

03-02-2004

Tab settings ⇒ ⇒ ⇒ ▼



To the Honorable Commissioner of Pat

102681616

... and attached original documents or copy thereof.

1. Name of conveying party(ies): 2-24-04  
**ADVANSTAR COMMUNICATIONS INC.**

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State - **New York**  
☐ 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: January 28, 2004

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

Name: WELLS FARGO BANK MINNESOTA, N.A.

Internal

Address: MAC N9303-110

Street Address: Sixth and Marquette Avenue

City: 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)

**Please see Attached Exhibit A**

B. Trademark Registration No.(s)

**Please see Attached Exhibit A**

FEB 2 2004

Additional number(s) attached ☒ Yes ☐ No

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

Name: Rhonda DeLeon

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:.....

58

7. Total fee (37 CFR 3.41).....\$ 1,465.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number

50-0524 (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.*

Rhonda DeLeon

Name of Person Signing

Rhonda DeLeon  
Signature

February 24, 2004

Date

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

03/01/2004 LNUELLER 00000073 1504407

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

01 FC:8521  
02 FC:8522

40.00 OP  
1425.00 OP

OC\660476.1

TRADEMARK  
REEL: 002916 FRAME: 0125

**EXHIBIT A**

## Continuation of Item 4 in Trademark Recordation Cover Sheet

Advanstar Communications Inc.  
Registered Trademarks

Trademark	Registration No.	Registration Date
BUSINESS AND HEALTH	1,504,407	09/13/88
CDIRECTORY (Stylized)	2,207,049	12/01/98
COMPASS	2,319,529	02/15/00
CONTEMPORARY OB/GYN	1,009,340	04/22/75
CONTEMPORARY PEDIATRICS	1,379,141	01/21/86
CONTEMPORARY UROLOGY	1,568,283	11/28/89
CONTEMPORARY WOMAN	2,636,862	10/15/02
CVC	2,740,004	07/22/03
DENTAL GROUP NEWS	1,445,115	06/30/87
DENTAL LAB PRODUCTS	1,346,115	07/02/85
DENTAL PRACTICE & FINANCE	1,848,401	08/02/94
DENTAL PRODUCTS REPORT	987,917	07/09/74
DESIGN OF HIPPOCRATIC LOGO	2,757,705	08/26/03
DPR And Design	1,060,282	03/01/77
DRUG TOPICS	1,198,723	06/22/82
FIRSTLINE	2,207,301	12/01/98
FIRSTLINE LIVE	2,496,965	10/09/01
HOSPITAL PHARMACIST REPORT	1,612,482	09/04/90
INFECTION CONTROL REPORT	1,466,791	11/24/87
MEDICAL ECONOMICS	1,242,071	06/14/83
MEDICAL ECONOMICS	183,595	05/06/24
MEDICAL LABORATORY OBSERVER	894,635	07/14/70
NATIONAL VETERINARY WEEK And Design	2,150,203	04/14/98
OFFICE NURSE	1,923,585	10/03/95
PATIENT CARE	1,474,973	02/02/88
PHARMACEUTICAL REPRESENTATIVE	1,939,293	12/05/95
PR PHARMACEUTICAL REPRESENTATIVE	1,366,595	10/22/85
PUBLISHER FOR A DAY	2,127,229	01/06/98
REVIEWING STAND	2,441,985	04/10/01
RN	676,731	04/07/59
RN (Stylized)	1,344,374	06/25/85
RN CAREER SEARCH	2,495,156	10/02/01
STRATEGICMEDICINE	2,250,670	06/01/99
STUDENT ADVISOR	2,711,239	04/29/03
STUDENT ADVISOR	2,245,594	05/18/99
STUDENT ADVISOR PREPARING FOR THE BUSINESS OF VETERINARY MEDICINE	2,242,574	05/04/99
THE BUSINESS MAGAZINE OF THE MEDICAL PROFESSION	2,254,597	06/15/99
THE CONNECTED PHYSICIAN	2,613,318	08/27/02

