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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11/6/98

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

1. Name of conveying party(ies): Advanstar Communcations 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 Trademarks Rights

Execution Date: October 13, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 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

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41): ..... $ 315.00

☒ 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.	[signature]	11-4-98
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: 5

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

11/10/1998 SLIGHS 00000283 2048755
01 FC:481 40.00 DP
02 FC:482 275.00 DP

TRADEMARK
REEL: 1811 FRAME: 0499

Schedule A

TRADEMARKS

Trademark	Reg. No.	Reg. Date
TELEPROFESSIONAL	2,048,755	April 1, 1997
LOGO OF MAN'S HEAD	1,995,790	August 20, 1996
PREMIER HOTELS & RESORTS	2,170,599	June 30, 1998
POST	1,404,020	August 5, 1986
SCAN-TECH	1,360,961	September 17, 1985
AMERICAN SPA	2,188,654	September 8, 1998
TRAVEL AGENT THE NATIONAL NEWSWEEKLY MAGAZINE OF THE TRAVEL INDUSTRY	1,839,353	June 14, 1998
Design Mark	1,805,624	November 16, 1993
TRAVEL AGENT OFFICIAL TRAVEL INDUSTRY DIRECTORY	1,934,846	November 14, 1995
TRAVEL AGENT INTERNATIONAL	2,182,578	August 18, 1998
TRAVEL AGENT	1,399,352	July 1, 1986
THE 100 MOST POWERFUL WOMEN IN TRAVEL	2,168,679	June 23, 1998

CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of 10-13, 1998, 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: Adele Hartwick
Name: Adele Hartwick
Title: Treasurer & Controller

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

On the 13 day of OCTOBER, 1998, before me personally came Adele D. Hartwick, who is personally known to me to be the Treasurer & Controller of Advanstar Communications Inc., a New York corporation; who, being duly sworn, did depose and say that she is the 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

DEBRA A. CARLSON
NOTARY PUBLIC - MINNESOTA
CARLTON COUNTY
My Commission Expires 1-31-2000

[NOTARIAL SEAL]