

05-01-2001

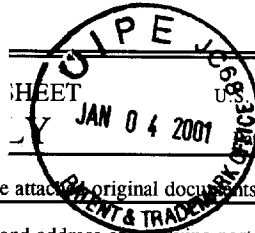
1.4.01

Form PTO-1594

(Rev 6-93)



101695389



U.S. Department of Commerce  
Patent and Trademark Office

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)
- General Partnership
- \*Corporations
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- \* Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: December 11, 2000

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

Name: FLEET NATIONAL BANK, as administrative agent

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

4-26-01

Street Address: Mail Stop MADE-10009D

100 Federal Street

City: Boston State: MA ZIP: 02110

Country: \_\_\_\_\_

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation \_\_\_\_\_

\* Other bank, financial institution

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)

Additional name(s) & Address(es) attached? Yes \* No

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

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s) SEE SCHEDULE I

B. Trademark No.(s) SEE SCHEDULE I

2055343

Additional numbers attached \* Yes  No

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

Name: Robert E. Rude II

Internal Address: Mayer Brown & Platt

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 160

7. Total fee (37 CFR 3.41): \$ 4,015.00

\* Enclosed (Check No. 18952)

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach 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.

Robert E. Rude II  
Name of Person Signing

RS R II  
Signature

January 4, 2001  
Date

Total number of pages comprising cover sheet and document attachments: 13

**SCHEDULE I**  
**to Trademark Security Agreement**

**Item A. Trademarks**

**Registered Trademarks**

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>
Abilities Expo	2055343	4/22/97
Accessory Showcase	2125498	12/30/97
Advanstar	1874159	1/17/95
Advanstar Communications	1770399	5/11/93
Advanstar Communications & Design	1770400	5/11/93
Aftermarket Business	1758303	3/16/93
America's Network	1903938	7/4/95
American Big Twin Dealer (principal)	cb1 2263202	7/20/99
American Big Twin Dealer (supplemental)	1699996	7/7/92
American Salon (principal)	1765843	4/20/93
American Salon (supplemental)	1373157	11/26/85
American Spa	2188654	9/8/98
Applied Clinical Trials	1786314	8/3/93
Art Business News	2125500	12/30/97
ArtExpo Los Angeles	2242289	4/27/99
ArtExpo New York (principal)	2269003	8/10/99
ArtExpo Preview	1718000	9/22/92
Automatic I.D. News	1758301	3/16/93
BFIA Body Fashions/Intimate Apparel (stylized)	1584615	2/27/90
Biocard International	2160343	5/26/98
Biopharm	2161099	5/26/98

Brown's directory of North American and International Gas Companies	1574871	1/2/90
Cadalyst	2209005	12/8/98
Callcenterlive	2367257	7/11/00
Comunicaciones	1171181	9/29/81
Comunicaciones (principal)	2198429	10/20/98
Concrete Industries Yearbook	726280	1/9/62
Control Ambiental Expo	1903976	7/4/95
Cosmetic Insider's Report	1893124	5/9/95
Cosmetic Surgery Times	2127857	1/6/98
Cyclorama	1299852	10/9/84
DCC Expo	2376210	8/8/00
Dealernews	1606352	7/17/90
Dermatology Times	1456511	9/8/87
Design (Ladies Head)	1337123	5/21/85
Directory of the Nonmetallic Minerals Industries	726279	1/9/62
DTC Times the Magazine of Consumer Health Care Marketing	2299541	12/14/99
DVM The Newsmagazine of Veterinary Medicine	1580044	1/30/90
Entertainment Merchandising	1476386	2/9/88
EXPOCON	cb1 1451251	8/4/87
Factory (The)	2287974	10/19/99
Formulary	2127917	1/6/98
GEO Info Systems	1682505	4/7/92
GEO Info Systems (principal)	2203971	11/17/98
Geriatrics	831462	7/4/67

