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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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):
Novell, Inc. *10-27-02*

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**

Other _____

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

2. Name and address of receiving party(ies)
Name: **Key3Media Events, Inc.**

Internal Address: _____
Street Address: **5700 Wilshire Boulevard**

City: **Los Angeles** State: **CA** Zip: **90036**

3. Nature of Conveyance

Assignment Merger
 Security Agreement Change of Name
 Other **Amendment No. 1 to Agreement between Key3Media Events, Inc. and Novell, Inc.**

Execution Date: **December 17, 2001**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

TRADEMARK FILE PROCESS
2002 OCT 22

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

A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) _____
1,880,017 and 1,868,562

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

Name: **Robert W. Sacoff, Esq.
Pattishall, McAuliffe, Newbury, Hilliard & Geraldson**

Internal Address: _____

Street Address: **311 South Wacker Drive
Suite 5000**

City: **Chicago** State: **IL** Zip: **60606**

6. Total number of applications and registrations involved:..... **2**

7. Total fee (37 CFR 3.41)..... **\$ 65.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
160650

DO NOT USE THIS SPACE

9. Signature.

Robert W. Sacoff, Esq. *Robert W. Sacoff* *10/21/02*
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **15**

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01 FC:8521
02 FC:8522

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231
40.00 OP
25.00 OP

TRADEMARK
REEL: 2615 FRAME: 0894

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**Amendment No. 1
to the Agreement between
Key3Media Events, Inc.
and
Novell, Inc.**

This Amendment No. 1 ("Amendment") is made as of December 17, 2001 by and between Key3Media Events, Inc. ("K3M"), and Novell, Inc. ("Novell").

A. Novell and K3M (under its former name, ZD Events, Inc.) entered into an agreement entitled "NETWORLD LICENSE AND PRODUCTION AGREEMENT" effective December 14, 1998 (the "Agreement"); and

B. The parties desire to amend the Agreement in accordance with their intent.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties hereby agree as follows:

1 Section 2.c. of the Agreement is hereby amended by deleting the following ~~striktthrough~~ text:

~~"Combined Mark means the ZD Marks in combination with the Novell Mark, in the form of "NetWorld+Interop" or as mutually agreed upon by the parties in a written amendment to this Agreement."~~

2 Section 3.b. of the Agreement is hereby amended by deleting the following ~~striktthrough~~ text:

~~"Attendee Lists. ZD Events owns all right, title and interest in and to the Attendee Lists, subject to the provisions of this Section 3(b), but shall provide Novell a license to use such Attendee Lists as provided in Sections 9(b) and 13(h). Neither party will have a duty to account to the other party with respect to any revenues or other benefits arising from the use of Attendee Lists."~~

3 Section 4 of the Agreement is hereby deleted in its entirety and is replaced by the following text:

"TRADEMARK ASSIGNMENTS.

- a. Novell Mark. Novell has adopted and used, and is using and owns the Novell Mark and the U.S. registrations thereof, Reg. No. 1880017 and Reg. No. 1868562, copies of which registrations are attached hereto. Novell hereby assigns to K3M any and all rights, title and interest in and to the Novell Mark and any derivations thereof worldwide, together with the goodwill symbolized thereby, any applications and registrations thereof, service marks related thereto, any Internet domain name registrations using the Novell Mark, any other intellectual property rights associated therewith and the rights to sue and recover from past infringements.
- b. Combined Mark and Abbreviated Forms. Novell hereby assigns to K3M any and all rights, title and interest in and to the Combined Mark and any abbreviated form of the Combined Mark and any derivations thereof worldwide, together with the goodwill symbolized thereby, any applications and registrations thereof, service marks related thereto, any Internet domain name registrations using the Combined Mark or any abbreviated form of the Combined Mark, any other intellectual property rights associated therewith and the rights to sue and recover from past infringements.

- c. Further Assurances. Novell will assist KME to the extent reasonably necessary to perfect the assignment of the Novell Mark, the Combined Mark and any abbreviated form of the Combined Mark (collectively, the "Event Marks") in any territory where the Event Marks are registered, including, but not limited to, cooperating with KME in preparing and executing any documents necessary to register the Event Marks or to record the assignment of these marks, as may be required by the laws or rules of any country or jurisdiction.
- d. No Registration By Novell. Novell agrees that Novell shall refrain from filing or causing to be filed any new trademark, service mark, and/or domain name in any class and in any country, for any trademark, service mark, and/or domain name confusingly similar to, or that contains any or all of the Event Marks, in the name of or on behalf of Novell, its subsidiaries, related companies, or in the name of or on behalf of any other officer, director, employee, agent, servant, or other juristic entity within the control of, or that controls, Novell.
- e. Assistance to K3M. Novell shall assist K3M, to the extent necessary, to protect or to obtain protection for any of K3M's rights to the Event Marks. Novell shall promptly notify K3M in writing of any known or suspected improper uses of the Event Marks by a third party. Although K3M shall consult with Novell and give due consideration to Novell's opinions, K3M as owner of the Event Marks shall have the sole right to determine whether or not any action is necessary to protect the Event Marks. Novell shall not institute any suit or take any action on account of such use of the Event Marks by others."

