

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Fourth Amendment to Option		
RESUBMIT DOCUMENT ID:	900710928		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GETTY IMAGES, INC.		12/09/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GETTY INVESTMENTS, L.L.C.		
Street Address:	5390 KIETZKE LANE		
Internal Address:	SUITE 202		
City:	RENO		
State/Country:	NEVADA		
Postal Code:	89511		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3603335	GETTY IMAGES	
Registration Number:	4968996	GETTY IMAGES	
Registration Number:	4968997	GETTY IMAGES	
Registration Number:	5200414	GETTY IMAGES	
Registration Number:	5209807	GETTY IMAGES	
CORRESPONDENCE DATA			
Fax Number:	2124920239		
<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:	212 373 3239		
Email:	cmeredithgoujon@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Claudine Meredith-Goujon		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	021736-003		
NAME OF SUBMITTER:	Claudine Meredith-Goujon		
SIGNATURE:	/Claudine Meredith-Goujon/		

DATE SIGNED:	10/28/2022
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Total Attachments: 12

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FOURTH AMENDMENT TO RESTATED OPTION AGREEMENT

This **FOURTH AMENDMENT TO RESTATED OPTION AGREEMENT**, dated as of December 9, 2021 (this "Amendment"), is by and among Getty Investments L.L.C., a Delaware limited liability company ("Getty Investments"), Getty Images, Inc., a Delaware corporation ("Getty Images"), Griffey Investors, L.P., a Delaware limited partnership ("Parent"), and Abe Investment, L.P., a Delaware limited partnership ("Abe").

WHEREAS, Getty Investments, Getty Images and Getty Communications PLC ("Getty Communications") entered into a Restated Option Agreement, dated February 9, 1998 (as amended, the "Option Agreement"), pursuant to which, among other things, upon the terms and subject to the conditions set forth therein, Getty Investments has the right to obtain control over the Getty Marks (as such term is defined in the Option Agreement) in the event that a third party acquires a Controlling Interest (as such term is defined in the Option Agreement) in Getty Images;

WHEREAS, Getty Investments, Getty Images and Getty Communications and Abe entered into a Waiver and Amendment to Restated Option Agreement, dated as of February 24, 2008, pursuant to which Getty Investments agreed to waive certain rights under the Option Agreement and to amend certain provisions in the Option Agreement;

WHEREAS, Getty Investments, Getty Images and Getty Communications and Abe entered into a Second Amendment to Restated Option Agreement, dated as of July 2, 2008, pursuant to which the parties thereto agreed to amend certain provisions in the Option Agreement; and

WHEREAS, Getty Investments, Getty Images, Getty Communications, Parent and Abe entered into a Waiver and Third Amendment to Restated Option Agreement, dated as of August 14, 2012, pursuant to which the parties thereto agreed to amend certain provisions in the Option Agreement;

WHEREAS, CC Neuberger Principal Holdings II, a Cayman Islands exempted company ("CCNB"), Vector Holding, LLC, a Delaware limited liability company and wholly owned subsidiary of CCNB ("New CCNB"), Vector Domestication Merger Sub, LLC, a Delaware limited liability company and wholly-owned subsidiary of New CCNB ("Domestication Merger Sub"), Vector Merger Sub 1, LLC, a Delaware limited liability company and wholly-owned subsidiary of CCNB ("G Merger Sub 1"), Vector Merger Sub 2, LLC, a Delaware limited liability company and wholly-owned subsidiary of CCNB ("G Merger Sub 2", and together with CCNB, New CCNB, Domestication Merger Sub and G Merger Sub 1, each a "CCNB Party" and, collectively, the "CCNB Parties"), Griffey Global Holdings, Inc., a Delaware Corporation and an indirect parent entity of Getty Images ("Griffey Holdings"), and Parent entered into that certain Business Combination Agreement, dated as of December 9, 2021 (the "Business Combination Agreement"), pursuant to which, among other things, Griffey Holdings will be acquired by certain CCNB Parties and become a wholly-owned subsidiary of New

CCNB which will change its name to “Getty Images Holdings, Inc.” (New CCNB following the Closing, the “Company”); and

WHEREAS, as a condition to the willingness of, and as an inducement to, the CCNB Parties to enter into the Business Combination Agreement, Griffey Holdings agreed to deliver this Amendment to CCNB and New CCNB on or prior to the Closing Date.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions. As used herein, the following terms shall have the following meanings. Capitalized terms used in this Amendment and not defined herein have the meanings ascribed to them in the Option Agreement.

“Affiliate” shall mean, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract, its capacity as a sole or managing member or otherwise; provided that no Party shall be deemed an Affiliate of the Company or any of its subsidiaries for purposes of this Amendment.