Global Cosmetic Industry	162297149	11/30/99
Golfdom	2341952	4/11/00
GPS World	1666686	12/3/91
Green Book	1382276	2/11/86
Haircolor USA	1618020	10/16/90
Hospitality Product News	2208016	12/8/98
Hotel & Motel Management	fs161758302	3/16/93
Hotel & Motel Management (stylized)	1172705	10/6/81
IBS	1578043	1/16/90
ICCM	2329175	3/14/00
ID Expo	1925795	10/10/95
IEC Internet & Electronic Commerce Conference & Exposition	2148507	4/7/98
Innerviews	2235392	3/23/99
International Beauty Show	1882460	3/7/95
International Fashion and Boutique show	1417951	11/18/86
International Fashion Boutique Show	1761633	3/30/93
International Fashion Fabric Exhibition	1888093	4/4/95
International Fashion Fabric Exhibition (Stylized)	1903975	7/4/95
International Kids Fashion Show	1724158	10/13/92
International Kids Fashion Show	1417950	11/18/86
International Motorcycle Shows	1646225	5/28/91
Landscape Management	1557418tx90	9/19/89
LBH	1763217	4/6/93
LBH and Design	1763218	4/6/93
LC Liquid Chromatography and HPLC Magazine (Stylized)	1288985	8/7/84

LC*GC (Stylized)	2140815	3/5/98
Long Beach Hairdressers Guilds	1362332	cb1 9/24/85
LP/GAS	1584614	2/27/90
Man's Head (design)	1995790	8/20/96
Managed Healthcare	1925397	10/10/95
Modern Medicine	537137	1/30/51
Neurology Times	1871280	1/3/95
Official Board Markets	1581463	f3 2/6/90
On Demand Digital Printing & Publishing	1899120	6/13/95
Ophthalmology Times	1461867	10/20/87
Paperboard Packaging	828228	5/2/67
PC Graphics & Video	1901365	6/20/95
Pest Control	869723	5/20/69
Pharm Tech Conference and Design (Stylized)	1331303	4/16/85
Pharmaceutical Executive	2147366	3/31/98
Pharmaceutical Executive and Design	1280288	5/29/84
Pharmaceutical Technology	1603664	6/26/90
Pit & Quarry	1960218	3/5/96
Pit and Quarry Design	508767	4/19/49
Pocket Survival Guide	1697610	6/30/92
Post	1404020	8/5/86
Premier Hotels & Resorts	2170599	6/30/98
Premier Spas	2376305	8/8/00
RELAX	2121592	12/16/97
RNT	2198428	10/20/98
Roofing Specifier (The)	2209859	12/8/98
RSI	1072234	8/30/77

San Diego Beauty & Trade Show	1389382	4/8/86
Scan-Tech	1360961	9/17/85
Scientific Data Management	2239957	4/13/99
Sensors (Stylized)	1818907	2/1/94
Sensors Expo (stylized)	1867152	12/13/94
Shades of Beauty	2384041	9/5/00
Spectroscopy	1462419	10/20/87
Spectroscopy	2343638	4/18/00
Sports Fan Experience	1916729	9/5/95
Team Expo	2138985	2/24/98
Telecom Investor	2369565	7/18/00
Telepress LatinoAmerica and Design	2346550	5/2/00
Teleprofessional (stylized)	2048755	4/1/97
The 100 Most Powerful Women in Travel	2168679	6/23/98
Travel Agent	1399352	7/1/86
Travel Agent International	2182578	8/18/98
Travel Agent Official Travel Industry Directory	1934846	11/14/95
Travel Agent the National Newsweekly Magazine of the Travel Industry	1839353	6/14/94
Urology Times	1462774	10/27/87
Video OB/GYN Times	2130297	1/20/98
Video Store	1365533	10/15/85
Video Urology Times	1813476	12/28/93
Web Merchant	233991	3/21/00
Wireless Asia	2242228	4/27/99
Wireless Comunicaciones	2236287	3/30/99
Worldpharm	2245490	5/18/99

