

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Getty Images (US), Inc.		07/02/2008	Corporation-State:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	3135 Easton Turnpike
<b>City:</b>	Fairfield
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06828
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 83**

Property Type	Number	Word Mark
Registration Number:	2174796	CELEB CENTRAL
Registration Number:	3292491	CELEBRITY DIGEST
Registration Number:	2984575	CONTOUR PHOTOS
Registration Number:	2685854	DIGITALVISION
Registration Number:	1524236	FILM SEARCH
Registration Number:	1524880	FILM SEARCH
Registration Number:	2984571	FILMMAGIC
Registration Number:	1271040	IMAGE BANK
Registration Number:	2060266	IMAGE BANK
Registration Number:	1121161	IMAGE BANK
Registration Number:	1688052	IMAGEBANK
Registration Number:	2619769	IMAGEDIRECT
Registration Number:	2984573	MEDIAVAST
Registration Number:	2715379	PUMP AUDIO

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Registration Number:	3192458	PUMPBOX
Registration Number:	3424908	SOUNDTRACK
Registration Number:	1137863	THE IMAGE BANK
Registration Number:	1119141	THE IMAGE BANK
Registration Number:	1716312	THE IMAGE BANK
Registration Number:	1133106	TIB
Registration Number:	1116175	TIB
Registration Number:	2982650	WINCREPS
Registration Number:	2984574	WIREIMAGE
Registration Number:	2984572	WIREIMAGESTOCK
Registration Number:	1154143	TIB THE IMAGE BANK
Registration Number:	1580747	ALLSPORT
Registration Number:	2513814	ALLSPORT
Registration Number:	2440037	ALLSPORT
Registration Number:	2267990	ARCHIVE FILMS
Registration Number:	1632664	FPG
Serial Number:	77332163	JAMD
Serial Number:	77332152	JAMD
Serial Number:	77332153	JAMD
Serial Number:	77332154	JAMD
Serial Number:	77332157	JAMD
Serial Number:	77332160	JAMD
Serial Number:	77332155	JAMD
Serial Number:	77404763	JAMD
Serial Number:	77332158	JAMD
Serial Number:	77051484	LIFESIZE
Serial Number:	77051492	LIFESIZE
Serial Number:	77051474	LIFESIZE
Serial Number:	78862678	MYPUMP SOUNDTRACK SELECTOR
Serial Number:	77415495	ONE80
Serial Number:	77415499	ONE80
Serial Number:	77415504	ONE80
Serial Number:	78936287	ORCHARD
Serial Number:	78936298	ORCHARD
Serial Number:	78936308	ORCHARD

Serial Number:	77220911	PAPER THIN WALLS
Serial Number:	77220914	PAPER THIN WALLS
Serial Number:	77220919	PAPER THIN WALLS
Serial Number:	77220907	PAPER THIN WALLS
Serial Number:	77220917	PAPER THIN WALLS
Serial Number:	77220920	PAPER THIN WALLS
Serial Number:	77143540	PICNIC
Serial Number:	77143547	PICNIC
Serial Number:	77143536	PICNIC
Serial Number:	77143531	PICNIC
Serial Number:	77143596	PICNIC
Serial Number:	77170473	PUBLISHER'S TOOLBOX
Serial Number:	77170476	PUBLISHER'S TOOLBOX
Serial Number:	77170486	PUBLISHER'S TOOLBOX
Serial Number:	77170480	PUBLISHER'S TOOLBOX
Serial Number:	77284866	PUMP AUDIO
Serial Number:	77284904	PUMP AUDIO
Serial Number:	77284881	PUMP AUDIO
Serial Number:	77284901	PUMP AUDIO
Serial Number:	77284873	PUMP AUDIO
Serial Number:	77284889	PUMP AUDIO
Serial Number:	76286658	PUNCH
Serial Number:	76286491	PUNCH STOCK
Serial Number:	77170455	PUNCHSTOCK
Serial Number:	77170462	PUNCHSTOCK
Serial Number:	77170467	PUNCHSTOCK
Serial Number:	77170464	PUNCHSTOCK
Serial Number:	78937190	RISER
Serial Number:	78937171	RISER
Serial Number:	78937180	RISER
Serial Number:	78938408	RISER
Serial Number:	77219646	WIREIMAGE
Serial Number:	77219649	WIREIMAGE
Serial Number:	77219651	WIREIMAGE

CORRESPONDENCE DATA

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8002210770  
Email: kai.goodwin@contractor.thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	639515
NAME OF SUBMITTER:	Kai Goodwin
Signature:	/Kai Goodwin/
Date:	07/10/2008

**Total Attachments: 8**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "IP Security Agreement"), dated as of July 2, 2008, among the Person listed on the signature pages hereof (the "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of July 2, 2008 (the "Security Agreement"), among ABE INVESTMENT HOLDINGS, INC., a Delaware corporation ("Holdings"), ABE ACQUISITION CORP., a Delaware corporation (which on the Closing Date shall be merged with and into GETTY IMAGES, INC., a Delaware corporation, with GETTY IMAGES, INC. surviving such merger as the borrower, the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto, and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's United States Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such Registered Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto and all Proceeds of any and all the foregoing (collectively, the "Collateral").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tiff")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

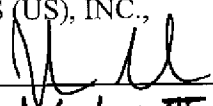
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement.

