

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Getty Images (US), Inc.		12/10/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 69			
Property Type	Number	Word Mark	
Registration Number:	2080495	PHOTODISC	
Registration Number:	2091464	PHOTODISC	
Registration Number:	2399162	PHOTODISC	
Registration Number:	2440037	ALLSPORT	
Registration Number:	2267990	ARCHIVE FILMS	
Registration Number:	2437245		
Registration Number:	2984575	CONTOUR	
Registration Number:	2685854	DIGITALVISION	
Registration Number:	2984571	FILMMAGIC	
Registration Number:	2906865	HULTON	
Registration Number:	1271040	IMAGE BANK	
Registration Number:	2060266	IMAGE BANK	
Registration Number:	1121161	IMAGE BANK	
Registration Number:	3026422	IMAGE.NET	
Registration Number:	1688052	IMAGEBANK	
Registration Number:	3744995	LIFESIZE	
Registration Number:	3696264	LIFESIZE	
Registration Number:	3752819	ONE80	
Registration Number:	3828779	ONE80	

CH \$1740.00 2080495

Property Type	Number	Word Mark
Registration Number:	3912400	ORCHARD
Registration Number:	1747610	PHOTONICA
Registration Number:	3655364	PUMP AUDIO
Registration Number:	3609548	PUMP AUDIO
Registration Number:	3609549	PUMP AUDIO
Registration Number:	3609550	PUMP AUDIO
Registration Number:	3609551	PUMP AUDIO
Registration Number:	3609552	PUMP AUDIO
Registration Number:	2715379	PUMP AUDIO
Registration Number:	3192458	PUMPBOX
Registration Number:	3609306	PUNCHSTOCK
Registration Number:	3616599	PUNCHSTOCK
Registration Number:	3609307	PUNCHSTOCK
Registration Number:	3663958	PUNCHSTOCK
Registration Number:	3717035	RISER
Registration Number:	3607758	RISER
Registration Number:	2269780	STOCKBYTE
Registration Number:	2265634	STOCKBYTE
Registration Number:	2605383	STONE
Registration Number:	2564317	STONE
Registration Number:	2564316	STONE
Registration Number:	2564315	STONE
Registration Number:	1716312	THE IMAGE BANK
Registration Number:	2984574	WIREIMAGE
Registration Number:	3673573	WIREIMAGE
Registration Number:	3609400	WIREIMAGE
Registration Number:	3693148	WIREIMAGE
Registration Number:	2894459	ICONICA
Registration Number:	3641207	IMAGE GUARANTEE
Registration Number:	3655933	TAXI
Registration Number:	4660252	THINKSTOCK
Registration Number:	3006958	BOTANICA
Registration Number:	2617382	BRAND X PICTURES
Registration Number:	3180154	COMSTOCK IMAGES
Registration Number:	2607404	CREATAS
Registration Number:	3162164	CREATAS
Registration Number:	3195865	FOODPIX
Registration Number:	3162162	GOODSHOOT

Property Type	Number	Word Mark
Registration Number:	2671374	HEMERA
Registration Number:	3176505	JUPITERIMAGES
Registration Number:	3016931	JUPITERIMAGES
Registration Number:	2971618	LIQUID LIBRARY
Registration Number:	3192174	LIQUIDLIBRARY
Registration Number:	3141643	PHOTOOBJECTS.NET
Registration Number:	3531028	PHOTOS.COM>>
Registration Number:	3526246	STOCK.XCHNG
Registration Number:	3526247	STOCKXPRT
Registration Number:	3129530	THINKSTOCK
Registration Number:	3002169	THINKSTOCK
Registration Number:	4786316	TAXI

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Maxine Sharavsky, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 24458-1203

NAME OF SUBMITTER: Mxine Sharavsky

SIGNATURE: /Maxine Sharavsky/

DATE SIGNED: 12/14/2015

Total Attachments: 6

source=Grant Security Interest_Trademarks_Getty Images (US) Inc_executed#page1.tif

source=Grant Security Interest_Trademarks_Getty Images (US) Inc_executed#page2.tif

source=Grant Security Interest_Trademarks_Getty Images (US) Inc_executed#page3.tif

source=Grant Security Interest_Trademarks_Getty Images (US) Inc_executed#page4.tif

source=Grant Security Interest_Trademarks_Getty Images (US) Inc_executed#page5.tif

source=Grant Security Interest_Trademarks_Getty Images (US) Inc_executed#page6.tif

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 10, 2015, made by **GETTY IMAGES (US), INC.**, a New York corporation (the "Grantor"), in favor of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Note Collateral Agent (the "Note Collateral Agent") for the Secured Parties under that certain indenture, dated as of December 10, 2015, among **ABE INVESTMENT HOLDINGS, INC.**, a Delaware corporation (together with successors in interest thereto, the "Company"), **GETTY IMAGES, INC.**, a Delaware corporation (together with successors in interest thereto, "Getty Images"), the Guarantors from time to time parties thereto, the Trustee and the Note Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "Indenture").

