

RECORDED  
TRADEMARK

09-19-2000

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101461829

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): **The Chase Manhattan Bank, as Administrative Agent**

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other New York banking corporation

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Termination and Release of Security Interest in Trademarks

Execution Date: July 27, 2000

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

Name: Advanstar Communications Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 7500 Old Oak Boulevard  
City: Cleveland State: OH ZIP: 44130

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State New York  
☐ Other \_\_\_\_\_

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) **2,291,226**

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: 1

7. Total fee (37 CFR 3.41): ..... \$40.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

09/18/2000 MTHAI1 00000377 2291226

DO NOT USE THIS SPACE

STATEMENT AND SIGNATURE

40.00 DP

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

KAhrend  
Signature

8/17/00  
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

TRADEMARK  
REEL: 002139 FRAME: 0446

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of July 27, 2000, from The Chase Manhattan Bank as Administrative Agent, a New York banking corporation located at 270 Park Avenue, New York, New York 10017-3954 (the "Secured Party"), to Advanstar Communications Inc. (the "Pledgor"), a New York corporation.

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of May 31, 1999, among the Pledgor, the lenders from time to time party thereto (the "Lenders") and the Secured Party, as Agent for the Lenders, the Lenders severally agreed to make Loans (as defined therein) and other extensions of credit to the Pledgor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that Credit Agreement, and as evidenced by the Conditional Assignment of and Security Interest in Trademark Rights executed and delivered by the Pledgor (the "First Security Agreement"), a security interest (the "First Security Interest") was granted by the Pledgor to the Secured Party in certain Collateral (as hereinafter defined); and

WHEREAS, the First Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on January 24, 2000 at Reel 2023, Frame 0975; and

WHEREAS, pursuant to the Credit Agreement, and as further evidenced by the Conditional Assignment of and Security Interest in Trademark Rights executed and delivered by the Pledgor (the "Second Security Agreement"), an additional security interest (the "Second Security Interest") was granted by the Pledgor to the Secured Party in the same Collateral (as hereinafter defined); and

WHEREAS, the Second Security Agreement was recorded in the Trademark Division of the United States Patent & Trademark Office on April 20, 2000 at Reel 2070, Frame 0390; and

WHEREAS, the Secured Party now desires to terminate and release the entirety of its First Security Interest and Second Security Interest in the Collateral (such interests, collectively, the "Security Interests");

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the First Security Agreement and the Second Security Agreement (collectively, the Security Agreements"), the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interests in the Collateral as follows:

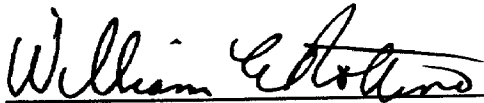
1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in:

(a) the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Borrower's business connected with and symbolized by the foregoing; and

2. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE CHASE MANHATTAN BANK,  
as Agent

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

STATE OF New York )  
COUNTY OF New York )

SS.:

On this 27<sup>th</sup> day of July, 2000, before me personally appeared

William E. Rotundo to me known who, being by me duly sworn, did depose and say that he is  
Vice President of The Chase Manhattan Bank, described herein and which executed the  
foregoing instrument, and that he signed his name thereto pursuant to the authority granted by The  
Chase Manhattan Bank.

Dorothy E. Spencer  
Notary Public

DOROTHY E. SPENCER  
Notary Public, State of New York  
No: 01SP4922824  
Qualified in Bronx County  
Certified in New York County  
Commission Expires March 14, 2002

(Affix Seal Below)

Schedule A**U.S. Trademarks**Name of TrademarkRegistration Number

WESTERN POWDER

2,291,226