

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jupiterimages Corporation		11/05/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Collateral Agent		
Street Address:	201 Merritt 7		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 49			
Property Type	Number	Word Mark	
Registration Number:	2788156	ABLESTOCK.COM	
Registration Number:	3255259	ANIMATION FACTORY	
Registration Number:	3168026	ANIMATIONS.COM	
Registration Number:	2267990	ARCHIVE FILMS	
Registration Number:	3564715	BANANASTOCK	
Registration Number:	2952065	BIGSHOT MEDIA	
Registration Number:	2926540	BIGSHOT MOVIES	
Registration Number:	2932207	BIGSHOTS	
Registration Number:	3446602	BLISH	
Registration Number:	3530091	BLUE FUSE MUSIC	
Registration Number:	3006958	BOTANICA	
Registration Number:	2617382	BRAND X PICTURES	
Registration Number:	3192312	CLIPART.COM	
Registration Number:	1755867	COMSTOCK	

OP \$1240.00 2788156

900176250

**TRADEMARK
 REEL: 004409 FRAME: 0578**

Registration Number:	3180154	COMSTOCK IMAGES
Registration Number:	2607404	CREATAS
Registration Number:	3162164	CREATAS
Registration Number:	3069839	CREATIVE POWER IN MOTION
Registration Number:	3195865	FOODPIX
Registration Number:	3031247	FRESH. FAST. ROYALTY-FREE.
Registration Number:	3162162	GOODSHOOT
Registration Number:	2671374	HEMERA
Registration Number:	2838166	HEMERA
Registration Number:	3176505	JUPITERIMAGES
Registration Number:	3016931	JUPITERIMAGES
Registration Number:	2971618	LIQUID LIBRARY
Registration Number:	3192174	LIQUIDLIBRARY
Registration Number:	3168736	MEDIABUILDER.COM
Registration Number:	3614521	MEDIAMUSICLOOPS.COM
Registration Number:	3533293	NOISEFUEL SOUND EFFECTS & IMAGING ELEMENTS
Registration Number:	2971414	PHOTIS
Registration Number:	2720601	PHOTO-OBJECTS
Registration Number:	3141643	PHOTOOBJECTS.NET
Registration Number:	3531028	PHOTOS.COM>>
Registration Number:	3105633	PICTUREARTS
Registration Number:	2497936	PICTUREQUEST
Registration Number:	3548912	POLKA DOT IMAGES
Registration Number:	3244026	(RE)VIEW
Registration Number:	3533287	ROYALTYFREEMUSIC.COM
Registration Number:	3526246	STOCK.XCHNG
Registration Number:	3526247	STOCKXPRT
Registration Number:	3536140	STUDIOCUTZ
Registration Number:	3202121	THE BEAUTY ARCHIVE
Registration Number:	3202133	THE BEAUTY ARCH:VE
Registration Number:	3002169	THINKSTOCK
Registration Number:	3126688	THINKSTOCK FOOTAGE
Registration Number:	3129530	THINKSTOCK IMAGES
Registration Number:	3031246	UNCOMMON IMAGERY FOR INTELLIGENT DESIGN
Registration Number:	3376896	WORKBOOK

TRADEMARK

REEL: 004409 FRAME: 0579

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
source=6.Getty Trademark Security Agreement (Executed) (Jupiterimages)#page2.tif
source=6.Getty Trademark Security Agreement (Executed) (Jupiterimages)#page3.tif
source=6.Getty Trademark Security Agreement (Executed) (Jupiterimages)#page4.tif
source=6.Getty Trademark Security Agreement (Executed) (Jupiterimages)#page5.tif
source=6.Getty Trademark Security Agreement (Executed) (Jupiterimages)#page6.tif
source=6.Getty Trademark Security Agreement (Executed) (Jupiterimages)#page7.tif
source=6.Getty Trademark Security Agreement (Executed) (Jupiterimages)#page8.tif
source=6.Getty Trademark Security Agreement (Executed) (Jupiterimages)#page9.tif

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.

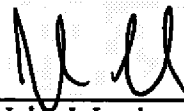
SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the Credit 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.

