

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Incorrect execution date from 7/12/2005 to the correct 10/14/2005 previously recorded on Reel 003183 Frame 0959. Assignor(s) hereby confirms the Security Interest.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADVANSTAR COMMUNICATIONS INC.		10/14/2005	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: 12

Property Type	Number	Word Mark
Registration Number:	2985276	LICENSING 2004 INTERNATIONAL
Registration Number:	2966909	DEALERNEWS TOP 100
Registration Number:	2951167	
Registration Number:	2941449	POOL
Registration Number:	1923585	OFFICE NURSE
Serial Number:	78722930	AUDIO DETAIL
Serial Number:	78708823	DIGITAL RADIOGRAPHY CONGRESS
Serial Number:	78732381	MODERN HEALTH FOR MEN
Serial Number:	78722919	MODERN HYGIENIST
Serial Number:	78720360	POWERTRAIN
Serial Number:	78720366	POWERTRAIN FUELED BY ADVANSTAR

OP \$315.00 2985276

Serial Number:	78441403	OFF-ROAD RETAILER
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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:

Christoher Dore

Signature:

/Christopher Dore/

Date:

10/31/2005

Total Attachments: 11

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TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

10/28/2005
900034985

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:

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NAME OF SUBMITTER:

Christoher Dore

Signature:

/Christopher Dore/

Date:

10/28/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of this 14th day of OCTOBER, 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"), Credit Suisse (f/k/a Credit Suisse First Boston as successor in interest to 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.

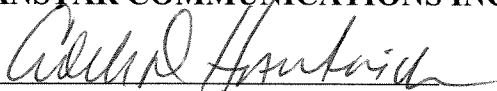
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (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

BANK OF AMERICA, N.A.

as successor by merger to Fleet National Bank
as Administrative Agent

By: 
Name: Amy Peden
Title: VPI

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

Item A. Trademarks Registered – Third Quarter 2005

Trademark	Reg. No.	Reg. Date	Owner
LICENSING 2004 INTERNATIONAL (DESIGN)	2985276	8/16/2005	ADVANSTAR COMMUNICATIONS INC
DEALERNEWS TOP 100 (DESIGN)	2966909	7/12/2005	ADVANSTAR COMMUNICATIONS INC.

Trademarks Acquired Third Quarter 2005

Trademark	Reg. No.	Reg. Date	Owner
POOL	2951167	5/17/2005	ADVANSTAR COMMUNICATIONS INC
POOL	2941449	4/19/2005	ADVANSTAR COMMUNICATIONS INC.

PENDING TRADEMARK APPLICATIONS - Third Quarter 2005

Trademark	Serial No.	Filing Date	Applicant
AUDIO DETAIL	78722930	9/29/2005	ADVANSTAR COMMUNICATIONS INC.
DIGITAL RADIOGRAPHY CONGRESS	78708823	9/8/2005	ADVANSTAR COMMUNICATIONS INC.
MODERN HEALTH FOR MEN	78732381	10/13/2005	ADVANSTAR COMMUNICATIONS INC.
MODERN HYGIENIST	78722919	9/29/2005	ADVANSTAR COMMUNICATIONS INC.
POWERTRAIN	78720360	09/26/2005	ADVANSTAR COMMUNICATIONS INC.
POWERTRAIN (DESIGN)	78720366	9/26/2005	ADVANSTAR COMMUNICATIONS INC.

REGISTRATIONS LAPSED – Third Quarter 2005

Trademark	Registration No.	Registration Date	Owner
OFFICE NURSE	1923585	10/3/1995	ADVANSTAR COMMUNICATIONS INC.

APPLICATIONS LAPSED – Third Quarter 2005

Trademark	Serial No.	Filing Date	Applicant
OFF ROAD RETAILER	78441403	8/1/2005	ADVANSTAR COMMUNICATIONS INC.

Item B.

Trademark Licenses (Material)

Trademark	Licensor	Licensee	Effective Date	Expiration Date
No material				