SECTION 9. Expenses. Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly  
executed this IP Security Agreement as of the day and year first above written.

GETTY IMAGES (US), INC.,

By: \_\_\_\_\_


  
Name: *John J. Zaphan III*  
Title: *President*

Signature page to GETTY IMAGES (US), INC. - Trademarks

**TRADEMARK**  
**REEL: 003813 FRAME: 0855**

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly  
executed this IP Security Agreement as of the day and year first above written.

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Collateral Agent,

By:   
Name: Salman Mukhtar  
Title: Duly Authorized Signatory



SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Mark Name	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
CELEB CENTRAL	United States	Registered	75/296,628	5/22/1997	2,174,796	7/21/1998	7/21/2008
CELEBRITY DIGEST	United States	Registered	78/913,590	6/21/2006	3,292,491	9/11/2007	9/11/2017
CONTOUR PHOTOS	United States	Registered	76/562,688	12/2/2003	2,984,575	8/16/2005	8/16/2015
DIGITALVISION	United States	Registered	76/343,110	11/29/2001	2,685,854	2/11/2003	2/11/2013
DIGITALVISION (Stylized in Rectangle)	United States	Registered	79/005774	3/31/2004	3046402	1/17/2006	1/17/2016
FILM SEARCH	United States	Registered	73/701,768	12/18/1987	1,524,236	2/14/1989	2/14/2009
FILM SEARCH	United States	Registered	73/701,767	12/18/1987	1,524,880	2/14/1989	2/14/2009
FILMMAGIC	United States	Registered	76/562,661	12/2/2003	2,984,571	8/16/2005	8/16/2015
IMAGE BANK	United States	Registered	73/410,699	1/24/1983	1,271,040	3/20/1984	3/20/2014
IMAGE BANK (Stylized)	United States	Registered	74/571,264	6/23/1995	2,060,266	5/13/1997	5/13/2017
IMAGE BANK and Design (Mirror 2)	United States	Registered	73/177855	7/12/1978	1121161	6/26/1979	6/26/2009
IMAGE BANK and Design (Stylized)	United States	Registered	74/050,752	4/19/1990	1,688,052	5/19/1992	5/19/2012
IMAGEDIRECT	United States	Registered	76/122,514	9/5/2000	2,619,769	9/17/2002	9/17/2012
MEDIAVAST	United States	Registered	76/562,676	12/2/2003	2,984,573	8/16/2005	8/16/2015
PUMP AUDIO and Design	United States	Registered	76/379,030	3/5/2002	2,715,379	5/13/2003	5/13/2013
PUMPBOX	United States	Registered	78/753,896	11/15/2005	3,192,458	1/2/2007	1/2/2017
SOUNDTRACK	United States	Registered	77/310,338	10/22/2007	3,424,908	05/06/2008	05/06/2018
THE IMAGE BANK	United States	Registered	73/176,372	6/28/1978	1,137,863	7/15/1980	7/15/2010
THE IMAGE BANK	United States	Registered	73/176,373	6/28/1978	1,119,141	5/29/1979	5/29/2009
THE IMAGE BANK	United States	Registered	74/050,754	4/19/1990	1,716,312	9/15/1992	9/15/2012

Mark Name	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
TIB	United States	Registered	73/176,374	6/28/1978	1,133,106	4/15/1980	4/15/2010
TIB	United States	Registered	73/176339	6/28/1978	1116175	4/3/1979	4/3/2009
WINCREPS	United States	Registered	76/562,264	11/28/2003	2,982,650	8/9/2005	8/9/2015
WIREIMAGE	United States	Registered	76/562,685	12/2/2003	2,984,574	8/16/2005	8/16/2015
WIREIMAGESTOCK	United States	Registered	76/562,662	12/2/2003	2,984,572	8/16/2005	8/16/2015
JAMD	United States	Pending	77/332,163	11/16/2007	n/a	n/a	n/a
JAMD	United States	Pending	77/332,152	11/16/2007	n/a	n/a	n/a
JAMD	United States	Pending	77/332,153	11/16/2007	n/a	n/a	n/a
JAMD	United States	Pending	77/332,154	11/16/2007	n/a	n/a	n/a
JAMD	United States	Pending	77/332,157	11/16/2007	n/a	n/a	n/a
JAMD	United States	Pending	77/332,160	11/16/2007	n/a	n/a	n/a
JAMD	United States	Pending	77/332,155	11/16/2007	n/a	n/a	n/a
JAMD	United States	Pending	77/404,763	02/25/2008	n/a	n/a	n/a
JAMD	United States	Pending	77/332,158	11/16/2007	n/a	n/a	n/a
LIFESIZE	United States	Pending	77/051,484	11/27/2006	n/a	n/a	n/a
LIFESIZE	United States	Pending	77/051,492	11/27/2006	n/a	n/a	n/a
LIFESIZE	United States	Pending	77/051,474	11/27/2006	n/a	n/a	n/a
MYPUMP SOUNDTRACK SELECTOR and Design	United States	Pending	78/862,678	4/17/2006	n/a	n/a	n/a
ONE80	United States	Pending	77/415,495	06/03/2008	n/a	n/a	n/a
ONE80	United States	Pending	77/415,499	06/03/2008	n/a	n/a	n/a
ONE80	United States	Pending	77/415,504	06/03/2008	n/a	n/a	n/a
ORCHARD	United States	Pending	78/936,287	7/24/2006	n/a	n/a	n/a
ORCHARD	United States	Pending	78/936,298	7/24/2006	n/a	n/a	n/a

