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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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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) ☐ 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: April 21, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,235,392; 2,236,287 (see Exhibit 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

05/28/1999 JSHABAZZ 00000277 2235392

01 FC:481 40.00 OP

02 FC:482 25.00 OP

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): $65

☐√ 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.	Lori E. Lesser	5/25/99
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: 4

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

CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of APRIL 21, 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 Advanstar Communications Inc., (the "Borrower"), Advanstar, 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.

WITNESSETH:

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 Guarantors have executed and delivered an Additional Obligor Addendum, dated as of the date hereof, pursuant to which the Additional Subsidiary Guarantors have become parties 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 Guarantors are required to execute and deliver this Conditional Assignment; and

WHEREAS, each 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, each of the Additional Subsidiary Guarantors 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. Each 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 Guarantors 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. Each 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.

ADVANSTAR COMMUNICATIONS INC.

By: Adele D. Hartwick
Name: Adele D. Hartwick
Title: V.P., Treasurer and Controller

THE CHASE MANHATTAN BANK,
As administrative agent for the Lenders

By: _____
Name:
Title:

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

On the 21 day of APRIL, 1999, before me came ADELE D. HARTWICK, who is personally known to me to be the V.P., Treasurer and Controller of ADVANSTAR COMMUNICATIONS INC., a New York corporation; who, being duly sworn, did depose and say that she is the V.P., Treasurer and 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

EXHIBIT A
TO THE CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS
1ST QUARTER 1999

MARK NAME	REG. NO.	REG. DATE	OWNER
INNERVIEWS	2,235,392	3/23/1999	Advanstar Communications
WIRELESS COMMUNICACIONES	2,236,287	3/20/1999	Advanstar Communications