



05-05-2004



Form PTO-1594

(Rev 6-93)

REC

102737722
TRADEMARKS ONLY

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ADVANSTAR COMMUNICATIONS, INC.

4/30/04

Individual(s)
General Partnership
*Corporations
OtherAssociation
Limited Partnership

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

3. Nature of conveyance:

Assignment

Merger

* Security Agreement

Change of Name

Other

Execution Date: April 16, 2004

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

Name: FLEET NATIONAL BANK, as administrative agent

Street Address: 100 Federal Street

City: Boston State: MA ZIP: 02110

Country:

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation

* Other bank, financial institution

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 trademark number(s): SEE SCHEDULE TO TRADEMARK SECURITY AGREEMENT

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s) SEE SCHEDULE TO
TRADEMARK SECURITY AGREEMENTB. Trademark No.(s) SEE SCHEDULE TO TRADEMARK
SECURITY AGREEMENT

Additional numbers attached * Yes No

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

Name: Robert E. Rude II

Internal Address: Mayer, Brown, Rowe & Maw
LLP

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved:

19

7. Total fee (37 CFR 3.41): \$490.00

* Enclosed (Check No. 3088)

Authorized to be charged to deposit account

8. Deposit account number:

(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.Robert E. Rude II
Name of Person SigningKSR II
SignatureApril 30, 2004
Date

Total number of pages comprising cover sheet and document attachments: 6

05/04/2004 ECOOPER 00000149 2828715

01 FC:8321
02 FC:852240.00 DP
450.00 DPTRADEMARK
REEL: 002964 FRAME: 0159

**SCHEDULE TO
TRADEMARK SECURITY AGREEMENT
Fleet**

Item A. Trademarks Registered – First Quarter 2004

Trademark	Serial Number	Registration Date	Registrant
AMERICAN SPA EXPO	2828715	03/30/2004	Advanstar Communications Inc.
INDUSTRY 212	2807309	03/30/2004	Advanstar Communications Inc.
LANDSCAPE DESIGN/BUILD	2811953	02/03/2004	Advanstar Communications Inc.
TWO SIDES OF YOUR PRACTICE	2828369	03/30/2004	Advanstar Communications Inc.
JOURNAL OF VALIDATION TECHNOLOGY	2046800	03/18/2004	Advanstar Communications Inc. (recent acquisition)
INSTITUTE OF VALIDATION TECHNOLOGY	2240014	4/13/1999	Advanstar Communications Inc. (recent acquisition)

Pending Trademark Applications – First Quarter 2004

Trademark	Serial Number	Registration Date	Registrant
APPLIED MOBILITY	78376756	03/02/2004	Advanstar Communications Inc.
APPLIED MOBILITY	78376752	03/02/2004	Advanstar Communications Inc.
HOTEL DESIGN	78370469	02/19/2004	Advanstar Communications Inc.
JOURNAL OF GXP COMPLIANCE	76491612	02/19/2003	Advanstar Communications Inc. (recent acquisition)

Registrations lapsed/abandoned – First Quarter 2004

<u>Registration</u>	<u>Serial No.</u>	<u>Effective Date</u>	<u>Owner</u>
APPLIED MOBILITY	78212953	02/10/2003	Advanstar Communications Inc.
ENHANCING PRACTICE. IMPROVING PATIENT CARE.	76465981	11/12/2002	Advanstar Communications Inc.
MEDICAL ECONOMICS VIRTUAL CLASSROOM	76493586	02/27/2003	Advanstar Communications Inc.
TELECON COLLABORATE	78216078	02/18/2003	Advanstar Communications Inc.
CONVERGING TECHNOLOGIES EXPOSITION AND CONFERENCE	2136940	2/17/1998	Advanstar Communications Inc.
LC GC	2140815	03/03/1998	Advanstar Communications Inc.
TEAM EXPO	2138985	02/24/1998	Advanstar Communications Inc.
VETERINARY ECONOMICS FIRSTLINE	2085388	08/05/1997	Advanstar Communications Inc.
VIDEO OB/GYN TIMES	2130297	01/20/1998	Advanstar Communications Inc.

Item B. Trademark Licenses (Material)

<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration</u>
No material				

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of this 16 day of April, 2004, is made between ADVANSTAR COMMUNICATIONS INC., a New York corporation, (the "Grantor"), and Fleet National Bank, as Administrative (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties:

WITNESSETH

WHEREAS, pursuant to a Credit Agreement, dated as of October 11, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, (the "Credit Agreement"), among the Grantor, the various financial institutions and other Persons from time to time parties thereto (collectively, the "Lenders"), DLJ Capital Funding, Inc., as Lead Arranger and Syndication Agent, and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Grantor:

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Borrower Pledge and Security Agreement, dated as of October 11, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement"):

WHEREAS, pursuant to Section 4.6 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Obligations:

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuers to make Credit Extensions to the Borrower pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, the Grantor agrees, for the benefit of each Secured Party, 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 Obligations, the Grantor hereby mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party,

all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) (i) all if 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 levels 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 thereto 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 each 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 Administrative 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 Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement (or with the consent of the Required Lenders or all Lenders, in accordance with Section 10.1 of the Credit Agreement) or (ii) the Termination Date, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to

release the lien on and security interest in the Trademark Collateral which has been granted hereunder.


SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative 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. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterpart. 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.

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


ADVANSTAR COMMUNICATIONS INC.

By: 

Name: Adele D. Hartwick

Title: Vice President

FLEET NATIONAL BANK, as
Administrative Agent

By: 

Name LAURA NEENAN

Title VICE PRESIDENT