

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM365745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Getty Images (Seattle), Inc.		12/10/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2091463	PHOTODISC	
Registration Number:	2090595	PHOTODISC	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Maxine Sharavsky, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24458-1203		
NAME OF SUBMITTER:	Maxine Sharavsky		
SIGNATURE:	/Maxine Sharavsky/		
DATE SIGNED:	12/14/2015		
Total Attachments: 5			
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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of December 10, 2015, made by **GETTY IMAGES (SEATTLE), INC.**, a Washington corporation (the “Grantor”), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Note Collateral Agent (the “Note Collateral Agent”) for the Secured Parties under that certain indenture, dated as of December 10, 2015, among **ABE INVESTMENT HOLDINGS, INC.**, a Delaware corporation (together with successors in interest thereto, the “Company”), **GETTY IMAGES, INC.**, a Delaware corporation (together with successors in interest thereto, “Getty Images”), the Guarantors from time to time parties thereto, the Trustee and the Note Collateral Agent (as amended, supplemented or otherwise modified from time to time, the “Indenture”).

WHEREAS, pursuant to the Indenture, the Issuers have issued the Initial Notes and may in the future issue Additional Notes; and

WHEREAS, in connection with the Indenture, the Grantor, the Company and the other parties thereto have executed and delivered a Security Agreement, dated as of December 10, 2015, in favor of the Note Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Note Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and the Security Agreement.
2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Note Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in (subject only to Liens permitted under the Indenture) and to all Trademarks now owned

or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest (including those Trademarks set forth on Schedule 1 hereto) and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in (x) any Excluded Property or (y) any assets or property that are not also required to be subject to a Lien securing the Obligations under the Senior Credit Agreement (as in effect on the Issue Date) (so long as the same remains outstanding); provided that, for the avoidance of doubt, the foregoing clause (y) shall not limit the provisions contained in Section 2.5 of the Base Intercreditor Agreement.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Noteholders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Holders with respect to the security interest in the Trademarks are more fully set forth in the Indenture and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

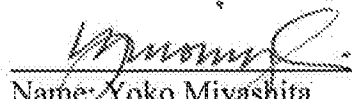
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Note Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GETTY IMAGES (SEATTLE), INC.

By: 
Name: Yoko Miyashita
Title: Vice President and Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Note Collateral Agent

By: _____
Name: Lynn M. Steiner
Title: Vice President

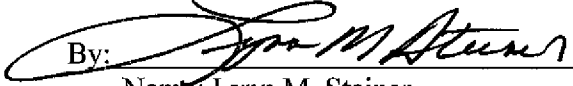
[Notice and Confirmation of Grant of Security Interest in Trademarks – Getty Images (Seattle), Inc.]

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GETTY IMAGES (SEATTLE), INC.

By: _____
Name: Yoko Miyashita
Title: Vice President and Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Note Collateral Agent

By:  _____
Name: Lynn M. Steiner
Title: Vice President

[Notice and Confirmation of Grant of Security Interest in Trademarks – Getty Images (Seattle), Inc.]

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PHOTODISC (Stylized - New)	75/200,535	11/19/1996	2,091,463	8/26/1997
PHOTODISC and Design	75/052,500	2/1/1996	2,090,595	8/26/1997