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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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OPR/FINANCE

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 (NY)

☐ Other

9-17-99

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: July 28, 1999

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

A. Trademark Application No.(s) **See attached Schedule A**

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: 17

7. Total fee (37 CFR 3.41): $440.00

☒ 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. — Name of Person Signing

Lori Lesser — Signature

9-17-99 — Date

Total number of pages comprising cover sheet: 8

09/22/1999 DNGUYEN 00000306 1694360

01 FC:481 40.00 OP
02 FC:482 400.00 OP

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

Schedule A

U.S. Trademarks

Trademark	Serial Numbers	Registration Numbers	Application Date	Registered Dated
ACCENT	74192275	1694360	08/05/91	06/16/92
INTERNATIONAL KIDS FASHION SHOW and Design	74430922	1861145	08/30/93	11/01/94
INTERNATIONAL KIDS FASHION SHOW	73576230	1417950	01/03/86	11/18/85
INTERNATIONAL FASHION AND BOUTIQUE SHOW	73576603	1417951	01/03/86	11/18/86
INTERNATIONAL FASHION BOUTIQUE SHOW and Design	74430933	1858822	08/30/93	10/18/94
INTERNATIONAL FASHION FABRIC EXHIBITION (Stylized Letters)	74430580	1903975	08/30/93	07/04/95
INTERNATIONAL FASHION FABRIC EXHIBITION	74428462	1888093	08/25/93	04/04/95
INTERNATIONAL KIDS FASHION SHOW	74239090	1724158	01/27/92	10/13/92
INTERNATIONAL FASHION BOUTIQUE SHOW	74238292	1761633	01/17/92	03/30/93
ONESOURCE (Stylized Letters)	75588650	Pending	11/16/98	N/A
PREMIER FASHIONS	74362509	1835636	02/25/93	05/10/94
PRET USA	75514163	Pending	07/07/98	N/A
PRET AMERICA	75602487	Pending	12/10/98	N/A

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Trademark	Registration Number (if any)
SENSORS	1818907
One half interest in *SENSORS EXPO*	1867152
Sensors Express (word mark)	Applied for - serial number 75/711724
Sensors Express (design)	Applied for - serial number 75/712020

Domain Names

SENSORSMAG.COM
SENSORSBUYERSGUIDE.COM
SENSORSBUYERSGUIDE.NET
SENSORSEXPRESS.COM (registration pending)
SENSORSEXPRESS.NET (registration pending)

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CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of July 28, 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 July 28, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Advanstar Communications Inc. (the "Borrower"), 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; and

WHEREAS, as a condition precedent to the amendment and restatement of the Credit Agreement, the Company is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Company 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 Company 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 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 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 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.

SECTION 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.

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: _____
Name:
Title:

THE CHASE MANHATTAN BANK,
as administrative agent for the
Lenders

By: _____
Name:
Title:

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

On the 28th day of July, 1999, before me personally came David W. Montgomery who is personally known to me to be the Vice President of Finance, Chief Financial Officer and Secretary of Advanstar Communications Inc., a New York corporation; who, being duly sworn, did depose and say that he is the Vice President of Finance, Chief Financial Officer and Secretary of 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.

Mary Ann Foerth
Notary Public

MARYANN FOERTH
Notary Public, State of New York
No. 41-4910290
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Oct. 26, 1999

[NOTARIAL SEAL]

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