Form PTO-1594 REC(	- 08 - 2003  J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: F	
1. Name of conveying party(ies):  The Chase Manhattan Bank, as Administrative Agent  Individual(s)	2. Name and address of receiving party(ies):  Name: ADVANSTAR COMMUNICATIONS INC.  Internal Address:  Street Address: 131 West First Street  City: Duluth State: MN Zip: 55802  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 (Designations must be a separate document from assignment)  Additional name(s) & address(es) attached? Yes No
Additional number(s) atta	B. Trademark Registration No.(s)  2,263,202  2,269,003  ached  Yes No  6. Total number of applications and
concerning document should be mailed:	registrations involved:
Name: Patricia A. Conner  Internal Address: Latham & Watkins LLP	7. Total fee (37 CFR 3.41)\$ 65.00  Enclosed  Authorized to be charged to deposit account
Street Address: 650 Town Center Drive, Suite 2000	Deposit account number      500524 (For additional fees, if any)
City: Costa Mesa State: CA Zip: 92626	(Attach duplicate copy of this page if paying by deposit account)
DO NOT USE	THIS SPACE

Patricia A. Conner Name of Person Signing

> Total number of pages including cover sheet, attachments, and document: Mail documents to be recorded with required cover sheet information to:
> Commissioner of Patent & Trademarks, Box Assignments
> Washington, D.C. 20231

September 3

David W. Monrgomery
VP-Finance, CFO & Secretary
Advantar Communications Inc.
131 West First Street
Duluth, MN 55802

Dear Mr. Montgomery:

Reference is hereby made to the Credit Agreement dated May 31, 1996, as amended and restated as of January 6, 2000 (the "Credit Agreement") by and among Advanstar Communications Inc. ("Botrower"), Advanstar, Inc. ("Company"), the Subsidiary Guarantors, and several Lenders, the Bank of New York (the "Co-doctumentation Agent"), BankBoston ("Documentation Agent"), and The Chase Manhattan Bank ("Administrative Agent") (collectively, the "Banks"), with The Chase Manhattan Bank asing as agent for itself and the Banks (the "Agent"). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

The Borrower has advised the Agent that it intends to prepay all of the principal indebtedness outstanding under the Credit Agreement and the Notes, together with all accrued and unpaid interest thereon and all related fees and expenses to the date of prepayment (collectively, the "Indebtednesss"). Per the anached Schedule A, as of the close of business on October 10, 2000, the amount of Indebtedness will be equal to \$357,750,920.60, which is comprised of: (i) principal in the amount of \$356,648,523.00; (ii) unpaid and accrued interest in the amount of \$1,093,215.57; and (iii) interest due on LOC and Issuer and Commitment Fees in the amount of \$9,182.03. The amount of Indebtedness set forth in the preceding sentence is based upon the assumption that the Borrower will prepay the amount of the Indebtedness to the Agent in immediately available funds by 1:00 p.m., Eastern Daylight Time, on October 11, 2000 (the "Calculation Data"). If the Indebtedness is not paid in full by the Calculation Data, additional interest shall be due and payable under the Notes from and after the Calculation Data (as set forth in the Credit Agreement) at the rate of \$92,092.2337 per diem.

The Borrower is hereby directed to pay the amount of Indebtedness, plus, if paymont is made after the Calculation Date, all additional per diem interest as set forth above (collectively, the "Payoff Amount"), by wire transfer as follows:

Bank:

Chase Manhaman Bank New York

ABA No:

021-000-021

Account Name:

Chase Manherton Bank New York

Account No:

323221076

Reference:

Advensor Communications Inc.

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## Upon receipt of the Psyoff Amount

- (i) the Agent hereby acknowledges that the Credit Agreement and Notes shall be deemed paid in full and the Security Documents securing the loans shall be amomatically terminated as of such date of payment without any further action of the Borrower, the Agent or the Banks and such Security Documents shall no longer be in force and effect; and
- (ii) the Agent hereby forever and irrevocably releases and terminates all accurity interests, liens, pledges and encumbrances granted under the Security Documents.

The Agent hereby agrees, from time to time hereafter upon the request of the Borrower, to execute and deliver to the Borrower such further instruments and documents, and to take such further actions as the Borrower may request to fully effect the foregoing releases, terminations and discharges.

Sincerely,

THE CHASE MANHATTAN BANK
AS Administrative Agent

TOHE T. HUB

MANAGING DIRECTOR

## SCHEDULE A

	OUTSTANDING PRINCIPAL	ACCRUED INTEREST	TOTAL DUE
Term A Loan	\$ 79,216,605.00	\$ 227,615.71	\$ 79,444,220.71
Term B Loan	144,190,962.00	438,340.53	144,629,302.53
Term C Losn	133,240,956.00	427,259.33	133,668,215.33
Revolver	0.00	0.00	0.00
Subtotal	\$ 356.648.523.00	\$1.093.215.57	\$ 357.741.738.57
Letter of Credit (principal is for reference only)	\$ 7,667,723.50 \$ 3,242,123.50	\$ 851.97 \$ 1,260.83	\$ 851.97 \$ 1,260.83
issuer Fet (principal is for reference only)	\$ 7,687,723.50 \$ 3,242,123.50	\$ 106.50 \$ 157.60	\$ 106.50 \$ 157.60
Commitment Fee (principal is for reference only)	\$ 48,332,276.50 \$ 52,757,876.50 \$ 56,757,867.50	\$ 1,342.56 \$ 732.75 \$ 4,729.82	\$ 1,342.56 \$ 732.75 \$ 4,729.82
Subtotal	\$ 0.00	\$ 9,182.03	<b>5</b> 9,182,03
TOTAL INDEBTEDNESS (per the attached letter)	\$ 356,648,573.00	\$1,107,397,60	\$ 357,750,920,60

**RECORDED: 09/03/2003** 

TRADEMARK REEL: 002817 FRAME: 0626