“Beneficially Own” shall have the meaning set forth in Rule 13d-3 promulgated under the Exchange Act. “Beneficially Owns,” “Beneficially Owned,” and “Beneficial Ownership” shall have correlative meanings.

“Certificate of Incorporation” shall mean the Certificate of Incorporation of the Company as in effect on the Closing and thereafter from time to time amended in accordance with the terms hereof and thereof and pursuant to applicable law.

“Closing” shall mean the closing of the transactions contemplated by the Business Combination Agreement.

“Closing Date” shall mean the date upon which the Closing occurs.

“Company Shares” shall mean New CCNB Class A Common Shares; provided, however, any securities or rights convertible into, or exercisable or exchangeable for (in each case, directly or indirectly), New CCNB Class A Common Shares, including options and warrants to purchase New CCNB Class A Common Shares or any New CCNB Class A Common Shares underlying such convertible securities, shall not be “Company Shares” under this Amendment until their conversion, exercise or exchange, as applicable, to New CCNB Class A Common Shares.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Family Member” shall mean with respect to any Person, a spouse, lineal descendant (whether natural or adopted) or spouse of a lineal descendant of such Person or any trust, partnership, limited liability company or similar estate planning entity created for the benefit of such Person or of which any of the foregoing is a beneficiary.

“Getty Family Affiliate” shall mean (a) any trust the beneficiaries of which are all Getty Family Members and/or other Persons described in clauses (b), (c) and (d) of this definition (each, a “Getty Trust”), (b) any Getty Family Member, (c) any other Person with respect to which all of the outstanding Equity Securities are owned beneficially and of record solely by Getty Family Members and/or Getty Trusts, (d) in the case of any Getty Family Member, any other Person to whom Securities are transferred by the laws of descent and distribution if such Getty Family Member is intestate and (e) any other Affiliate of any Getty Family Stockholder or any Affiliate of any other Person described in clauses (a) through (d) of this definition.

“Getty Family Member” shall mean any lineal descendant of J. Paul Getty (including children of any such lineal descendant by adoption and step-children) or the spouse of any such lineal descendent.

“Getty Family Stockholders” shall mean Getty Investments, Mark Getty, The October 1993 Trust and The Options Settlement together with their respective successors and any Permitted Transferee of such Persons.

“New CCNB Class A Common Shares” shall mean the Class A common stock of the Company, par value \$0.0001 per share, to be authorized pursuant to the Certificate of Incorporation.

“Permitted Transferee” shall mean, with respect to any Person, (a) any Affiliate, limited partner, member, stockholder or beneficiary of such Person (including any partner, shareholder, stockholder, beneficiary or member controlling or under common control with such Person, (b) any Family Member of such Person, (c) with respect to any Person that is a limited liability company, a limited partnership, an investment fund, vehicle or similar entity, (i) any other investment fund, vehicle or similar entity of which such Person or an Affiliate, advisor or manager of such Person serves as the general partner, manager or advisor and (ii) any direct or indirect limited partner or investor in such limited liability company, limited partnership, investment fund, vehicle or similar entity or any direct or indirect limited partner or investor in any other investment fund, vehicle or similar entity of which such Person or an Affiliate, advisor or manager of such Person serves as the general partner, manager or advisor and (d) in the case of any Person who is an individual, (i) any successor by virtue of laws of descent and distribution upon death of such individual, or (ii) pursuant to a qualified domestic relations order (provided, however, that (i) in no event shall any “portfolio companies” (as such term is customarily used in the private equity industry) of such Person or any entity that is controlled by a “portfolio company” of an Investor Stockholder constitute a Permitted Transferee) and (ii) no Person operating or engaging in a business which competes with the business of the Company or its subsidiaries shall constitute a Permitted Transferee of any Person; provided, that no Affiliated investment fund or vehicle of any Person (for the avoidance of doubt, excluding

portfolio companies) shall be deemed to operate or engage in any such competing business, including as a result of ownership of securities (including a controlling interest) of any portfolio company that engages in or competes with the business of the Company so long as such securities are not the only securities held by such Affiliated investment fund or vehicle of such Person; provided, further, that, for clarity, this clause (ii) shall not apply to any Person other than an operating entity or an owner thereof. Without limiting the foregoing, with respect to the Getty Family Stockholders, “Permitted Transferee” shall include any Getty Family Affiliate.

“Person” shall mean any individual, corporation, partnership, trust, limited liability company, unincorporated association or other entity.

