

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Getty Images (US), Inc.		11/05/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as Collateral Agent		
<b>Street Address:</b>	201 Merritt 7		
<b>City:</b>	Norwalk		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06851		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 54</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1580747	ALLSPORT	
Registration Number:	2440037	ALLSPORT	
Registration Number:	2267990	ARCHIVE FILMS	
Registration Number:	3292491	CELEBRITY DIGEST	
Registration Number:	2438621		
Registration Number:	2437245		
Registration Number:	2984575	CONTOUR PHOTOS	
Registration Number:	2685854	DIGITALVISION	
Registration Number:	2984571	FILMMAGIC	
Registration Number:	1632664	FPG	
Registration Number:	1271040	IMAGE BANK	
Registration Number:	2060266	IMAGE BANK	
Registration Number:	1121161	IMAGE BANK	
Registration Number:	1688052	IMAGEBANK	

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Registration Number:	2619769	IMAGEDIRECT
Registration Number:	3744995	LIFESIZE
Registration Number:	3696264	LIFESIZE
Registration Number:	2984573	MEDIAVAST
Registration Number:	3752819	ONE80
Registration Number:	3828779	ONE80
Serial Number:	78936287	ORCHARD
Serial Number:	78936298	ORCHARD
Serial Number:	78936308	ORCHARD
Registration Number:	3655364	PUMP AUDIO
Registration Number:	3609552	PUMP AUDIO
Registration Number:	3609549	PUMP AUDIO
Registration Number:	3609551	PUMP AUDIO
Registration Number:	3609548	PUMP AUDIO
Registration Number:	3609550	PUMP AUDIO
Registration Number:	2715379	PUMP AUDIO
Registration Number:	3192458	PUMPBOX
Registration Number:	3663958	PUNCHSTOCK
Registration Number:	3609306	PUNCHSTOCK
Registration Number:	3609307	PUNCHSTOCK
Registration Number:	3616599	PUNCHSTOCK
Registration Number:	3607758	RISER
Registration Number:	3717035	RISER
Registration Number:	3578088	RISER
Registration Number:	3424908	SOUNDTRACK
Registration Number:	2269780	STOCKBYTE
Registration Number:	2446551	STOCKBYTE
Registration Number:	2265634	STOCKBYTE
Registration Number:	3211796	STOCKDISC
Registration Number:	3061188	STOCKDISC
Registration Number:	1137863	THE IMAGE BANK
Registration Number:	1716312	THE IMAGE BANK
Registration Number:	1133106	TIB
Registration Number:	1154143	TIB THE IMAGE BANK
Registration Number:	2982650	WINCREPS

Registration Number:	2984574	WIREIMAGE
Registration Number:	3673573	WIREIMAGE
Registration Number:	3609400	WIREIMAGE
Registration Number:	3693148	WIREIMAGE
Registration Number:	2984572	WIREIMAGESTOCK

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-701-3345  
Email: david.adams@thomsonreuters.com  
Correspondent Name: James P Murphy  
Address Line 1: 80 Pine St  
Address Line 2: Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams thomsonreuters/
Date:	11/23/2010

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of November 5, 2010, among the Person listed on the signature pages hereof (the “Grantor”), and GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the First Lien 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 November 5, 2010 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the “Security Agreement”), among ABE INVESTMENT HOLDINGS, INC., a Delaware corporation (“Holdings”), GETTY IMAGES, INC., a Delaware corporation (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 First Lien 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 (collectively, the “Collateral”).

SECTION 2. Security for First Lien 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 First Lien Obligations and would be owed to the Collateral Agent or the First Lien 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 “tif”)), 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 7.2 of the Security 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 (whether or not then in effect).

