

10-04-2001



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9.28.01

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
☐ Resubmission (Non-Recordation)
Document ID #
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
☒ Security Agreement ☐ Nunc Pro Tunc Assignment
☐ Merger
☐ Change of Name

Effective Date

Month Day Year

June 26, 2001

☐ Other

Conveying Party



Mark if additional names of conveying parties attached

Execution Date

Month Day Year

June 26, 2001

Name

Key3Media Group, Inc.

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Delaware

RECEIVING PARTY



Mark if additional names of receiving parties attached

Name

Morgan Stanley & Co. Incorporated

DBA/AKA/TA

Composed of

Address (line 1)

1585 Broadway

Address (line 2)

Address (line 3)

New York

City

New York

State/Country

10036

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

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

TRADEMARK
REEL: 002377 FRAME: 0737

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-848-4946

Name Daniel C. Glazer, Esq.

Address (line 1) Shearman & Sterling

Address (line 2) 599 Lexington Avenue

Address (line 3) New York, New York 10022

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document
including any attachments.

6

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/531,302

1,153,368

1,703,662

1,707,136

1,515,874

1,573,908

1,707,135

2,035,450

2,123,151

1,726,110

Number of Properties

Enter the total number of properties involved.

11

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

290.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

50-0324

Authorization to charge additional fees:

Yes ☒No ☐

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. Charges to deposit account are authorized, as indicated herein.

Daniel C. Glazer

Name of Person Signing

Signature

Date

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Key3Media Events, Inc.

June 26, 2001

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

Delaware

RECEIVING PARTY

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (Line 1)

Address (Line 2)

Address (Line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment.)

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2,301,207		

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated June 26, 2001, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Morgan Stanley & Co. Incorporated, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Key3Media Group, Inc., a Delaware corporation, has entered into an Credit Agreement dated as of June 26, 2001, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley & Co. Incorporated, as Collateral Agent, the other Agents, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Amended and Restated Security Agreement dated June 26, 2001 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to amend and restate the Intellectual Property Security Agreement dated as of August 18, 2000 (the "*Existing IP Security Agreement*") made by certain Grantors (as defined therein) in favor of the Collateral Agent for the Secured Parties (as defined therein) for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees to amend and restate the Existing IP Security Agreement as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "*IP Security Agreement Supplement*"), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto and goodwill associated therewith (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "**Trademarks**");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the "**Copyrights**");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Section 2. Security for Obligations. The pledge of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures, in the case of each Grantor, the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

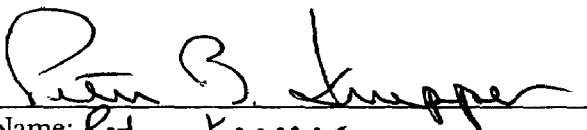
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

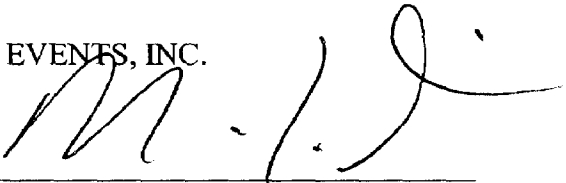
Address for Notices:

KEY3MEDIA GROUP, INC.

By: 
Name: Peter Knepper
Title: Exec. V.P. & CFO

Address for Notices:

KEY3MEDIA EVENTS, INC.

By: 
Name: Ned S. Goldstein
Title: Secretary

Patents

Key3Media Group, Inc.

None

Key3Media Events, Inc

None

SCHEDULE B

Trademarks

Key3Media Group, Inc.

None

Key3Media Events, Inc.