“Subsidiaries” shall mean, of any Person, any corporation, association, partnership, limited liability company, joint venture or other business entity of which more than fifty percent (50%) of the voting power or equity is owned or controlled directly or indirectly by such Person, or one (1) or more of the Subsidiaries of such Person, or a combination thereof.

2. Option Agreement Termination.

a. Each of the parties hereto agrees that the Option Agreement will automatically terminate on the date following the Closing Date on which the Getty Family Stockholders Beneficially Own, in the aggregate, fewer than 27,500,000 Company Shares (as adjusted for stock splits, stock combinations, and the like, the “Ownership Threshold”). At and following such termination, the Option Agreement will cease to be of any further force and effect, and no party thereto will thereafter have any rights or obligations thereunder. For clarity, following such termination, Getty Images shall retain ownership of all of its rights in and to the Getty Marks (together with the goodwill associated therewith). If Getty Investments exercised its right under Section 7(d) of the Option Agreement to record the Option Agreement in any jurisdiction, it shall promptly take any customary actions to the extent reasonably requested by Getty Images (at the expense of the Company) to withdraw such recordation record the termination of the Option Agreement.

b. Following the Closing, if (i) in a single transaction or series of transactions, any merger, consolidation, business combination, conversion, spin-off, restructuring, recapitalization, exchange, tender offer, sale of a material portion of equity or assets or any other non-ordinary course material corporate transaction involving the Company or any of its Subsidiaries or New CCNB or any of its Subsidiaries holding the Company (other than (v) any acquisition of assets, equity or businesses by New CCNB, the Company or their respective Subsidiaries that do not result in a Controlling Interest Event or any conversion or exchange of Company Shares outstanding as of immediately prior to such transaction or series of transactions as a result of which such Company Shares cease to be outstanding (but, for clarity, not a sale, transfer, spinoff or similar transaction which directly or indirectly includes the Getty Marks), (w) issuances or transfers of equity of the New CCNB, the Company or their respective Subsidiaries that do not result in a Controlling Interest Event or any conversion or exchange of Company Shares outstanding

as of immediately prior to such transaction or series of transactions as a result of which such Company Shares cease to be outstanding (but, for clarity, not a sale, transfer, spinoff or similar transaction which directly or indirectly includes the Getty Marks), (x) a stock split, stock combination or the like with respect to Company Shares (but, for clarity, not a sale, transfer, spinoff or similar transaction which directly or indirectly includes the Getty Marks) as a result of which the holders of Company Shares immediately prior to such transaction or series of transactions continue to hold Company Shares immediately following such transaction or series of transactions in the same proportions as immediately prior to such transaction, (y) a transaction or series of transactions solely between or among the Company and wholly owned subsidiaries of the Company or other internal reorganization transactions not involving third parties and which do not result in any conversion or exchange of Company Shares outstanding as of immediately prior to such transaction or series of transactions as a result of which such Company Shares cease to be outstanding (but, for clarity, not a sale, transfer, spinoff or similar transaction which directly or indirectly includes the Getty Marks) or (z) a sale to a third party of assets or equity of the Company (other than the Getty Marks) or a subsidiary of the Company that does not directly or indirectly hold the Getty Marks, in each case in clauses (v) to (z) in a bona fide transaction, that is not for the purpose, or have the effect, of circumventing the intent of the provisions of this Amendment or the Option Agreement) (a “Fundamental Transaction”) shall occur or shall have been entered into and (ii) at the time that the parties to such Fundamental Transaction enter into definitive documentation with respect to such Fundamental Transaction (or if earlier, the time that such Fundamental Transaction is consummated), the Getty Family Stockholders Beneficially Own, in the aggregate, a number of Company Shares that is equal to or greater than the Ownership Threshold, then unless Getty Investments has provided a written waiver of its rights under this Section 2(b) to the Company (which waiver shall only be effective if it is in writing and makes specific reference to this Section 2(b)), this Amendment (but not the Option Agreement) will terminate upon (and effective immediately prior to) the consummation of such Fundamental Transaction. At and following such termination, this Amendment will cease to be of any further force and effect, and no party hereto will thereafter have any rights or obligations hereunder.

3. Acknowledgement. The parties to this Amendment acknowledge and agree that (i) neither the execution of the Business Combination Agreement by the parties thereto nor the consummation of the transactions contemplated by the Business Combination Agreement will constitute a Controlling Interest Event and (ii) Getty Investments shall not, as a result of such execution or consummation, have the right to exercise the option granted under the Option Agreement. For the avoidance of doubt, ownership by New CCNB of Getty Images shall not in and of itself constitute a Controlling Interest Event, even if the Getty Family Stockholders Beneficially Own less than 50% of New CCNB unless a third party (or related third party group) obtains, directly or indirectly, a Controlling Interest in Getty Images.