**Registered Trademarks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
THE STATE OF HEALTH CARE IN AMERICA	2,494,086	10/02/01
THE VETERINARY CE ADVISOR And Design	1,975,055	05/21/96
TRENDS IN DENTISTRY	1,533,011	04/04/89
TRENDS IN DENTISTRY	1,399,973	07/01/86
VET DATA And Design	2,092,596	09/02/97
VETERINARY ECONOMICS	1,810,700	12/14/93
VETERINARY HEALTHCARE COMMUNICATIONS	2,584,036	06/18/02
VETERINARY HEALTHCARE COMMUNICATIONS	2,503,318	10/30/01
VETERINARY MEDICINE	1,810,701	12/14/93
VETERINARY PHARMACEUTICALS AND BIOLOGICALS	1,301,586	10/23/84
VPB	1,137,377	07/01/80

**Pending Trademark Applications**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>
CONTEMPORARY KIDS	76/474,349	12/11/02
CVC And Design	76/438,683	08/08/02
MEDICAL ECONOMICS VIRTUAL	76/493,586	02/27/03
PATIENT CARE FOR THE PHYSICIAN ASSISTANT	76/527,052	07/02/03
TWO SIDES OF YOUR PRACTICE	76/404,588	05/06/02
VETERINARY ECONOMICS	76/500,288	03/25/03
VETERINARY ECONOMICS HD HOSPITAL DESIGN CONFERENCE	76/500,287	03/25/03
VETERINARY ECONOMICS PROGRESS IN PRACTICE SEMINARS	76/500,289	03/25/03
VETERINARY ECONOMICS VETERINARY VOYAGES	76/500,293	03/25/03

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of JAN 28, 2004, (this "Agreement") is made between Advanstar Communications Inc., a New York 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;

### WITNESSETH:

WHEREAS, the Grantor 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 an Issuer 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 Grantor may from time to time incur Permitted Senior Debt that 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 the Credit Agreement and the Indenture, the Grantor, 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 Grantor, 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 identifies, 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 Borrower 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.

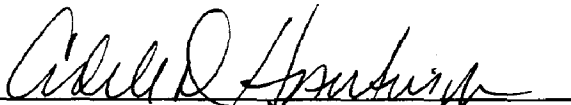
Noteholder Documents, the security interests granted hereunder shall automatically terminate. Upon any such release or termination, the collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Collateral 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 Copyright 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 Borrower 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.

ADVANSTAR COMMUNICATIONS INC.

By 

Name:

Title:

**ADELE D. HARTWICK  
VP, TREASURER & CONTROLLER**

SCHEDULE I  
to Trademark Security Agreement  
Wells Fargo- Agent

Item A. Trademarks

Registered Trademarks

Trademark      Registration No.      Registration Date

security interest  
filed 9/16/03

Owner	Mark	Registration No.	Registration Date
Advanstar Communications Inc.	BIOPHARM INTERNATIONAL	2796923	December 23, 2003
Men's Apparel Guild in California, Inc., subsidiary of Advanstar Communications	MAGIC MARKETPLACE	27771040	October 7, 2003
Applied Business telecommunications, subsidiary of Advanstar Communications	LEARNING & TRAINING WEEK	2777012	October 21, 2003
SEE ATTACHED LIST OF THE TRADEMARKS ACQUIRED IN THE THOMSON MEDICAL BOOK ACQUISITION LAST QUARTER-Owner is now Advanstar Communications Inc.			

Pending Trademark Applications

Trademark      Serial No.      Filing Date

Trademark Applications in Preparation

Trademark      Docket No.      Expected Filing Date      Products/ Services



Item B. Trademark Licenses

<u>Trademark</u>	<u>Licensors</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
American Academy of Physician Assistants-- in connection only with the publication, The Journal of American Academy of Physician Assistants (JAAPA)	American Academy of Physician Assistants, Inc.	Advanstar Communications Inc. as successor in interest to Medical Economics Company	1/1/2001	12/31/2005 with an auto renew