MARK	COUNTRY	CLASS	STATUS DATE REG #
COMDEX	AUSTRALIA	35	REGISTERED 1984.07.09 #411464
COMDEX	CANADA	N/A	REGISTERED 1990.09.26 #TMA250804
COMDEX	FRANCE	35, 42	REGISTERED 1982.03.22 #1199229
COMDEX	JAPAN	26 local	REGISTERED 1985.03.25 #1752257
COMDEX	JAPAN	35	REGISTERED 2000.01.21 #4353490
COMDEX	JAPAN	35	REGISTERED 1995.05.31 #3042209
COMDEX	MEXICO	35	REGISTERED 1993.03.30 #501089
COMDEX	UNITED KINGDOM	16	REGISTERED 1982.01.14 #1167916
COMDEX	UNITED KINGDOM	35	REGISTERED 1999.04.21 #2195251
COMDEX	UNITED STATES	35	REGISTERED 1981.05.05 #1153368
COMDEX	UNITED STATES	35	REGISTERED 1988.12.06 #1515874
COMDEX & DESIGN	UNITED STATES	35	REGISTERED 1997.02.04 #2035450
INTEROP	AUSTRALIA	35, 41	REGISTERED 1997.01.21 #632374
INTEROP	CANADA	N/A	REGISTERED 1995.02.24 #TMA523765
INTEROP	FRANCE	9, 35	REGISTERED 1992.04.22 #92415986
INTEROP	FRANCE	16, 41, 42	REGISTERED 1991.09.30 #1695148
INTEROP	JAPAN	11 (Japanese)	REGISTERED 1994.12.22 #2701862
INTEROP	UNITED KINGDOM	35	REGISTERED 1991.10.03 #1479218
INTEROP	UNITED KINGDOM	41	REGISTERED 1991.10.03 #1479217
INTEROP	UNITED STATES	35, 41	REGISTERED 1992.07.28 #1703662
INTEROP	UNITED STATES	35, 41	REGISTERED 1989.12.26 #1573908
INTEROPDOTCOM*	UNITED STATES	35, 41	REGISTERED 1997.12.23 #2123151
INTEROPNET	AUSTRALIA	35	REGISTERED 1997.08.08 #710624
INTEROPNET	AUSTRALIA	35	REGISTERED 1999.02.26 #786848
INTEROPNET	CANADA	N/A	PENDING, FILED 1999.02.05 #1004261
INTEROPNET	JAPAN	35	REGISTERED 1997.01.31 #3245202
INTEROPNET	UNITED STATES	35	PENDING, FILED 1998.08.05 #75/531302
KEY3MEDIA	UNITED STATES	35	PENDING, FILED 2000.04.12 #76/023707
KEY3MEDIA GROUP	UNITED STATES	35	PENDING, FILED 2000.04.12 #76/023706
KEY3MEDIA EVENTS			COMMON LAW
SEYBOLD	AUSTRALIA	35, 41	REGISTERED 1997.05.09 #704547
SEYBOLD	FRANCE	16, 35, 41, 42	REGISTERED 1991.11.18 #1706199
SEYBOLD	JAPAN	35	REGISTERED 1995.12.26 #3111043
SEYBOLD	UNITED KINGDOM	16	REGISTERED 1992.10.09 #1487355
SEYBOLD	UNITED KINGDOM	35	REGISTERED 1992.01.09 #1487356
SEYBOLD	UNITED KINGDOM	41	REGISTERED 1992.01.09 #1487357
SEYBOLD	UNITED STATES	35, 41	REGISTERED 1992.08.11 #1707136
SEYBOLD SEMINARS	UNITED STATES	35, 41	REGISTERED 1992.08.11 #1707135
SEYBOLD SEMINARS & DESIGN	UNITED STATES	35, 41	REGISTERED 1992.10.20 #1726110
SEYBOLD SF	UNITED STATES		COMMON LAW
SUPPORT SERVICES CONFERENCE & EXPOS '96 AND DESIGN*	UNITED STATES	35, 41	REGISTERED 1999.12.21 #2301207

NY12534:76132.7

Copyrights

Key3Media Group, Inc.

None

Key3Media Events, Inc

None