Pending Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Call Center & Design	75/578163	10/26/1998
Competitive Carrier	75/817633	10/06/1999
Customer Contact Week	76/019906	03/31/2000
Customer Interface	75/877056	12/20/1999
Digital Hall of Fame	76/021837	04/07/2000
DVD Festival	76023754	04/11/2000
E-Learning Conference & Expo	75/896545	01/14/2000
E-Learning Magazine	75/877057	12/20/1999
E-Learning Solutions	75/938893	03/08/2000
E-Vent	75/800733	09/15/1999
Edge (The)	75/778921	08/19/1999
Field Service Solutions	75752273	07/15/1999
Formulary Kits Online	75/665394	03/22/1999
Frontline Solutions	75/817629	10/06/1999
Galileo's World	75881561	12/28/1999
Geospatial Solutions	76/020672	04/07/2000
Healthcare Marketing and Media	75/862271	12/02/1999
LCGC (Stylized Spike)	75/800735	09/15/1999
Medical Design World	75/938069	03/08/2000
MYMEDIAHOUSE	76019129	04/06/2000
Parcel Logistics Expo	76024953	04/13/2000
Pret America	75/936458	03/06/2000
Pret USA	75/514163	07/07/1998
Response	75594505	11/24/1998
Selling North America & The Caribbean	75/389827	11/13/1997
Sensors Express	75711724	05/21/1999
Sensors Express (Design)	75712020	05/21/1999

Streaming 4 Business	76097862	07/27/2000
Street	75/857332	11/24/1999
Wireless Americas	75/851839	11/16/1999

Trademark Applications in Preparation

<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
1. LIMA	International Licensing Industry Merchandisers' Association, Inc. (LIMA)	Advanstar Communications Inc successor in interest to Expocon Management Associates, Inc.	2/24/1998	Upon termination of Show Sponsorship Agreement
2. American Beauty Association	American Beauty Association	Advanstar Communications Inc.	9/14/1998	Last Event in 2008
3. ABA				
4. Logo				
5. National Cosmetology Association	National Cosmetology Association	Advanstar Communications Inc. (re publication American Salon)	4/15/1997	12/31/2000
6. Women's Wear Daily	Fairchild Publications Inc.	Advanstar Communications Inc.	11/24/1999	12/31/2010
7. WWD Magic				



[EXECUTION COPY]

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 11, 2000, is made between Advanstar Communications Inc., a New York corporation (the "Grantor"), and Fleet National Bank, as Administrative Agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties:

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of October 11, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions and other Persons from time to time parties thereto (collectively, the "Lenders"), DLJ Capital Funding, Inc., as Lead Arranger and Syndication Agent, and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Pledge and Security Agreement, dated as of October 11, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuers to make Credit Extensions to the Grantor pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 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 incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of its Obligations, the Grantor hereby mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature covered in clause (c) below, now existing or hereafter adopted or acquired in the United States, including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the

Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement) or (ii) the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby 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 as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**[The remainder of page is intentionally left blank.]**

IN WITNESS WHEREOF, the parties hereto 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.

ADVANSTAR COMMUNICATIONS INC.

By \_\_\_\_\_

Name: David W. Montgomery  
Title: VP-Finance, CFO & Secretary

FLEET NATIONAL BANK, as  
Administrative Agent

By \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the parties hereto 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.

ADVANSTAR COMMUNICATIONS INC.

By \_\_\_\_\_

Name:

Title:

FLEET NATIONAL BANK, as  
Administrative Agent

By [Signature]

Name: [Signature]

Title: [Signature]

**Date:** 04/17/2001 1:31 PM  
**Sender:** "DEBRA CARLSON" <SMTP:dcarlson@advanstar.com>  
**To:** Robert E. Rude  
**Priority:** Normal  
**Subject:** RE: abilities expo

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Hi Robert,

I pulled my file and the number on the original registration certificate for Abilities Expo is 2,055,343, the same number you gave me below. I checked the SAEGIS site and the record for Abilities Expo does come up under that number. The original owner was a subsidiary, Expocon Management Associates, Inc., which was merged into Advanstar Communications. The merger was recorded and shows on the SAEGIS records. The mark was registered 4/22/1997 so has not missed the Section 8 filing deadline. I next checked the PTO's TARR website and that registration number is on file for Abilities Expo and shows as a current filing. I am at a loss as to why the PTO can't find this record.