JUPITERIMAGES CORPORATION

By:



Name: John J. Lapham III

Title: President and Secretary

[Trademark Security Agreement- Jupiterimages Corporation]

**TRADEMARK
REEL: 004409 FRAME: 0583**

GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent,

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

[Trademark Security Agreement- Jupiterimages Corporation]

TRADEMARK
REEL: 004409 FRAME: 0584

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
ABLESTOCK.COM	Jupiterimages Corporation	Registered	76/401,193	4/24/2002	2,788,156	12/2/2003	12/2/2013
ANIMATION FACTORY	Jupiterimages Corporation	Registered	78/800,392	1/26/2006	3,255,259	6/26/2007	6/26/2017
ANIMATIONS.COM and Design	Jupiterimages Corporation	Registered	78/733,365	10/14/2005	3,168,026	11/7/2006	11/7/2016
ARCHIVE FILMS	Getty Images (US), Inc.	Registered	75/081,820	3/29/1996	2,267,990	8/10/1999	8/10/2009
BANANASTOCK	Jupiterimages Corporation	Registered	78/740,223	10/25/2005	3,564,715	1/20/2009	1/20/2019
BIGSHOT MEDIA	Jupiterimages Corporation	Registered	76/173,138	11/29/2000	2,952,065	5/17/2005	5/17/2015
BIGSHOT MOVIES	Jupiterimages Corporation	Registered	76/262,327	5/25/2001	2,926,540	2/15/2005	2/15/2015
BIGSHOTS	Jupiterimages Corporation	Registered	76/203,855	2/2/2001	2,932,207	3/15/2005	3/15/2015
BLISH	Jupiterimages Corporation	Registered	78/692,505	8/15/2005	3,446,602	6/10/2008	6/10/2018
BLUE FUSE MUSIC	Jupiterimages Corporation	Registered	77/316,572	10/30/2007	3,530,091	11/11/2008	11/11/2018
BOTANICA and Design	Jupiterimages Corporation	Registered	76/553,777	10/23/2003	3,006,958	10/18/2005	10/18/2015
BRAND X PICTURES and Design	Jupiterimages Corporation	Registered	76/231,037	3/27/2001	2,617,382	9/10/2002	9/10/2012
CLIPART.COM and Design	Jupiterimages Corporation	Registered	78/733,703	10/14/2005	3,192,312	1/2/2007	1/2/2017
COMSTOCK	Jupiterimages Corporation	Registered	74/217,567	10/30/1991	1,755,867	3/2/1993	3/2/2013

Mark Name	Holder	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
COMSTOCK IMAGES	Jupiterimages Corporation	Registered	78/723,649	9/29/2005	3,180,154	12/5/2006	12/5/2016
CREATAS	Jupiterimages Corporation	Registered	76/305,693	8/27/2001	2,607,404	8/13/2002	8/13/2012
CREATAS	Jupiterimages Corporation	Registered	78/712,226	9/13/2005	3,162,164	10/24/2006	10/24/2016
CREATIVE POWER IN MOTION	Jupiterimages Corporation	Registered	76/612,029	9/20/2004	3,069,839	3/21/2006	3/21/2016
FOODPIX (Stylized)	Jupiterimages Corporation	Registered	78/661,099	6/29/2005	3,195,865	1/9/2007	1/9/2017
FRESH. FAST. ROYALTY-FREE.	Jupiterimages Corporation	Registered	76/608,331	8/23/2004	3,031,247	12/20/2005	12/20/2015
GOODSHOOT	Jupiterimages Corporation	Registered	78/711,253	9/12/2005	3,162,162	10/24/2006	10/24/2016
HEMERA	Jupiterimages Corporation	Registered	76/276,154	6/25/2001	2,671,374	1/7/2003	1/7/2013
HEMERA and Design	Jupiterimages Corporation	Registered	76/517,161	5/28/2003	2,838,166	5/4/2004	5/4/2014
JUPITERIMAGES	Jupiterimages Corporation	Registered	78/712,191	9/13/2005	3,176,505	11/28/2006	11/28/2016
JUPITERIMAGES	Jupiterimages Corporation	Registered	76/595,363	6/3/2004	3,016,931	11/22/2005	11/22/2015
LIQUID LIBRARY	Jupiterimages Corporation	Registered	76/465,424	11/7/2002	2,971,618	7/19/2005	7/19/2015
LIQUIDLIBRARY	Jupiterimages Corporation	Registered	78/712,214	9/13/2005	3,192,174	1/2/2007	1/2/2017
MEDIABUILDER.COM	Jupiterimages Corporation	Registered	78/800,184	1/26/2006	3,168,736	11/7/2006	11/7/2016
MEDIAMUSICLOOP S and Design	Jupiterimages Corporation	Pending	77/328,912	11/14/2007	3,614,521	5/5/2009	5/5/2019
NOISEFUEL SOUND EFFECTS & IMAGING ELEMENTS and Design	Jupiterimages Corporation	Registered	77/310,618	10/23/2007	3,533,293	11/18/2008	11/18/2018

