

09-23-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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):

9-15-03

MEN'S APPAREL GUILD IN CALIFORNIA, INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State -- **California**  
☐ Other \_\_\_\_\_

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: August 18, 2003

2. Name and address of receiving party(ies):

Name: WELLS FARGO BANK MINNESOTA, N.A.

Internal

Address: MAC N9303-110Street Address: Sixth and Marquette AvenueCity: Minneapolis State: MN Zip: 55479

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☐ Corporation-State \_\_\_\_\_  
☒ Other a banking corporation

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)

76/391,627 and 76/411,516

B. Trademark Registration No.(s)

2417603; 2499225; 2609172; 2651727Additional number(s) attached ☐ Yes ☒ No

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

Name: Roxanne E. Christ, Esq.Internal Address: Latham & Watkins LLPStreet Address: 633 West Fifth Street, Suite 4000City: Los Angeles State: CA Zip: 90071

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

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- ☒ 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 12, 2003

Date

09/22/2003 DBYRNE 00000005 76391627

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

8

01 FC:8521  
02 FC:852240.00 OP  
125.00 OP

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

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TRADEMARK  
 REEL: 002828 FRAME: 0104

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2003 (this "Agreement") is made between Men's Apparel Guild in California, Inc., a California corporation (the "Grantor"), and Wells Fargo Bank Minnesota, N.A., as Collateral Agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for itself, the Trustee and each of the Noteholders;

W I T N E S S E T H :

WHEREAS, Advanstar Communications Inc., a New York corporation (the "Issuer") has entered into an Indenture, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture") with Wells Fargo Bank Minnesota, N.A., as Trustee (in such capacity, the "Trustee") pursuant to which it is issuing, as of the date hereof (i) Second Priority Senior Secured Floating Rate Notes due 2008 and (ii) 10.750% Second Priority Senior Secured Notes due 2010 in the original aggregate principal amount of \$360,000,000 (collectively, and together with any additional notes issued under such Indenture, the "Notes");

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered a Subsidiary Pledge and Security Agreement dated as of August 18, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Issuer may from time to time incur Permitted Senior Debt that will, or guarantees by the Grantors of which will, subject to the terms and conditions of the Indenture and the Credit Agreement, be secured by the Common Collateral and constitute Noteholder Claims hereunder;

WHEREAS, pursuant to Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all Trademark Collateral (as described below) to secure the Noteholder Claims;

WHEREAS, the Issuer, the Administrative Agent (as defined in an Amended and Restated Credit Agreement, dated as of November 7, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement")), among the Issuer, the various financial institutions from time to time parties thereto (collectively, the "Lenders"), Credit Suisse First Boston (as successor in interest to DLJ Capital Funding, Inc.), as Lead Arranger and Syndication Agent (together with any successor(s) thereto in such capacity, the "Syndication Agent"), Fleet National Bank, as Administrative Agent (the "Administrative Agent"), and Barclays Bank PLC, as the Documentation Agent, the Collateral Agent, the Syndication Agent and each Subsidiary Grantor have agreed to enter into an Intercreditor Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Intercreditor Agreement"); and

WHEREAS pursuant to the terms of the Indenture and subject to the terms of the Intercreditor Agreement, the Collateral Agent has agreed to accept the pledge and assignment and the grant of a security interest under this Agreement as security for the Noteholder Claims.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Trustee to enter into the Indenture and to induce potential purchasers to purchase the Notes, the Grantor agrees with the Collateral Agent for the benefit of itself, the Trustee and each Noteholder as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of its Noteholder Claims, the Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, and grants to the Collateral Agent a security interest in, for its benefit and the benefit of the Trustee and each Noteholder, all of the following property (the "Trademark Collateral"), whether now owned or hereafter existing or acquired by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature covered in clause (c) below, now existing or hereafter adopted or acquired in the United States, including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the

goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Noteholder under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Noteholder thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The security interests granted hereunder in any Collateral shall automatically be released in the manner, at the times and to the extent specified in Section 5.1 of the Intercreditor Agreement or as may be permitted by the Indenture and any other Noteholder Documents. In addition, upon the payment in full of all Noteholder Claims and the discharge of the Indenture and the other Noteholder Documents, the security interests granted hereunder shall automatically terminate. Upon any such release or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Collateral held by the Collateral Agent hereunder in which the security interest granted hereunder is released or terminated, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release or termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

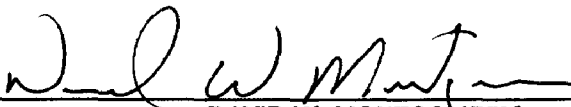
SECTION 6. Relationship with Senior Subsidiary Security Agreement and Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[The remainder of page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MEN'S APPAREL GUILD IN CALIFORNIA,  
INC.

By   
Name: DAVID W. MONTGOMERY  
Title: VP-FINANCE, CFO & SECRETARY

WELLS FARGO BANK MINNESOTA, N.A., as  
Collateral Agent

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MEN'S APPAREL GUILD IN CALIFORNIA,  
INC.

By \_\_\_\_\_  
Name:  
Title:

WELLS FARGO BANK MINNESOTA, N.A., as  
Collateral Agent

By Michael T. Lechner  
Name: MICHAEL T. LECHNER  
Title: ASSISTANT VICE PRESIDENT

NY812776.1

SCHEDULE IV  
to Men's Apparel Guild in California, Inc.  
Pledge and Security Agreement

**Item A. Trademarks**

Registered Trademarks

Trademark	Registration No.	Registration Date
BUSINESS OF FASHION EDGE (THE)	2499225	10/16/2001
MAGIC	2417603	01/02/2001
MAGIC ONLINE	2651727	11/19/2002
MI MAGIC INTERNATIONAL	2609172	08/20/2002

Pending Trademark Applications

Trademark	Serial No.	Filing Date
FASHION LIVES HERE	76/391627	04/04/2002
MAGIC MARKETPLACE	76/411516	04/15/2002