

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanstar Communications Inc.		08/19/2009	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Credit Suisse, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank acting through its Cayman Islands branch: SWITZERLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3517635	CAREERSNIFF
Registration Number:	3488316	CHANGEGEARS
Registration Number:	3615813	CHANGEGEARS
Registration Number:	3581523	CLICKVISION
Registration Number:	3588458	CLINIGAP
Registration Number:	3446368	DPRWORLD
Registration Number:	3488551	HOT AUTO PRODUCTS
Registration Number:	3542765	IN THE KNOW

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive
 Address Line 2: Suite 2000

OP \$215.00 3517635

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 038263-0181

NAME OF SUBMITTER: Rhonda DeLeon

Signature: /Rhonda DeLeon/

Date: 08/27/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this “Trademark Security Agreement Supplement”), dated as of August 19, 2009, is made between the Borrower (as defined in the Credit Agreement) (the “Grantor”), and Credit Suisse, as Administrative Agent (together with any successor(s) thereto in such capacity, the “Administrative Agent”) and as Collateral Agent (together with any successor(s) thereto in such capacity, the “Collateral Agent”) for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a First Lien Credit Agreement, dated as of May 31, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the various financial institutions and other Persons from time to time parties thereto (collectively, the “Lenders”), Credit Suisse Securities (USA) LLC and Barclays Bank PLC, as Joint Lead Arrangers, TD Securities (USA) LLC and The Governor and Company of the Bank of Ireland as Syndication Agents, Administrative Agent and Collateral Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Pledge and Security Agreement, dated as of May 31, 2007 (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 Trademark Security Agreement Supplement and to grant to the Collateral 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 Trademark Security Agreement Supplement; 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 Borrower 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 Trademark Security Agreement Supplement, 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 pledges, hypothecates, charges, and mortgages to the Collateral Agent, for its benefit and the ratable benefit of each Secured Party, and grants to the Collateral Agent a

security interest in, for its benefit and the ratable 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 trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, domain names, 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 and foreign jurisdictions, including those referred to in 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 (other than "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States 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 "Trademarks");
- (b) all Trademark licenses and other agreements providing for the grant by or to the Grantor of any right under any Trademark;
- (c) all of the goodwill of the business connected with the use of, and symbolized by any Trademark;
- (d) the right to sue or otherwise recover for past, present and future infringements and dilutions of any Trademark or Trademark license or for any injury to the goodwill associated with the use of any such Trademark or for any breach or enforcement of any Trademark license; and
- (e) all other rights corresponding thereto, and all proceeds of the foregoing now and hereafter due and/or payable with respect thereto, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. This Trademark Security Agreement Supplement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral 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 Collateral 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 Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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 5. Loan Document, etc. This Trademark Security Agreement Supplement 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 6. Counterparts. This Trademark Security Agreement Supplement may be executed by the parties hereto in several counterparts (including by telecopy, facsimile or other electronic transmission), each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Trademark Security Agreement Supplement shall be deemed to be a contract made under and governed by the internal laws of the state of New York.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement Supplement to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first above written.

ADVANSTAR COMMUNICATIONS INC.

By: 

Name: **WARD D. HELMS**

Title: **VICE PRESIDENT**

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH,
as Administrative Agent and Collateral Agent

By: 

Name:

Title:

Bryan J. Matthews
Director

By: 

Name:

Title:

Deena Jain
Vice President

Schedule I

Trademarks

Advanstar Communications, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
CAREERSNIFF	77243326 July 31, 2007	3517635 October 14, 2008
CHANGEGEARS	77376330 January 21, 2008	3488316 August 19, 2008
CHANGEGEARS	77582832 October 1, 2008	3615813 May 5, 2009
CLICKVISION	77402261 February 21, 2008	3581523 February 24, 2009
CLINIGAP	77338536 November 28, 2007	3588458 March 10, 2009
DPRWORLD	77272233 September 5, 2007	3446368 June 10, 2008
HOT AUTO PRODUCTS	77414837 March 6, 2008	3488551 August 19, 2008
IN THE KNOW	77329220 November 14, 2007	3542765 December 9, 2008