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. Lapham III  
Title: President and Secretary

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Collateral Agent,

By: Laura S. DeAngelis  
Name: Laura S. DeAngelis  
Title: Duly Authorized Signatory

SCHEDULE A TO THE  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS

Mark Name	Holder	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
ALLSPORT	Getty Images (US), Inc.	Registered	73/790,253	3/31/1989	1,580,747	1/30/1990	1/30/2010
ALLSPORT (Stylized and Design)	Getty Images (US), Inc.	Registered	75/701,666	5/10/1999	2,440,037	4/3/2001	4/3/2011
ARCHIVE FILMS	Getty Images (US), Inc.	Registered	75/081,820	3/29/1996	2,267,990	8/10/1999	8/10/2009
CELEBRITY DIGEST	Getty Images (US), Inc.	Registered	78/913,590	6/21/2006	3,292,491	9/11/2007	9/11/2017
CIRCLE DESIGN	Getty Images (US), Inc.	Registered	76/035,644	4/27/2000	2,438,621	3/27/2001	3/27/2011
CIRCLE DESIGN	Getty Images (US), Inc.	Registered	76/035,572	04/27/2000	2,437,245	03/20/2001	3/20/2011
CONTOUR PHOTOS	Getty Images (US), Inc.	Registered	76/562,688	12/2/2003	2,984,575	8/16/2005	8/16/2015
DIGITALVISION	Getty Images (US), Inc.	Registered	76/343,110	11/29/2001	2,685,854	2/11/2003	2/11/2013
DIGITALVISION (Stylized in Rectangle)	Getty Images (US), Inc.	Registered	79/005774	3/31/2004	3,046,402	1/17/2006	1/17/2016
FILMMAGIC	Getty Images (US), Inc.	Registered	76/562,661	12/2/2003	2,984,571	8/16/2005	8/16/2015
FPG	Getty Images (US), Inc.	Registered	73/793,090	4/13/1989	1,632,664	1/22/1991	1/22/2011
IMAGE BANK	Getty Images (US), Inc.	Registered	73/410,699	1/24/1983	1,271,040	3/20/1984	3/20/2014
IMAGE BANK (Stylized)	Getty Images (US), Inc.	Registered	74/571,264	6/23/1995	2,060,266	5/13/1997	5/13/2017



Mark Name	Holder	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
IMAGE BANK and Design (Mirror 2)	Getty Images (US), Inc.	Registered	73/177855	7/12/1978	1,121,161	6/26/1979	6/26/2009
IMAGE BANK and Design (Stylized)	Getty Images (US), Inc.	Registered	74/050,752	4/19/1990	1,688,052	5/19/1992	5/19/2012
IMAGEDIRECT	Getty Images (US), Inc.	Registered	76/122,514	9/5/2000	2,619,769	9/17/2002	9/17/2012
LIFESIZE	Getty Images (US), Inc.	Registered	77/051,484	11/27/2006	3,744,995	2/02/2010	2/02/2020
LIFESIZE	Getty Images (US), Inc.	Registered	77/051,492	11/27/2006	3,696,264	10/13/2009	n/a
MEDIAVAST	Getty Images (US), Inc.	Registered	76/562,676	12/2/2003	2,984,573	8/16/2005	8/16/2015
ONE80	Getty Images, (US), Inc.	Registered	77/415,499	3/6/2008	3,752,819	2/23/2010	2/23/2020
ONE80	Getty Images (US), Inc.	Registered	77/415,504	3/6/2008	3,828,779	8/03/2010	8/03/2020
ORCHARD	Getty Images (US), Inc.	Pending	78/936,287	7/24/2006	n/a	n/a	n/a
ORCHARD	Getty Images (US), Inc.	Pending	78/936,298	7/24/2006	n/a	n/a	n/a
ORCHARD	Getty Images (US), Inc.	Pending	78/936,308	7/24/2006	n/a	n/a	n/a
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,866	9/20/2007	3,655,364	7/14/2009	7/14/2019
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,904	9/20/2007	3,609,552	4/21/2009	4/21/2019
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,881	9/20/2007	3,609,549	4/21/2009	4/21/2019
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,901	9/20/2007	3,609,551	4/21/2009	4/21/2019
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,873	9/20/2007	3,609,548	4/21/2009	4/21/2019
PUMP AUDIO	Getty Images (US), Inc.	Registered	77/284,889	9/20/2007	3,609,550	4/21/2009	4/21/2019

