

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510894

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Getty Images (Seattle), Inc.		02/19/2019	Corporation: WASHINGTON
Getty Images (US), Inc.		02/19/2019	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	4 Chase Metrotech Center
Internal Address:	MC: NY1-C413
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	2440037	ALLSPORT
Registration Number:	2267990	ARCHIVE FILMS
Registration Number:	2617382	BRAND X PICTURES
Registration Number:	2437245	
Registration Number:	2984575	CONTOUR
Registration Number:	2607404	CREATAS
Registration Number:	2685854	DIGITALVISION
Registration Number:	4893284	DIGITALVISION
Registration Number:	2984571	FILMMAGIC
Registration Number:	3603335	GETTY IMAGES
Registration Number:	2656652	GETTY IMAGES
Registration Number:	2837208	GETTY IMAGES
Registration Number:	2844647	GETTY IMAGES
Registration Number:	2842851	GETTY IMAGES
Registration Number:	4968996	GETTY IMAGES
Registration Number:	4968997	GETTY IMAGES
Registration Number:	5200414	GETTY IMAGES

OP \$1515.00 2440037

Property Type	Number	Word Mark
Registration Number:	5209807	GETTY IMAGES
Registration Number:	4481812	GTY.IM/
Registration Number:	4481813	GTY.IM/
Registration Number:	2671374	HEMERA
Registration Number:	2906865	HULTON
Registration Number:	2894459	ICONICA
Registration Number:	1271040	IMAGE BANK
Registration Number:	2060266	IMAGE BANK
Registration Number:	1121161	IMAGE BANK
Registration Number:	3641207	IMAGE GUARANTEE
Registration Number:	3026422	IMAGE.NET
Registration Number:	1688052	IMAGEBANK
Registration Number:	3176505	JUPITERIMAGES
Registration Number:	2080495	PHOTODISC
Registration Number:	2399162	PHOTODISC
Registration Number:	2091464	PHOTODISC
Registration Number:	2091463	PHOTODISC
Registration Number:	2090595	PHOTODISC
Registration Number:	1747610	PHOTONICA
Registration Number:	3531028	PHOTOS.COM>>
Registration Number:	3655364	PUMP AUDIO
Registration Number:	3609549	PUMP AUDIO
Registration Number:	3609550	PUMP AUDIO
Registration Number:	3609551	PUMP AUDIO
Registration Number:	2715379	PUMP AUDIO
Registration Number:	3526246	STOCK.XCHNG
Registration Number:	2265634	STOCKBYTE
Registration Number:	2269780	STOCKBYTE
Registration Number:	3526247	STOCKXPRT
Registration Number:	2564315	STONE
Registration Number:	2564316	STONE
Registration Number:	2564317	STONE
Registration Number:	2605383	STONE
Registration Number:	3655933	TAXI
Registration Number:	4786316	TAXI
Registration Number:	1716312	THE IMAGE BANK
Registration Number:	3002169	THINKSTOCK
Registration Number:	3129530	THINKSTOCK

Property Type	Number	Word Mark
Registration Number:	4660252	THINKSTOCK
Registration Number:	2984574	WIREIMAGE
Registration Number:	3673573	WIREIMAGE
Registration Number:	3609400	WIREIMAGE
Registration Number:	3693148	WIREIMAGE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	02/21/2019

Total Attachments: 11
source=b07. Getty - Trademark Security Agreement#page1.tif
source=b07. Getty - Trademark Security Agreement#page2.tif
source=b07. Getty - Trademark Security Agreement#page3.tif
source=b07. Getty - Trademark Security Agreement#page4.tif
source=b07. Getty - Trademark Security Agreement#page5.tif
source=b07. Getty - Trademark Security Agreement#page6.tif
source=b07. Getty - Trademark Security Agreement#page7.tif
source=b07. Getty - Trademark Security Agreement#page8.tif
source=b07. Getty - Trademark Security Agreement#page9.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. Getty Images (Seattle), Inc.
- 2. Getty Images (US), Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: 1. WA; 2. NY
 Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 19, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Street Address: MC: NY1-C413, 4 Chase Metrotech Center