Mark Name	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
ORCHARD	United States	Pending	78/936,308	7/24/2006	n/a	n/a	n/a
PAPER THIN WALLS	United States	Pending	77/220,911	7/2/2007	n/a	n/a	n/a
PAPER THIN WALLS	United States	Pending	77/220,914	7/2/2007	n/a	n/a	n/a
PAPER THIN WALLS	United States	Pending	77/220,919	7/2/2007	n/a	n/a	n/a
PAPER THIN WALLS	United States	Pending	77/220,907	7/2/2007	n/a	n/a	n/a
PAPER THIN WALLS	United States	Pending	77/220,917	7/2/2007	n/a	n/a	n/a
PAPER THIN WALLS	United States	Pending	77/220,920	7/2/2007	n/a	n/a	n/a
PICNIC	United States	Pending	77/143,540	3/29/2007	n/a	n/a	n/a
PICNIC	United States	Pending	77/143,547	3/29/2007	n/a	n/a	n/a
PICNIC	United States	Pending	77/143,536	3/29/2007	n/a	n/a	n/a
PICNIC	United States	Pending	77/143,531	3/29/2007	n/a	n/a	n/a
PICNIC	United States	Pending	77/143,596	3/29/2007	n/a	n/a	n/a
PUBLISHER'S TOOLBOX	United States	Pending	77/170,473	5/1/2007	n/a	n/a	n/a
PUBLISHER'S TOOLBOX	United States	Pending	77/170,476	5/1/2007	n/a	n/a	n/a
PUBLISHER'S TOOLBOX	United States	Pending	77/170,486	5/1/2007	n/a	n/a	n/a
PUBLISHER'S TOOLBOX	United States	Pending	77/170,480	5/1/2007	n/a	n/a	n/a
PUMP AUDIO	United States	Pending	77/284,866	9/20/2007	n/a	n/a	n/a
PUMP AUDIO	United States	Pending	77/284,904	9/20/2007	n/a	n/a	n/a
PUMP AUDIO	United States	Pending	77/284,881	9/20/2007	n/a	n/a	n/a
PUMP AUDIO	United States	Pending	77/284,901	9/20/2007	n/a	n/a	n/a
PUMP AUDIO	United States	Pending	77/284,873	9/20/2007	n/a	n/a	n/a
PUMP AUDIO	United States	Pending	77/284,889	9/20/2007	n/a	n/a	n/a
PUNCH	United States	Pending	76/286,658	7/17/2001	n/a	n/a	n/a

Mark Name	Country	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
PUNCH STOCK	United States	Pending	76/286,491	7/17/2001	n/a	n/a	n/a
PUNCHSTOCK	United States	Pending	77/170,455	5/1/2007	n/a	n/a	n/a
PUNCHSTOCK	United States	Pending	77/170,462	5/1/2007	n/a	n/a	n/a
PUNCHSTOCK	United States	Pending	77/170,467	5/1/2007	n/a	n/a	n/a
PUNCHSTOCK	United States	Pending	77/170,464	5/1/2007	n/a	n/a	n/a
RISER	United States	Pending	78/937,190	7/25/2006	n/a	n/a	n/a
RISER	United States	Pending	78/937,171	7/25/2006	n/a	n/a	n/a
RISER	United States	Pending	78/937,180	7/25/2006	n/a	n/a	n/a
RISER	United States	Pending	78/938,408	7/26/2006	n/a	n/a	n/a
WIREIMAGE	United States	Pending	77/219,646	6/29/2007	n/a	n/a	n/a
WIREIMAGE	United States	Pending	77/219,649	6/29/2007	n/a	n/a	n/a
WIREIMAGE	United States	Pending	77/219,651	6/29/2007	n/a	n/a	n/a
TIB THE IMAGE BANK	United States	Registered	73/176,371	6/28/1978	1,154,143	5/12/1981	n/a
ALLSPORT	United States	Registered	73/790,253	3/31/1989	1,580,747	1/30/1990	5/12/2011 1/30/2010
ALLSPORT (Stylized and Design)	United States	Registered	75/701,664	5/10/1999	2,513,814	12/4/2001	12/4/2011
ALLSPORT (Stylized and Design)	United States	Registered	75/701,666	5/10/1999	2,440,037	4/3/2001	4/3/2011
ARCHIVE FILMS	United States	Registered	75/081,820	3/29/1996	2,267,990	8/10/1999	8/10/2009
FPG	United States	Registered	73/793,090	4/13/1989	1,632,664	1/22/1991	1/22/2011