WHEREAS, pursuant to the Indenture, the Issuers have issued the Initial Notes and may in the future issue Additional Notes; and

WHEREAS, in connection with the Indenture, the Grantor, the Company and the other parties thereto have executed and delivered a Security Agreement, dated as of December 10, 2015, in favor of the Note Collateral 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 Note Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; 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:

1. Definitions. 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 Indenture and the Security Agreement.
2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Note Collateral 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 Indenture) and to all Trademarks now owned

or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest (including those Trademarks set forth on Schedule 1 hereto) 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 (x) any Excluded Property or (y) any assets or property that are not also required to be subject to a Lien securing the Obligations under the Senior Credit Agreement (as in effect on the Issue Date) (so long as the same remains outstanding); provided that, for the avoidance of doubt, the foregoing clause (y) shall not limit the provisions contained in Section 2.5 of the Base Intercreditor Agreement.

3. Purpose. 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 Noteholders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Holders with respect to the security interest in the Trademarks are more fully set forth in the Indenture 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.


5. Counterparts. 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.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Note Collateral 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 (US), INC.

By: 
Name: Yoko Miyashita
Title: Vice President and Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Note Collateral Agent

By: _____
Name: Lynn M. Steiner
Title: Vice President

[Notice and Confirmation of Grant of Security Interest in Trademarks – Getty Images (US), Inc.]


TRADEMARK
REEL: 005687 FRAME: 0608

IN WITNESS WHEREOF, the Grantor and the Note Collateral 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 (US), INC.

By: _____
Name: Yoko Miyashita
Title: Vice President and Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Note Collateral Agent

By: 
Name: Lynn M. Steiner
Title: Vice President

[Notice and Confirmation of Grant of Security Interest in Trademarks – Getty Images (US), Inc.]

TRADEMARK
REEL: 005687 FRAME: 0609

SCHEDULE I

Trademark Registrations

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
PHOTODISC	74/571,885	9/12/1994	2,080,495	7/22/1997
PHOTODISC	75/200,536	11/19/1996	2,091,464	8/26/1997
PHOTODISC	75/620,292	1/12/1999	2,399,162	10/31/2000
ALLSPORT	75/701,666	5/10/1999	2,440,037	4/3/2001
ARCHIVE FILMS	75/081,820	3/29/1996	2,267,990	8/10/1999
Circle Design (STOCKBYTE)	76/035,572	4/27/2000	2,437,245	3/20/2001
CONTOUR	76/562,688	12/2/2003	2,984,575	8/16/2005
DIGITALVISION	76/343,110	11/29/2001	2,685,854	2/11/2003
FILMMAGIC	76/562,661	12/2/2003	2,984,571	8/16/2005
HULTON	75/122,978	6/20/1996	2,906,865	11/30/2004
IMAGE BANK	73/410,699	1/24/1983	1,271,040	3/20/1984
IMAGE BANK (Stylized)	74/571,264	6/23/1995	2,060,266	5/13/1997
IMAGE BANK and Design (mirror 2)	73/177,855	7/12/1978	1,121,161	6/26/1979
IMAGE.NET	78/252,214	5/20/2003	3,026,422	12/13/2005
IMAGEBANK (Stylized)	74/050,752	4/19/1990	1,688,052	5/19/1992
LIFESIZE	77/051,484	11/27/2006	3,744,995	2/2/2010
LIFESIZE	77/051,492	11/27/2006	3,696,264	10/13/2009
ONE80	77/415,499	3/6/2008	3,752,819	2/23/2010
ONE80	77/415,504	3/6/2008	3,828,779	8/3/2010
ORCHARD	78/936,308	7/24/2006	3,912,400	1/25/2011
PHOTONICA	74/067,487	6/11/1990	1,747,610	1/19/1993
PUMP AUDIO	77/284,866	9/20/2007	3,655,364	7/14/2009
PUMP AUDIO	77/284,873	9/20/2007	3,609,548	4/21/2009
PUMP AUDIO	77/284,881	9/20/2007	3,609,549	4/21/2009
PUMP AUDIO	77/284,889	9/20/2007	3,609,550	4/21/2009
PUMP AUDIO	77/284,901	9/20/2007	3,609,551	4/21/2009
PUMP AUDIO	77/284,904	9/20/2007	3,609,552	4/21/2009
PUMP AUDIO and Design	76/379,030	3/5/2002	2,715,379	5/13/2003
PUMPBOX	78/753,896	11/15/2005	3,192,458	1/2/2007
PUNCHSTOCK	77/170,462	5/1/2007	3,609,306	4/21/2009
PUNCHSTOCK	77/170,464	5/1/2007	3,616,599	5/5/2009
PUNCHSTOCK	77/170,467	5/1/2007	3,609,307	4/21/2009
PUNCHSTOCK	76/286,491	7/17/2001	3,663,958	8/4/2009
RISER	78/937,171	7/25/2006	3,717,035	11/24/2009
RISER	78/937,190	7/25/2006	3,607,758	4/14/2009
STOCKBYTE	75/385,399	11/4/1997	2,269,780	8/10/1999
STOCKBYTE	75/382,086	10/30/1997	2,265,634	7/27/1999

