

09-17-1998

HEET
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100831070

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

1. Name of conveying party(ies): Applied Business teleCommunications

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State (California)
- Other _____

Additional name(s) of conveying party(ies) 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: June 9, 1998

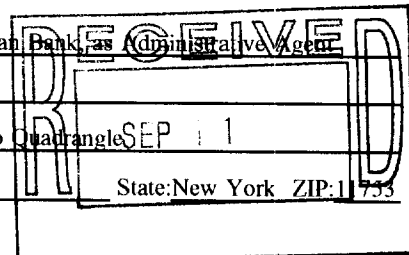
2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address: _____

Street Address: 200 Jericho Quadrangle

City: Jericho State: New York 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,974,882; 1,976,359; 2,038,166

Additional numbers attached? Yes No

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

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90

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.

Raymond M. Maiello, Esq.
Name of Person Signing

[Signature]
Signature

9/8/98
Date

Total number of pages comprising cover sheet: 8

09/16/1998 BNGUYEN 00009244 1974882

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:481
02 FC:482

40.00 OP
50.00 OP

CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of June 9, 1998 is made by Applied Business teleCommunications, a California corporation (the "Additional Subsidiary Guarantor"), 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 April 30, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Advanstar Communications Inc. (the "Borrower"), AHI Holding Corp., a Delaware corporation, 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 Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Additional Subsidiary Guarantor has executed and delivered an Additional Obligor Addendum, dated as of the date hereof, pursuant to which the Additional Subsidiary Guarantor has become party to the Credit Agreement and to the Security Agreement, referred to therein (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, under the Credit Agreement, the Additional Subsidiary Guarantor is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Additional Subsidiary Guarantor has duly authorized the execution, delivery and performance of the Conditional Assignment;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to continue to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Additional Subsidiary Guarantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 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.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Additional Subsidiary Guarantor 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 Trademark Collateral (including, without limitation, those items 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.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Additional Subsidiary Guarantor 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.

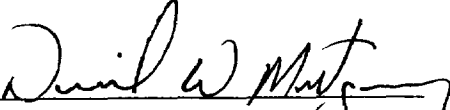
SECTION 4. Acknowledgment. The Additional Subsidiary Guarantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APPLIED BUSINESS TELECOMMUNICATIONS

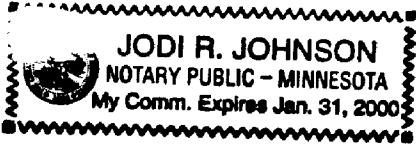
By: 
Name: David W. Montgomery
Title: Vice President, Chief Financial Officer
and Secretary

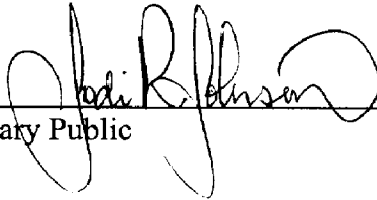
THE CHASE MANHATTAN BANK.
as administrative agent for the
Lenders

By: _____
Name:
Title:

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

On the 30th day of June, 1998, before me personally came David W. Montgomery who is personally known to me to be the Vice President of Applied Business teleCommunications, a California corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.





Notary Public


[NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

APPLIED BUSINESS TELECOMMUNICATIONS

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK,
as administrative agent for the
Lenders

By:  _____
Name: **MITCHELL J. GERVIS**
Title: **VICE PRESIDENT**

STATE OF NEW YORK)
)ss
COUNTY OF NEW YORK)

On the 21 day of ^{July}~~June~~, 1998, before me personally came Mitchell J. Geny who is personally known to me to be the Vice President of Applied Business teleCommunications, a California corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

KAN LOUIE
Notary Public, State of New York
No. 24-5004282
Qualified in Kings County
Certificate Filed in New York County
Commission Expires 11-16-98

Schedule A

U.S. Trademarks

1. Unregistered copyright and trademark for Telconferencing Magazine. **THIS MARK IS SUBJECT TO COMMON LAW PROTECTION WITH INITIAL DATE OF USAGE BEGINNING IN 1981.**
2. Unregistered copyright and trademark for Education at a Distance Magazine (ED). **THIS MARK IS SUBJECT TO COMMON LAW PROTECTION WITH INITIAL DATE OF USAGE BEGINNING IN 1986.**
3. Unregistered copyright and trademark for The Guide to Teleconferencing and Distance Learning. **THIS MARK IS SUBJECT TO COMMON LAW PROTECTION WITH INITIAL DATE OF USAGE BEGINNING IN 1992.**
4. Federally registered trademarks:
 - a. Deskcon (Registration No. 1,974,882)
 - b. Idicon (Registration No. 1,976,359)
 - c. Telecon (Registration No. 2,038,166)

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE
NEW YORK, N.Y. 10017-3054
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

(212) 455-3232

E-MAIL ADDRESS

R_Maiello@stblaw.com

EXPRESS MAIL

September 8, 1998

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Office of Public Records
Crystal Gateway 4, Room 335
Washington, DC 20231

Dear Madam or Sir:

Enclosed for recording please find a Conditional Assignment of and Security Interest in Trademark Rights in favor of The Chase Manhattan Bank, as Administrative Agent, covering 3 U.S. trademarks and trademark applications.

A check for \$90 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,


Raymond M. Maiello

cc: Lorraine Ludemann

Enclosure

LONDON

HONG KONG

TOKYO

SINGAPORE

COLUMBUS

LOS ANGELES

RECORDED: 09/11/1998

TRADEMARK
REEL: 1788 FRAME: 0390