

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement 3 to the Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Getty Images (US), Inc.		08/05/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	public limited company: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3214940	TAXI	
Registration Number:	3655933	TAXI	
Serial Number:	85924100	TAXI	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Grant Bokerman, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24458-1200		
NAME OF SUBMITTER:	Grant Bokerman		

CH \$90.00 3214940

Signature:	/Grant Bokerman/
Date:	09/11/2013
Total Attachments: 5 source=GettyImagesUS_Supp3_TM Grant_Barclays_8_2013#page1.tif source=GettyImagesUS_Supp3_TM Grant_Barclays_8_2013#page2.tif source=GettyImagesUS_Supp3_TM Grant_Barclays_8_2013#page3.tif source=GettyImagesUS_Supp3_TM Grant_Barclays_8_2013#page4.tif source=GettyImagesUS_Supp3_TM Grant_Barclays_8_2013#page5.tif	

SUPPLEMENT NO.3, dated as of August 5, 2013 (this “Supplement”), to the Security Agreement, dated as of October 18, 2012 (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 (“Parent Borrower”), GETTY IMAGES (US), INC., a Delaware corporation (the “Getty Borrower” and, together with the Parent Borrower, the “Borrowers”), each of the subsidiaries of the Parent Borrower listed on Annex A thereto (each such subsidiary, individually, a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; and, together with the Borrowers, collectively, the “Grantors”), and BARCLAYS BANK PLC, 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.

B. The rules of construction and other interpretive provisions specified in Sections 1.02, 1.05, 1.06 and 1.07 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.01(c) of the Security Agreement, each Grantor has agreed to deliver to the Collateral Agent a written supplement substantially in the form of Exhibit 2 thereto with respect to any After-Acquired Intellectual Property Collateral. The Grantors have identified the additional After-Acquired Intellectual Property Collateral acquired by such Grantors after the date of the Security Agreement set forth on Schedule I hereto (collectively, the “Additional Collateral”).

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. Schedule 1 of the Security Agreement is hereby supplemented, as applicable, by the information set forth in Schedule I hereto.

SECTION 2. This Supplement may be executed by one or more of the parties to this Supplement 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 3. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 4. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

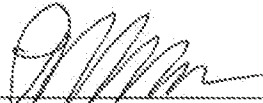
SECTION 5. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 6. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.02 of the Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower Representative at the Borrower Representative's address set forth in Section 10.02 of the Credit Agreement (whether or not then in effect).

SECTION 7. Each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented or invoiced out-of-pocket expenses in connection with this Supplement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent to the extent required to be reimbursed pursuant to Section 10.04 of the Credit Agreement.

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

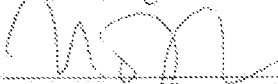
GETTY IMAGES (US), INC.

By: 
Name: TIMOTHY H. MUEHL
Title: VP TREASURER

BARCLAYS BANK PLC, as Collateral Agent,

By: _____
Name:
Title:

BARCLAYS BANK PLC,
as Collateral Agent

By:  _____

Name: **Noam Azachi**

Title: **Vice President**

[Signature Page Security Agreement Supplement No. 3]

TRADEMARK
REEL: 005108 FRAME: 0912

SCHEDULE I
TO SUPPLEMENT NO. 3 TO THE
SECURITY AGREEMENT

REGISTERED INTELLECTUAL PROPERTY

A. TRADEMARKS AND TRADEMARK APPLICATIONS

Domestic Trademarks and Trademark Applications

<u>Mark Name</u>	<u>Current Owner</u>	<u>App Number</u>	<u>App Date</u>	<u>Reg Number</u>	<u>Reg Date</u>
TAXI*	Getty Images (US), Inc.	78/697,791	8/22/2005	3,214,940	3/6/2007
TAXI*	Getty Images (US), Inc.	78/697,797	8/22/2005	3,655,933	7/14/2009
TAXI	Getty Images (US), Inc.	85/924,100	5/8/2013		

**Transferred to Getty Images (US), Inc. from Getty Images, Inc.*