# Thomson Marks US

MARK	CLASS	REGNO	REGDATE
BUSINESS AND HEALTH	16	1504407	13-Sep-88
CDIRECTORY (STYLIZED)	9	2207049	01-Dec-98
CENTRAL VETERINARY CONFERENCE	35, 41	1895263	23-May-95 <i>canceled 6/2/02</i>
COMPASS	16	2319529	15-Feb-00
CONTEMPORARY KIDS	16	76474349	
CONTEMPORARY OB/GYN	16	1009340	22-Apr-75
CONTEMPORARY PEDIATRICS	16	1379141	21-Jan-86
CONTEMPORARY UROLOGY	16	1568283	28-Nov-89
CONTEMPORARY WOMAN	16	2636862	15-Oct-02
CVC	16,35,41	2740004	22-Jul-03
CVC & DESIGN	16,35,41	76438683	
DENTAL GROUP NEWS	16	1445115	30-Jun-87
DENTAL LAB PRODUCTS	16	1346115	02-Jul-85
DENTAL PRACTICE & FINANCE	16	1848401	02-Aug-94
DENTAL PRODUCTS REPORT	16	987917	09-Jul-74
DESIGN OF HIPPOCRATIC LOGO	16	2757705	26-Aug-03
DPR (& DESIGN)	16	1060282	01-Mar-77
DRUG TOPICS	16	1198723	22-Jun-82

Thursday, January 22, 2004

Page 1 of 4

MARK	CLASS	REGNO	REGDATE
FIRSTLINE	16	2207301	01-Dec-98
FIRSTLINE LIVE	41	2496965	09-Oct-01
HOSPITAL PHARMACIST REPORT	16	1612482	04-Sep-90
INFECTION CONTROL REPORT	16	1466791	24-Nov-87
MEDICAL ECONOMICS	16	1242071	14-Jun-83
MEDICAL ECONOMICS (RENEWED)	16	183595	06-May-24
MEDICAL ECONOMICS VIRTUAL CLASSROOM		76/493586	
MEDICAL LABORATORY OBSERVER	16	894635	14-Jul-70
NATIONAL VETERINARY WEEK (& DESIGN)	41	2150203	14-Apr-98
OFFICE NURSE	16	1923585	03-Oct-95
PATIENT CARE	16	1474973	02-Feb-88
PATIENT CARE FOR THE PHYSICIAN ASSISTANT	41,44	76527052	
PHARMACEUTICAL REPRESENTATIVE	16	1939293	05-Dec-95
PR PHARMACEUTICAL REPRESENTATIVE	16	1366595	22-Oct-85
PUBLISHER FOR A DAY	41	2127229	06-Jan-98
REVIEWING STAND	16	2441985	10-Apr-01
RN	16	676731	07-Apr-59
RN (STYLIZED)	16	1344374	25-Jun-85
RN CAREER SEARCH	16	2495156	02-Oct-01
STRATEGICMEDICINE	16	2250670	01-Jun-99

Thursday, January 22, 2004

Page 2 of 4

MARK	CLASS	REGNO	REGDATE
STUDENT ADVISOR	42	2711239	29-Apr-03
STUDENT ADVISOR	16	2245594	18-May-99
STUDENT ADVISOR (STYLIZED)	16	1994580	20-Aug-96
STUDENT ADVISOR PREPARING FOR THE BUSINES	16	2242574	04-May-99
THE BUSINESS MAGAZINE OF THE MEDICAL PROF	16	2254597	15-Jun-99
THE CONNECTED PHYSICIAN	16	2613318	27-Aug-02
THE STATE OF HEALTH CARE IN AMERICA	16	2494086	02-Oct-01
THE VETERINARY CE ADVISOR (& DESIGN)	16	1975055	21-May-96
TRENDS IN DENTISTRY	16	1533011	04-Apr-89
TRENDS IN DENTISTRY	16	1399973	01-Jul-86
TWO SIDES OF YOUR PRACTICE	41	76404588	
VET DATA (& DESIGN)	42	2092596	02-Sep-97
VETERINARY ECONOMICS	42	76500288	
VETERINARY ECONOMICS	16	1810700	14-Dec-93
VETERINARY ECONOMICS HD HOSPITAL DESIGN C	42	76500287	
VETERINARY ECONOMICS PROGRESS IN PRACTIC	41	76500289	
VETERINARY ECONOMICS VETERINARY VOYAGES	42	76500293	
VETERINARY HEALTHCARE COMMUNICATIONS	41	2584036	18-Jun-02
VETERINARY HEALTHCARE COMMUNICATIONS	16	2503318	30-Oct-01
VETERINARY MEDICINE	16	1810701	14-Dec-93

cancelled 5/24/03

MARK	CLASS	REGNO	REGDATE
VETERINARY PHARMACEUTICALS AND BIOLOGICA	16	1301586	23-Oct-84
VPB	16	1137377	01-Jul-80