#### PATENT ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Patents	

#### **CONVEYING PARTY DATA**

Name	Execution Date
Getty Images, Inc.	10/18/2012

#### **RECEIVING PARTY DATA**

Name:	Barclays Bank PLC	
Street Address:	745 Seventh Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10019	

#### PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7523102
Patent Number:	6735583
Patent Number:	8285082
Patent Number:	8144995
Application Number:	11449380
Application Number:	13427230

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 22660-4070

PATENT

REEL: 029190 FRAME: 0917

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NAME OF SUBMITTER:	Eric T. Juergens			
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PATENT REEL: 029190 FRAME: 0918

# NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Agreement"), dated as of October 18, 2012, made by GETTY IMAGES, INC., a Delaware corporation (the "Grantor"), in favor of BARCLAYS BANK PLC, as Administrative Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of October 18, 2012, among Abe Investment Holdings, Inc. (as successor by merger to Griffey Intermediate, Inc., the "Parent Borrower"), Getty Images, Inc. (as successor by merger to Griffey Finance Sub, LLC), Griffey Holdings, Inc., the Lenders and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make a single loan to the Parent Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Parent Borrower and the other parties thereto have executed and delivered a Security Agreement, dated as of October 18, 2012, in favor of the 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 Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Patents; 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:

SECTION 1. <u>Definitions</u>. 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 Credit Agreement and the Security Agreement.

SECTION 2. <u>Confirmation of Grant of Security Interest</u>. The Grantor hereby confirms that it granted to the 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 Credit Agreement) and to all Patents now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has

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or at any time in the future may acquire any right, title and interest 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 any Excluded Property.

SECTION 3. <u>Purpose</u>. 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents are more fully set forth in the Credit Agreement 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.

SECTION 5. <u>Counterparts</u>. 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.

\* \* \*

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IN WITNESS WHEREOF, the Grantor and the 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, INC.,
as Grantor
Ву:
Name: John J. Lapham III
Title: Vice President and Secretary
BARCLAYS BANK PLC, as Agent  By:
Name:
Title:

[Signature Page to Notice and Confirmation of Grant of Security Interest in Patents]

BARCLAYS BANK PLC, as Agent

By:

Name: Title:

Director

## SCHEDULE I

## Patents and Patent Applications

TITLE	APPLICATION NUMBER	FILING DATE	PATENT NO.	ISSUE DATE	OWNER
CONTENT SEARCH IN COMPLEX LANGUAGE, SUCH AS JAPANESE	11/149,453	8-Jun-05	7,523,102	21-Apr-09	Getty Images, Inc.
METHOD AND SYSTEM FOR CLASSIFYING AND LOCATING MEDIA CONTENT	09/705,513 90/007,488	1-Nov-00	6,735,583	11-May-04 (reexam certificate 19- Feb-08)	Getty Images, Inc.
METHOD AND SYSTEM FOR CLASSIFYING MEDIA CONTENT	11/449,380	7-Jun-06		1, 100 00,	Getty Images, Inc.
AUTOMATIC IDENTIFICATION OF DIGITAL CONTENT RELATED TO A BLOCK OF TEXT, SUCH AS FOR A BLOG ENTRY	11/849,872	4-Sep-07	8,285,082	9-Oct-12	Getty Images, Inc.
SYSTEM AND METHOD FOR SEARCHING DIGITAL IMAGES	11/543,726	4-Oct-06	8,144,995	27-Mar-12	Getty Images, Inc.
SYSTEM AND METHOD FOR SEARCHING DIGITAL IMAGES	13/427,230	22-Mar-12			Getty Images, Inc.

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**RECORDED: 10/25/2012** 

PATENT REEL: 029190 FRAME: 0923