TRADEMARK	App. No.	Filing Date	Reg. No.	Reg. Date
STONE	75/905,893	1/28/2000	2,605,383	8/6/2002
STONE	75/905,891	1/28/2000	2,564,317	4/23/2002
STONE	75/905,890	1/28/2000	2,564,316	4/23/2002
STONE	75/905,889	1/28/2000	2,564,315	4/23/2002
THE IMAGE BANK	74/050,754	4/19/1990	1,716,312	9/15/1992
WIREIMAGE	76/562,685	12/2/2003	2,984,574	8/16/2005
WIREIMAGE	77/219,646	6/29/2007	3,673,573	8/25/2009
WIREIMAGE	77/219,649	6/29/2007	3,609,400	4/21/2009
WIREIMAGE	77/219,651	6/29/2007	3,693,148	10/6/2009
ICONICA	76/505,308	4/9/2003	2,894,459	10/19/2004
IMAGE GUARANTEE	78/611,357	4/18/2005	3,641,207	6/16/2009
TAXI	78/697,797	8/22/2005	3,655,933	7/14/2009
THINKSTOCK	85/871,665	3/8/2013	4,660,252	12/23/2014
BOTANICA	76/553,777	10/23/2003	3,006,958	10/18/2005
BRANDXPICTURES and Design	76/231,037	3/27/2001	2,617,382	9/10/2002
COMSTOCK IMAGES	78/723,649	9/29/2005	3,180,154	12/5/2006
CREATAS	76/305,693	8/27/2001	2,607,404	8/13/2002
CREATAS	78/712,226	9/13/2005	3,162,164	10/24/2006
FOODPIX (Stylized)	78/661,099	6/29/2005	3,195,865	1/9/2007
GOODSHOOT	78/711,253	9/12/2005	3,162,162	10/24/2006
HEMERA	76/276,154	6/25/2001	2,671,374	1/7/2003
JUPITERIMAGES	78/712,191	9/13/2005	3,176,505	11/28/2006
JUPITERIMAGES	76/595,363	6/3/2004	3,016,931	11/22/2005
LIQUID LIBRARY	76/465,424	11/7/2002	2,971,618	7/19/2005
LIQUIDLIBRARY	78/712,214	9/13/2005	3,192,174	1/2/2007
PHOTOOBJECTS.NET	78/701,677	8/26/2005	3,141,643	9/12/2006
PHOTOS.COM>> (Stylized)	78/733,769	10/14/2005	3,531,028	11/11/2008
STOCK.XCHNG	77/089,238	1/23/2007	3,526,246	11/4/2008
STOCKXPRT	77/089,312	1/23/2007	3,526,247	11/4/2008
THINKSTOCK	78/701,713	8/26/2005	3,129,530	8/15/2006
THINKSTOCK	76/026,936	4/17/2000	3,002,169	9/27/2005
TAXI	85/924,100	5/6/2013	4,786,316	8/4/2015