

04/20/00

FORM PTO 1594
1-31-97

RECORD
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05-12-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101354378

Tab settings

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

1. Name of conveying party(ies) **OPR/ENHANCE** Star Communications, Inc.

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merge
- Security Agreement
- Change of Name
- Other Conditional Assignment and Security Interest

Execution Date: January 8, 2000

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

Name: The Chase Manhattan Bank, as Administrative Agent
 Internal Address: _____
 Street Address: 4 MetroTech Center, 5th Floor
 City: Brooklyn State: NY ZIP: 11245

- 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) **2,287,974 2,291,226 2,299,541**

Additional numbers attached? Yes No

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

Name: Kristopher E. Ahrend, 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): \$ 90.00
 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.

Kristopher E. Ahrend, Esq.
Name of Person Signing

Signature

4/20/00
Date

Total number of pages comprising cover sheet: 5

05/11/2000 JJALLAHE 00000024 2287974

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

(40.00 DP)
50.00 DP

TRADEMARK
REEL: 002070 FRAME: 0390

CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF SECURITY INTEREST IN ADVANSTAR COMMUNICATIONS INC., ("Conditional Assignment"), dated as of _____, is made 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 Borrower is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Borrower 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 Borrower 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 Borrower 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, 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 Borrower 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. Acknowledgement. The Borrower 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.

ADVANSTAR
COMMUNICATIONS INC.

By: 
Name: ADELE D. HARTWICK
Title: VP TREASURER & CONTROLLER

[NAME OF ADDITIONAL
SUBSIDIARY GUARANTOR]

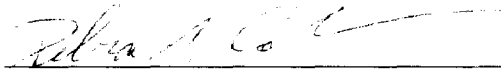
By: N/A
Name:
Title:

THE CHASE MANHATTAN
BANK,
As administrative agent for the
Lenders

By: 
Name: WILLIAM E. ROTTINO
Title: VICE PRESIDENT

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

On the 5th day of JANUARY 2000, before me personally came ADELE D. HARTWICK, who is personally known to me to be an officer of ADVANSTAR COMMUNICATIONS INC., a New York corporation; who, being duly sworn, did depose and say that she is the Vice President, 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.



Notary Public

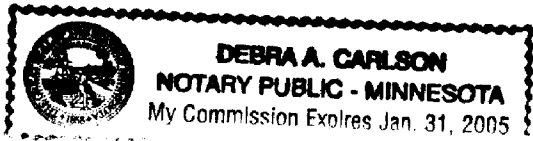


EXHIBIT A
TO THE CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN TRADEMARK RIGHTS
4th QUARTER 1999

MARK NAME	REG. NO.	REG. DATE	OWNER
THE FACTORY	2,287,974	10/19/1999	Advanstar Communications Inc.
WESTERN POWDER	2,291,226	11/9/1999	Advanstar Communications Inc.
DTC TIMES THE MAGAZINE OF CONSUMER HEALTH CARE MARKETING	2,299,541	12/15/1999	Advanstar Communications Inc.