# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ADVANSTAR COMMUNICATIONS INC.		07/12/2005	CORPORATION: NEW YORK

### **RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A. (AS SUCCESSOR BY MERGER TO FLEET NATIONAL BANK) AS ADMINISTRATIVE AGENT
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	NATIONAL BANKING ASSOCIATION:

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2946989	DIRTSPORTS
Registration Number:	2959787	BIOPHARM
Registration Number:	1344374	RN
Registration Number:	2250670	STRATEGICMEDICINE
Registration Number:	2245594	STUDENT ADVISOR
Registration Number:	2242574	STUDENT ADVISOR PREPARING FOR THE BUSINESS OF VETERINARY MEDICINE
Registration Number:	2254597	THE BUSINESS MAGAZINE OF THE MEDICAL PROFESSION
Registration Number:	2245490	WORLDPHARM
Registration Number:	2239957	SCIENTIFIC DATA MANAGEMENT
Registration Number:	1331303	PHARM TECH CONFERENCE
Registration Number:	1009754	AUTOMOTIVE BODY REPAIR NEWS
Serial Number:	78622248	LOCUM LIFE

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Serial Number:	78642462	DIRTSPORTS EXPO LIVE	
Serial Number:	78639203	INSTITUTE OF VALIDATION TECHNOLOGY	

#### **CORRESPONDENCE DATA**

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-701-7237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher Dore
Address Line 1: 71 South Wacker Drive

Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	08/25/2005

#### Total Attachments: 4

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### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of the 12th day of July, 2005, is made between ADVANSTAR COMMUNICATIONS INC., a New York corporation, (the "Grantor"), and Bank of America, N.A. (as successor by merger to Fleet National Bank) as Administrative Agent (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. <u>Definitions</u>. 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. <u>Grant of Security Interest</u>. 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,

TRADEMARK REEL: 003147 FRAME: 0196 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. <u>Security Agreement</u>. 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

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. <u>Acknowledgment</u>. 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. <u>Loan Document</u>, <u>etc.</u> 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. <u>Counterpart</u>. 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.

ADVANSTAR COMMUNICATIONS INC.

Name: Adele D. Hartwick
Title: Vice President

Title. Vice Fresident

BANK OF AMERICA, N.A.

as successor by merger to Fleet National Bank as Administrative Agent

By:

Name

Title

# SCHEDULE TO TRADEMARK SECURITY AGREEMENT Bank of America f/k/a Fleet

# Item A. <u>Trademarks Registered – Second Quarter 2005</u>

Trademark	Registration No.	Registration Date	Owner
DIRTSPORTS	2946989	5/3/2005	ADVANSTAR COMMUNICATIONS INC
BIOPHARM	2959787	6/7/2005	ADVANSTAR COMMUNICATIONS INC.

# PENDING TRADEMARK APPLICATIONS - Second Quarter 2005

Trademark	Serial No.	Filing Date:	Applicant
LOCUM LIFE	78622248	5/4/2005	ADVANSTAR COMMUNICATIONS INC.
DIRTSPORTS EXPO LIVE	78642462	6/2/5005	ADVANSTAR COMMUNICATIONS INC.
INSTITUTE OF VALIDATION TECHNOLOGY	78639203	5/27/2005	ADVANSTAR COMMUNICATIONS INC.

## REGISTRATIONS LAPSED -Second Quarter 2005

Trademark	Registration No.	Registration Date	Owner 15 15 15 15 15 15 15 15 15 15 15 15 15
RN	1344374	6/25/1985	ADVANSTAR COMMUNICATIONS INC.
STRATEGICMEDICINE	2250670	6/1/1999	ADVANSTAR COMMUNICATIONS INC.
STUDENT ADVISOR	2245594	5/18/1999	ADVANSTAR COMMUNICATIONS INC.
STUDENT ADVISOR PREPARING FOR THE BUSINESS OF VETERINARY MEDICINE	2242574	5/4/2005	ADVANSTAR COMMUNICATIONS INC.
THE BUSINESS MAGAZINE OF THE MEDICAL PROFESSION	2254597	6/15/1999	ADVANSTAR COMMUNICATIONS INC.
WORLDPHARM	2245490	5/18/1999	ADVANSTAR COMMUNICATIONS INC.
SCIENTIFIC DATA MANAGEMENT	2239957	4/13/2005	ADVANSTAR COMMUNICATIONS INC.
PHARM TECH CONFERENCE AND DESIGN	1331303	4/18/2005	ADVANSTAR COMMUNICATIONS INC.
AUTOMOTIVE BODY REPAIR NEWS	1009754	4/29/2005	ADVANSTAR COMMUNICATIONS INC.

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