Form PTO-1594 'G (Rev. 10/02) 'G (Sev. 10/02)	0 - 2003 U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office			
OMB No. 0651-0027 (exp. 6/30/2005)				
Tab settings ⇒ ⇒ ⇒ ▼ 10254	45447 ▼ ▼			
To the Honorable Commissioner of Patents and Trademarks: H	riease record the attached original documents or copy thereof.			
Name of conveying party(ies):	Name and address of receiving party(ies):			
The Chase Manhattan Bank, as Administrative Agent	Name: ADVANSTAR COMMUNICATIONS INC.			
☐ Individual(s) ☐ Association	Internal Address:			
☐ General Partnership ☐ Limited Partnership	Street Address: 131 West First Street			
☐ Corporation-State	City: <u>Duluth</u> State: <u>MN</u> Zip: <u>55802</u>			
Other <u>a New York banking corporation</u>	☐ Individual(s) citizenship			
Additional name(s) of conveying party(ies) attached? ☐Yes ■ No	Association			
Nature of conveyance:	☐ General Partnership			
☐ Assignment ☐ Merger	☐ Limited Partnership			
☐ Security Agreement ☐ Change of Name	Corporation-State New York			
OtherTermination and Release of Conditional	Other			
Assignment of and Security Interest in Trademarks	If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No			
Recorded at Reel/Frame No. 1653/0570 Execution Date: October 10, 2000	(Designations must be a separate document from assignment Additional name(s) & address(es) attached? Yes No. 1			
Execution Date. October 10, 2000	<u> </u>			
4. Application number(s) or registration number(s):	B. Trademark Registration No.(s)			
A. Trademark Application No.(s)	2,055,343			
	2 = 6			
Additional number(s) atta	B. Trademark Registration No.(s) 2,055,343 CC OCHEC Service No.			
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:			
Name: Patricia A. Conner				
Internal Address: _Latham & Watkins LLP	7. Total fee (37 CFR 3.41)\$ 40.00			
	■ Enclosed			
	☐ Authorized to be charged to deposit account			
	Deposit account number			
Street Address: 650 Town Center Drive, Suite 2000	500524 (For additional fees, if any)			
	300024 (FOI additional lees, II arry)			
2503: Daysia: sta 60000056, 2055 Sig ate: <u>CA</u> Zip: <u>92626</u>	(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 coy of				
the original document.	and it is the and correct and any attached copy is a true coy of			
Patricia A. Conner Vallua U	1. Lowns September 5 , 2003			
Name of Person Signing Signature Date				
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

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

Dear Mr. Montgomery:

Reference is hereby made to the Chadit Agreement dated May 31, 1996, as amended and restated as of January 6, 2000 (the "Credit Agreement") by and among Advansar Communications Inc. ("Borrower"), Advansar, Inc. ("Company"), the Subsidiary Guarantors, and several Lenders, the Bank of New York (the "Co-doctumentation Agent"), BankBoston ("Documentation Agent"), and The Chase Manhanan Bank ("Administrative Agent") (collectively, the "Banks"), with The Chase Manhanan 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 Azent that it intends to prepay all of the principal indebtedness outstanding under the Credit Agreement and the Nores, together with all accused and unpaid interest thereon and all related fees and expenses to the date of prepayment (collectively, the "Indebtedness"). Put the attached Schedule A, as of the close of business on October 10, 2000, the another 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 accused 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 \$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 Arnount"), by wire transfer as follows:

Bank:

Chase Manhauan Bank New York

ABA No:

021-000-021

Account Name:

Chase Manhartan Bank New York

Account No:

323221076

Reference:

Advensor Communications Inc.

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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 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

* JOHN T. HUBG

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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. 3 3	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 Fee (principal is for reference only)	\$ 7,667,723.50 \$ 3,242,123.50	\$ 106.50 \$ 157.60	\$ 106.50 \$ 157.60
Commitment Fee (principal is far 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	5 9.182.03
TOTAL INDEBTEDNESS (per the attached letter)	\$ 356,648,573.00	<u>\$1,102,397.60</u>	\$ 357,750,920.60

RECORDED: 09/05/2003

TRADEMARK REEL: 002819 FRAME: 0372