Mark Name	Holder	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
PHOTIS	Jupiterimages Corporation	Registered	76/414,375	5/29/2002	2,971,414	7/19/2005	7/19/2015
PHOTO-OBJECTS	Jupiterimages Corporation	Registered	76/297,141	8/9/2001	2,720,601	6/3/2003	6/3/2013
PHOTOOBJECTS.NET	Jupiterimages Corporation	Registered	78/701,677	8/26/2005	3,141,643	9/12/2006	9/12/2016
PHOTOS.COM>> and Design	Jupiterimages Corporation	Registered	78/733,769	10/14/2005	3,531,028	11/11/2008	11/11/2018
PICTUREARTS and Design	Jupiterimages Corporation	Registered	76/613,903	9/30/2004	3,105,633	6/20/2006	6/20/2016
PICTUREQUEST	Jupiterimages Corporation	Registered	76/023,882	4/13/2000	2,497,936	10/16/2001	10/16/2011
POLKA DOT IMAGES	Jupiterimages Corporation	Registered	77/239,815	7/26/2007	3,548,912	12/23/2008	12/23/2018
(RE)VIEW	Jupiterimages Corporation	Registered	78/772,885	12/14/2005	3,244,026	5/22/2007	5/22/2017
ROYALTYFREEMUSIC.COM	Jupiterimages Corporation	Registered	77/310,005	10/22/2007	3,533,287	11/18/2008	11/18/2018
STOCK.XCHNG	Jupiterimages Corporation	Registered	77/089,238	1/23/2007	3,526,246	11/04/2008	11/04/2018
STOCKXPRT	Jupiterimages Corporation	Registered	77/089,312	1/23/2007	3,526,247	11/04/2008	11/04/2018
STUDIOCUTZ	Jupiterimages Corporation	Registered	77/303,130	10/12/2007	3,536,140	11/25/0008	11/25/2018
THE BEAUTY ARCHIVE	Jupiterimages Corporation	Registered	78/855,870	4/6/2006	3,202,121	1/23/2007	1/23/2017
THE BEAUTY ARCHIVE (Stylized)	Jupiterimages Corporation	Registered	78/857,482	4/10/2006	3,202,133	1/23/2007	1/23/2017
THINKSTOCK	Jupiterimages Corporation	Registered	76/026,936	4/17/2000	3,002,169	9/27/2005	9/27/2015
THINKSTOCK FOOTAGE	Jupiterimages Corporation	Registered	78/701,734	8/26/2005	3,126,688	8/8/2006	8/08/2016

Mark Name	Holder	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Exp. Date
THINKSTOCK IMAGES	Jupiterimages Corpora- tion	Registered	78/701,713	8/26/2005	3,129,530	8/15/2006	8/15/2016
UNCOMMON IMAGERY FOR INTELLIGENT DESIGN	Jupiterimages Corpora- tion	Registered	76/608,330	8/23/2004	3,031,246	12/20/2005	12/20/2015
WORKBOOK	Jupiterimages Corpora- tion	Registered	77/010,802	9/29/2006	3,376,896	2/5/2008	2/5/2018