

09-10-2003

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

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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 (formerly known as Chemical Bank) (As Agent)

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other a 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 Agreement Recorded at Reel/Frame No. 1586/0957

Execution Date: October 10, 2000

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,960,218

Additional number(s) attached ☐ Yes ☒ No

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

Name: Patricia A. Conner

Internal Address: Latham & Watkins LLP

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa State: CA Zip: 92626

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

500524 (For additional fees, if any)

(Attach 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.

Patricia A. Conner

Name of Person Signing

Signature

September 5, 2003

Date

Total number of pages including cover sheet, attachments, and document: 6

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

State of New York

Banking Department

I, **P. VINCENT CONLON**, Deputy Superintendent of Banks of the State of New York, **DO HEREBY CERTIFY:**

THAT, the records in the office of the Superintendent of Banks indicate that **JP MORGAN CHASE BANK** is a corporation duly organized and existing under the laws of the State of New York as a trust company, pursuant to Article III of the Banking Law; and

THAT, the Organization Certificate of **JPMORGAN CHASE BANK** was filed in the office of the Superintendent of Banks on November 26th 1968 under the title **CHEMICAL BANK**, and such corporation was authorized on November 26th 1968; and

THAT, the following amendments to its Organization Certificate have been filed in the office of the Superintendent of Banks on the dates indicated:

Certificate of Amendment of the Organization Certificate providing for an increase in capital stock - filed February 17th 1969

Certificate of Amendment of the Organization Certificate providing for an increase in capital stock - filed September 8th 1977

Certificate of Amendment of the Organization Certificate providing for an increase in capital stock - filed January 29th 1981

Certificate of Amendment of the Organization Certificate providing for an increase in capital stock - filed September 14th 1982

Certificate of Amendment of the Organization Certificate providing for an increase in capital stock - filed March 13th 1985

Certificate of Amendment of the Organization Certificate providing for an increase in capital stock - filed June 4th 1992; and

State of New York
Banking Department

Certificate of Amendment of the Organization Certificate providing for a change of name from Chemical Bank to THE CHASE MANHATTAN BANK and an increase in capital stock effective July 13th 1996 - filed July 11th 1996; and

THAT, a Restated Organization Certificate was approved and filed in the Office of the Superintendent of Banks on May 8th 1997; and

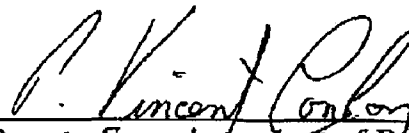
THAT, the following amendment to its Restated Organization Certificate have been filed in the office of the Superintendent of Banks on the dates indicated:

Certificate of Amendment of the Organization Certificate providing for a change of name to JPMORGAN CHASE BANK - filed November 9, 2001; and

THAT, no amendments to its Restated Organization Certificate have been filed in the Office of the Superintendent of Banks except those set forth above; and

I DO FURTHER CERTIFY THAT, THE JPMORGAN CHASE BANK is validly existing as a banking organization with its principal office and place of business located at 270 Park Avenue, New York, New York.

WITNESS, my hand and official seal of the Banking Department at the City of New York this 14th day of December in the Year Two Thousand One


Deputy Superintendent of Banks

October 10, 2000

David W. Montgomery
VP-Finance, CFO & Secretary
Advanstar 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. ("Borrower"), Advanstar, Inc. ("Company"), the Subsidiary Guarantors, and several Lenders, the Bank of New York (the "Co-documentation Agent"), BankBoston ("Documentation Agent"), and The Chase Manhattan Bank ("Administrative Agent") (collectively, the "Banks"), with The Chase Manhattan Bank acting 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 "Indebtedness"). Per the attached 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 Date"). If the Indebtedness is not paid in full by the Calculation Date, additional interest shall be due and payable under the Notes from and after the Calculation Date (as set forth in the Credit Agreement) at the rate of 592,092.2337 per diem.

The Borrower is hereby directed to pay the amount of Indebtedness, plus, if payment 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 Manhattan Bank New York
ABA No:	021-000-021
Account Name:	Chase Manhattan Bank New York
Account No:	323221076
Reference:	Advanstar Communications Inc.

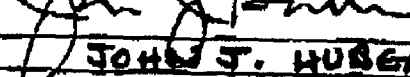
Upon receipt of the Payoff Amount:

- (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 automatically 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 security 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

By: 
Its: JOHN J. HUBER
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 Loan	133,240,956.00	427,259.33	133,668,215.33
Revolver	0.00	0.00	0.00
<i>Subtotal</i>	<u>\$ 356,648,523.00</u>	<u>\$ 1,093,215.57</u>	<u>\$ 357,741,738.57</u>
Letter of Credit	\$ 7,667,723.50	\$ 851.97	\$ 851.97
(principal is for reference only)	\$ 3,242,123.50	\$ 1,260.83	\$ 1,260.83
Issuer Fee	\$ 7,667,723.50	\$ 106.50	\$ 106.50
(principal is for reference only)	\$ 3,242,123.50	\$ 157.60	\$ 157.60
Commitment Fee	\$ 48,332,276.50	\$ 1,342.56	\$ 1,342.56
(principal is for reference only)	\$ 52,757,876.50	\$ 732.75	\$ 732.75
	\$ 56,757,867.50	\$ 4,729.82	\$ 4,729.82
<i>Subtotal</i>	<u>\$ 0.00</u>	<u>\$ 9,182.03</u>	<u>\$ 9,182.03</u>
TOTAL INDEBTEDNESS	<u>\$ 356,648,523.00</u>	<u>\$ 1,102,397.60</u>	<u>\$ 357,750,920.60</u>
(per the attached letter)			

LATHAM & WATKINS^{LLP}

cc: Thomas J. Moratti (with enclosures)
Roxanne E. Christ, Esq. (without enclosures)