City: Brooklyn

State: NY

Country: USA Zip: 11245

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

60

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

February 19, 2019
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**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 February 19, 2019, made by Getty Images (US), Inc., a New York corporation, and Getty Images (Seattle), Inc., a Washington corporation (each a "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. ("JPM"), as collateral agent for the Secured Parties (in such capacity together with its successors in such capacity, the "Collateral Agent") under as defined in that certain Credit Agreement, dated as of February 19, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized term used but not otherwise defined herein having the respective meanings set forth therein), among ABE INVESTMENT HOLDINGS, INC., a Delaware corporation (the "Parent Borrower"), GETTY IMAGES, INC., a Delaware corporation (the "Getty Borrower" and together with the Parent Borrower, the "Borrowers"), GRIFFEY MIDCO (DE), LLC, a Delaware limited liability company, the Lenders party thereto and JPM as Administrative Agent, as Collateral Agent, as Swingline Lender and as L/C Issuer.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit under the Credit Agreement subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, each Grantor, the Borrowers, the other Loan Parties party thereto and the Collateral Agent have entered into a Security Agreement, dated as of February 19, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property Collateral (as defined in the Security Agreement), including the Trademarks (as defined in the Security Agreement) constituting Intellectual Property Collateral; and

WHEREAS, each 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, each Grantor agrees as follows:

1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in and to all Trademarks, including those set forth on Schedule I hereto, 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 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 any Excluded Property.

2. Purpose. This Agreement has been executed and delivered by each 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein, *mutatis mutandis*.

4. 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GETTY IMAGES (SEATTLE), INC.

By: 
Name: Yoko Miyashita
Title: President

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GETTY IMAGES (US), INC.

By: 
Name: Yoko Miyashita
Title: President

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:

Name:

Title:



Chris Nutt

Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 006568 FRAME: 0732

SCHEDULE I

Trademark Registrations

Owner Name	Trademark	Application Number	Filing Date	Registration Number	Registration Date
Getty Images (US), Inc.	ALLSPORT	75701666	5/10/1999	2440037	4/3/2001
Getty Images (US), Inc.	ARCHIVE FILMS	75081820	3/29/1996	2267990	8/10/1999
Getty Images (US), Inc.	BRAND X PICTURES and Design	76231037	3/27/2001	2617382	9/10/2002
Getty Images (US), Inc.	Circle Design (STOCKBYTE)	76035572	4/27/2000	2437245	3/20/2001
Getty Images (US), Inc.	CONTOUR	76562688	12/2/2003	2984575	8/16/2005
Getty Images (US), Inc.	CREATAS	76305693	8/27/2001	2607404	8/13/2002
Getty Images (US), Inc.	DIGITAL VISION	76343110	11/29/2001	2685854	2/11/2003
Getty Images (US), Inc.	DIGITALVISION	85878861	3/18/2013	4893284	1/26/2016
Getty Images (US), Inc.	FILMMAGIC	76562661	12/2/2003	2984571	8/16/2005
Getty Images (US), Inc.	GETTY IMAGES	77219659	6/29/2007	3603335	4/7/2009
Getty Images (US), Inc.	GETTY IMAGES	78081963	8/30/2001	2656652	12/3/2002
Getty Images (US), Inc.	GETTY IMAGES	78099528	12/20/2001	2837208	4/27/2004
Getty Images	GETTY IMAGES	78099530	12/20/2001	2844647	5/25/2004

(US), Inc.					
Getty Images (US), Inc.	GETTY IMAGES	78099531	12/20/2001	2842851	5/18/2004
Getty Images (US), Inc.	GETTY IMAGES	85647679	6/8/2012	4968996	5/31/2016
Getty Images (US), Inc.	GETTY IMAGES	85647683	6/8/2012	4968997	5/31/2016
Getty Images (US), Inc.	GETTY IMAGES	86535205	2/13/2015	5200414	5/9/2017
Getty Images (US), Inc.	GETTY IMAGES	86535207	2/13/2015	5209807	5/23/2017
Getty Images (US), Inc.	GTY.IM/	85637823	5/29/2012	4481812	2/11/2014
Getty Images (US), Inc.	GTY.IM/	85637829	5/29/2012	4481813	2/11/2014
Getty Images (US), Inc.	HEMERA	76276154	6/25/2001	2671374	1/7/2003
Getty Images (US), Inc.	HULTON	75122978	6/20/1996	2906865	11/30/2004
Getty Images (US), Inc.	ICONICA	76505308	4/9/2003	2894459	10/19/2004
Getty Images (US), Inc.	IMAGE BANK	73410699	1/24/1983	1271040	3/20/1984
Getty Images (US), Inc.	IMAGE BANK (Stylized) ¹	74571264	6/23/1995	2060266	5/13/1997
Getty Images (US), Inc.	IMAGE BANK and Design (mirror 2)	73177855	7/12/1978	1121161	6/26/1979
Getty Images (US), Inc.	IMAGE GUARANTEE	78611357	4/18/2005	3641207	6/16/2009

¹ Maintenance documentation has not been filed and registration will be cancelled in due course.

