

02-17-1999

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100965890

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Advanstar Communications Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State (New York)
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 200 Jericho Quadrangle

City: Jericho State: NY ZIP: 11753

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other New York banking corporation

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

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: January 18, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,198,428; 2,198,031; 2,198,429; 2,208,016; 2,209,859; 2,209,005; 2,203,971 (See attached Schedule A)

Additional numbers attached?  Yes  No

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

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

02/17/1999 JSHABAZZ 00000009 2198428

FC:481                                      49.00 OP  
FC:482                                      130.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): ..... \$190

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Lori E. Lesser, Esq.  
Name of Person Signing

[Signature]  
Signature

2/14/99  
Date

Total number of pages comprising cover sheet: 5

Schedule A

**TRADEMARKS**

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
RNT	2,198,428	10/20/1998	Advanstar
PLASTICS FAIR	2,198,031	10/20/1998	Advanstar
COMUNICACIONES	2,198,429	10/20/1998	Advanstar
HOSPITALITY PRODUCT NEWS	2,208,016	12/08/1998	Advanstar
THE ROOFING SPECIFIER	2,209,859	12/08/1998	Advanstar
CADALYST	2,209,005	12/08/1998	Advanstar
GEO INFO SYSTEMS	2,203,971	11/17/1998	Advanstar

**CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of 1/18, 1999, is made by Advanstar Communications Inc., a New York corporation (the "Company"), in favor of The Chase Manhattan Bank, as administrative agent (the "Agent") for the banks and other financial institutions (the "Lenders"), parties to the Credit Agreement dated as of May 31, 1996, as amended and restated as of August 26, 1998, (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, Advanstar Holdings, Inc., a Delaware corporation, and the Subsidiary Guarantors (as defined in the Credit Agreement) from time to time parties thereto, the Lenders and the Agent.

**W I T N E S S E T H:**

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

WHEREAS, in connection with the Credit Agreement, the Company has executed and delivered a Security Agreement, dated as of May 31, 1996 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to Exhibit B-2 to the Credit Agreement, the Company pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in the Trademark Collateral, which includes (as set forth in Exhibit B-1 of the Credit Agreement) "all Trademarks, whether now owned or hereafter acquired by any Obligor";

WHEREAS, after execution of the Credit Agreement, additional Trademarks (including those set forth on Schedule A hereto) have been acquired by the Company and/or other Obligors; and

WHEREAS, pursuant to the foregoing, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and as part of the Company's obligations that it undertook to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, the Company agrees, for the benefit of the Agent and the Lenders, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

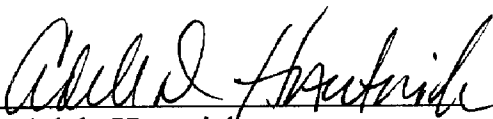
2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges, and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks listed on Schedule A hereto, to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under 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.

4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement 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.

IN WITNESS WHEREOF, the Company has caused this Conditional Assignment to be duly executed and delivered by its appropriate officer thereunto duly authorized as of the day and year first above written.

ADVANSTAR COMMUNICATIONS INC.

By: 

Name: Adele Hartwick

Title: Vice President, Treasurer & Controller

STATE OF MINNESOTA )  
 )ss  
COUNTY OF ST. LOUIS )

On the 18th day of JANUARY, 1999, before me personally came Adele D. Hartwick, who is personally known to me to be the Vice President, Treasurer & Controller of Advanstar Communications Inc., a New York corporation; who, being duly sworn, did depose and say that she is the <sup>VICE PRESIDENT</sup> Treasurer & Controller in such corporation, the corporation described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she acknowledged said instrument to be the free act and deed of said corporation.



*Debra A. Carlson*  
\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]