4 Sections 5.a., 5.b., 5.c, 5.e.v., 5.f. and 5.g. are hereby deleted in their entirety.

5 Section 6.a. of the Agreement is hereby amended by deleting the following ~~striktthrough~~ text and adding the following underscured text:

"Combined Mark. ~~Neither party K3M~~ may apply to register the Combined Mark as a trademark or service mark in any jurisdiction."

6 Section 6.b. of the Agreement is hereby deleted in its entirety.

7 Section 6.c. of the Agreement is hereby amended by deleting the following ~~striktthrough~~ text and adding the following underscured text:

"i. If the Event has or develops a protectible trade dress, such trade dress:

- a) is owned by K3M ~~jointly owned by the parties, and may be used by either party without any obligation to account to the other;~~
- b) may be used without restriction by K3M ~~either party~~ during the Term or after any termination or expiration of this Agreement; and
- c) may be asserted by K3M ~~either party~~ against any third party that is not an affiliate of or successor in interest to either party to this Agreement, unless the other party to this Agreement reasonably objects on the ground that its interests are harmed by the assertion of right.


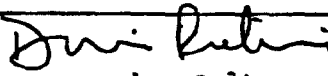
8 Section 7. of the Agreement is hereby deleted in its entirety.

- 9 Section 8.b. of the Agreement is hereby deleted in its entirety and is replaced by the following text:
"Any registration of an abbreviated form of the Combined Mark in any jurisdiction may be made by K3M in its sole discretion."
- 10 Section 8.c. of the Agreement is hereby deleted in its entirety.
- 11 Section 9.b. of the Agreement is hereby deleted in its entirety.
- 12 Sections 10.b.i., 10.c. and 10.d. of the Agreement are hereby deleted in their entirety.
- 13 Section 11 of the Agreement is hereby deleted in its entirety and is replaced by the following text:
"LICENSE FEE. After payment in full by K3M to Novell of the payments in the amount of \$500,000 which is currently outstanding and \$250,000 due April 15, 2002 and \$250,000 due October 15, 2002, K3M will have no obligation to make any further license fee payment whatsoever to Novell under this Agreement."
- 14 Sections 12.f. and 12.g. of the Agreement are hereby deleted in their entirety.
- 15 Section 13.j. of the Agreement is hereby deleted in its entirety.
- 16 Section 18. of the Agreement is hereby amended by deleting the following ~~struckthrough~~ text and adding the following underscored text:
"~~TERM, RENEWAL AND TERMINATION. The initial~~ term of this Agreement shall commence on the Effective Date of this Agreement and shall end 31 December ~~2001~~ 2004. ~~The term shall automatically renew for successive 1 year periods unless either party at its sole option provides prior written notice, at least 15 months before expiration of the term, of its intent to terminate this Agreement or the parties otherwise agree to terminate this Agreement. The foregoing shall not affect either party's right to terminate this Agreement sooner for cause as provided herein.~~"
- 17 Section 18.c. is hereby deleted in its entirety and is replaced by the following text:
"Novell Fundamental Changes. If Novell merges, consolidates with or into, or conveys, transfers, leases or otherwise disposes of (whether in one transaction or in a series of transactions) all or substantially all of its assets or equity to or in favor of any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association or joint venture, then this Agreement shall terminate immediately upon notification by K3M."
- 18 Subsections 18.d.i. through 18.d.v. of the Agreement are hereby deleted in their entirety and are replaced by the following text:
"Rights Upon Termination Or Expiration. Upon the effective date of any expiration or termination of this Agreement:
i. Novell may not produce the Event and all rights granted hereunder to Novell immediately terminate.
ii. Either party may develop and organize events and conferences that take place after the termination of the Agreement.

- iii. Novell may not use or refer to the Novell Mark, ZD Marks or Combined Mark to promote its post-termination events, including but not limited to statements such as "formerly NetWorld," "formerly Interop," "formerly NetWorld+Interop" or "formerly N+I."
- iv. Novell may not use "N+I" as a trademark or service mark after expiration of this Agreement.
- v. To identify any event in which it has an interest other than the Event, during the term of this Agreement and after termination of this Agreement, Novell may not:
 - a) use a name confusingly similar to the Combined Mark; or
 - b) use "N*+I*". For purposes of this subparagraph only, "N*" represents the letter "N", alone or followed by any string of letters or numbers, and "I*" represents the letter "I", alone or followed by any string of letters or numbers."

The terms of this Amendment will survive any termination or expiration of the Agreement. This Amendment together with the Agreement contains the entire agreement of the parties as to its subject matter as of the date of this Amendment. Except as expressly modified by this Amendment, the Agreement remains in full force and effect according to its terms. In the event of any direct conflict between this Amendment and the terms and conditions of the Agreement, this Amendment governs.

IN WITNESS WHEREOF the parties have caused this Amendment to be executed by their duly authorized representatives as of the date first set forth hereinabove.

Key3Media Events, Inc.	Novell, Inc.
By: 	By: 
Name: Robert W. Priest-Hack	Name: Darin Richins
Title: COO	Title: Vice President, Corporate Marketing