Mark Name	Holder	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
PUMP AUDIO and Design	Getty Images (US), Inc.	Registered	76/379,030	3/5/2002	2,715,379	5/13/2003	5/13/2013
PUMPBOX	Getty Images (US), Inc.	Registered	78/753,896	11/15/2005	3,192,458	1/2/2007	1/2/2017
PUNCH STOCK	Getty Images (US), Inc.	Registered	76/286,491	7/17/2001	3,663,958	8/04/2009	8/04/2019
PUNCHSTOCK	Getty Images (US), Inc.	Registered	77/170,462	5/1/2007	3,609,306	4/21/2009	4/21/2019
PUNCHSTOCK	Getty Images (US), Inc.	Registered	77/170,467	5/1/2007	3,609,307	4/21/2009	4/21/2019
PUNCHSTOCK	Getty Images (US), Inc.	Registered	77/170,464	5/1/2007	3,616,599	5/05//2009	5/05/2019
RISER	Getty Images (US), Inc.	Registered	78/937,190	7/25/2006	3,607,758	4/14/2009	4/14/2019
RISER	Getty Images (US), Inc.	Registered	78/937,171	7/25/2006	3,717,035	11/24/2009	11/24/2019
RISER	Getty Images (US), Inc.	Registered	78/937,180	7/25/2006	3,578,088	2/17/2009	2/17/2019
SOUNDTRACK	Getty Images (US), Inc.	Registered	77/310,338	10/22/2007	3,424,908	05/06/2008	05/06/2018
STOCKBYTE	Getty Images (US), Inc.	Registered	75/385,399	11/04/1997	2,269,780	08/10/1999	08/10/2019
STOCKBYTE	Getty Images (US), Inc.	Registered	76/051,851	05/19/2000	2,446,551	04/24/2001	04/24/2011
STOCKBYTE	Getty Images (US), Inc.	Registered	75/382,086	10/30/1997	2,265,634	07/27/1999	07/21/2019
STOCKDISC	Getty Images (US), Inc.	Registered	78/429,744	06/03/2004	3,211,796	02/20/2007	06/20/2017
STOCKDISC	Getty Images (US), Inc.	Registered	78/429,760	06/03/2004	3,061,188	02/21/2006	02/21/2016
THE IMAGE BANK	Getty Images (US), Inc.	Registered	73/176,372	6/28/1978	1,137,863	7/15/1980	7/15/2010
THE IMAGE BANK	Getty Images (US), Inc.	Registered	74/050,754	4/19/1990	1,716,312	9/15/1992	9/15/2012

Mark Name	Holder	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
TIB	Getty Images (US), Inc.	Registered	73/176,374	6/28/1978	1,133,106	4/15/1980	4/15/2010
TIB THE IMAGE BANK	Getty Images (US), Inc.	Registered	73/176,371	6/28/1978	1,154,143	5/12/1981	5/12/2011
WINCREPS	Getty Images (US), Inc.	Registered	76/562,264	11/28/2003	2,982,650	8/9/2005	8/9/2015
WIREIMAGE	Getty Images (US), Inc.	Registered	76/562,685	12/2/2003	2,984,574	8/16/2005	8/16/2015
WIREIMAGE	Getty Images (US), Inc.	Registered	77/219,646	6/29/2007	3,673,573	8/25/2009	8/25/2019
WIREIMAGE	Getty Images (US), Inc.	Registered	77/219,649	6/29/2007	3,609,400	4/21/2009	4/21/2019
WIREIMAGE	Getty Images (US), Inc.	Registered	77/219,651	6/29/2007	3,693,148	10/06/2009	10/06/2019
WIREIMAGESTOCK	Getty Images (US), Inc.	Registered	76/562,662	12/2/2003	2,984,572	8/16/2005	8/16/2015