Getty Images (US), Inc.	IMAGE.NET	78252214	5/20/2003	3026422	12/13/2005
Getty Images (US), Inc.	IMAGEBANK (Stylized)	74050752	4/19/1990	1688052	5/19/1992
Getty Images (US), Inc.	JUPITERIMAGES	78712191	9/13/2005	3176505	11/28/2006
Getty Images (US), Inc.	PHOTODISC	74571885	9/12/1994	2080495	7/22/1997
Getty Images (US), Inc.	PHOTODISC	75620292	1/12/1999	2399162	10/31/2000
Getty Images (US), Inc.	PHOTODISC ²	75200536	11/19/1996	2091464	8/26/1997
Getty Images (Seattle), Inc.	PHOTODISC (Stylized - New) ³	75200535	11/19/1996	2091463	8/26/1997
Getty Images (Seattle), Inc.	PHOTODISC and Design ⁴	75052500	2/1/1996	2090595	8/26/1997
Getty Images (US), Inc.	PHOTONICA	74067487	6/11/1990	1747610	1/19/1993
Getty Images (US), Inc.	PHOTOS.COM>> and Design	78733769	10/14/2005	3531028	11/11/2008
Getty Images (US), Inc.	PUMP AUDIO	77284866	9/20/2007	3655364	7/14/2009
Getty Images (US), Inc.	PUMP AUDIO	77284881	9/20/2007	3609549	4/21/2009
Getty Images	PUMP AUDIO	77284889	9/20/2007	3609550	4/21/2009

² Maintenance documentation has not been filed and registration will be cancelled in due course.

³ Maintenance documentation has not been filed and registration will be cancelled in due course.

⁴ Maintenance documentation has not been filed and registration will be cancelled in due course.

(US), Inc.					
Getty Images (US), Inc.	PUMP AUDIO	77284901	9/20/2007	3609551	4/21/2009
Getty Images (US), Inc.	PUMP AUDIO and Design	76379030	3/5/2002	2715379	5/13/2003
Getty Images (US), Inc.	STOCK.XCHNG ⁵	77089238	1/23/2007	3526246	11/4/2008
Getty Images (US), Inc.	STOCKBYTE	75382086	10/30/1997	2265634	7/27/1999
Getty Images (US), Inc.	STOCKBYTE	75385399	11/4/1997	2269780	8/10/1999
Getty Images (US), Inc.	STOCKXPRT ⁶	77089312	1/23/2007	3526247	11/4/2008
Getty Images (US), Inc.	STONE	75905889	1/28/2000	2564315	4/23/2002
Getty Images (US), Inc.	STONE	75905890	1/28/2000	2564316	4/23/2002
Getty Images (US), Inc.	STONE	75905891	1/28/2000	2564317	4/23/2002
Getty Images (US), Inc.	STONE	75905893	1/28/2000	2605383	8/6/2002
Getty Images (US), Inc.	TAXI	78697797	8/22/2005	3655933	7/14/2009
Getty Images (US), Inc.	TAXI	85924100	5/6/2013	4786316	8/4/2015
Getty Images (US), Inc.	THE IMAGE BANK	74050754	4/19/1990	1716312	9/15/1992
Getty Images	THINKSTOCK	76026936	4/17/2000	3002169	9/27/2005

⁵ Maintenance documentation has not been filed and registration will be cancelled in due course.

⁶ Maintenance documentation has not been filed and registration will be cancelled in due course.

(US), Inc.					
Getty Images (US), Inc.	THINKSTOCK	78701713	8/26/2005	3129530	8/15/2006
Getty Images (US), Inc.	THINKSTOCK	85871665	3/8/2013	4660252	12/23/2014
Getty Images (US), Inc.	WIREIMAGE	76562685	12/2/2003	2984574	8/16/2005
Getty Images (US), Inc.	WIREIMAGE	77219646	6/29/2007	3673573	8/25/2009
Getty Images (US), Inc.	WIREIMAGE	77219649	6/29/2007	3609400	4/21/2009
Getty Images (US), Inc.	WIREIMAGE	77219651	6/29/2007	3693148	10/6/2009