4. Effectiveness; Termination/Amendment. This Amendment shall be valid and enforceable as of the date of this Amendment and may not be revoked by any party hereto; provided, that the provisions herein (other than this Section 4) shall not be effective until the Closing. In the event the Business Combination Agreement is terminated in

accordance with its terms, this Amendment shall automatically terminate and be of no further force or effect. Neither this Amendment nor the Option Agreement may be amended other than in an instrument in writing signed by all of the parties hereto. Prior to the Closing, this Amendment may not be terminated, amended, modified or waived in any respect without the prior written consent of the parties hereto and CCNB. CCNB shall be an express third party beneficiary of this Agreement for these purposes.

5. Entire Agreement. Except for the Business Combination Agreement, the Option Agreement as amended hereby, this Amendment and the other documents and instruments delivered in connection herewith and therewith constitute the entire agreement and supersede all prior representations, agreements, understandings and undertakings, whether written and oral, among the parties hereto, or any of them, with respect to the subject matter hereof, and no party is relying on any other prior oral or written representations, agreements, understandings or undertakings with respect to the subject matter hereof. Sections 4.3 and 4.9 of the Option Agreement shall apply to this Amendment *mutatis mutandis*.

6. No Other Amendments to Option Agreement. Except as expressly provided for in this Amendment, the Option Agreement is not amended or modified and the Option Agreement remains in full force and effect.

7. Successors and Assigns. This Amendment is binding upon the parties hereto and their successors and assigns. Notwithstanding the foregoing, this Amendment may only be assigned by a party hereto and its Subsidiaries if the Option Agreement, as amended by this Amendment, is assigned together therewith.

8. Counterparts. This Amendment may be executed in one or more counterparts, which when taken together shall constitute one and the same agreement.

9. Governing Law; Dispute Resolution. This Amendment is governed exclusively by Delaware law. To the fullest extent permitted by law, any controversy or claim arising out of or relating to this Amendment, or the breach thereof, shall be settled by mandatory final binding arbitration in New York City, New York, USA under the auspices of and in accordance with the rules, then obtaining, of the American Arbitration Association, to the extent not inconsistent with the Delaware Uniform Arbitration Act and judgment upon the award tendered may be entered into any court having jurisdiction thereof. The reasonable fees, costs and expenses, including legal fees, incurred in connection with such arbitration shall be borne equally by the parties hereto. Nothing in this Section 8 shall limit any right that any party may otherwise have to seek to obtain preliminary injunctive relief in order to preserve the status quo pending the disposition of any such arbitration proceeding.

10. Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS LETTER AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A

TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11. Interpretation. The section headings contained in this Amendment are inserted for convenience only and will not affect in any way the meaning or interpretation of this Amendment. The parties hereto have participated jointly in the negotiation and drafting of this Amendment. If an ambiguity or question of intent or interpretation arises, this Amendment will be construed as if drafted jointly by the parties and no presumption or burden of proof will arising favoring or disfavoring any party because of the authorship of any provision of this Amendment.

12. Notices. Notwithstanding anything to the contrary set forth in the Option Agreement, all notices or other communications required or permitted by this Amendment or the Option Agreement shall be in writing and sent to the parties at the following addresses (or any substitute addresses to which the parties are notified pursuant to this Section 15):

To Getty Images, Parent or Griffey Holdings;
605 5th Ave S. Suite 400
Seattle, WA 98104
Attention: Craig Peters
Email: craig.peters@gettyimages.com

With a copy (which shall not constitute notice) to:
Weil, Gotshal & Manges LLP
201 Redwood Shares Parkway
Redwood Shores, California 94065
Attention: Kyle C. Krpata
Email: kyle.krpata@weil.com

and


Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: James R. Griffin
Email: james.griffin@weil.com

To Getty Investments:
5390 Kietzke Lane, Suite 202
Reno, Nevada 89511
Attn: Mark J. Jenness
Jeremiah J. Sullivan
Email: admin@suttonpl.com

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

GETTY INVESTMENTS L.L.C.

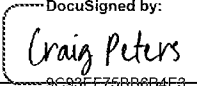
By: 

Name: Jan D. Moehl

Title: Authorized Officer

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

GETTY IMAGES, INC.

By:  _____
Name: Craig Peters
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

GRIFFEY INVESTORS, L.P.

By: _____
DocuSigned by:
Craig Peters
9C93EF75BB8B4E3...
Name: Craig Peters
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

ABE INVESTMENT, L.P.

By: _____
DocuSigned by:
Craig Peters
9C83EF73BB0B4E3...
Name: Craig Peters
Title: Chief Executive Officer and President