

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.		01/17/2006	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: 3			
Property Type	Number	Word Mark	
Registration Number:	3010959	CENTRAL VETERINARY CONFERENCE	
Registration Number:	3035606	CLINICAL EDGE	
Registration Number:	3034727	OFF-ROAD IMPACT	
CORRESPONDENCE DATA			
Fax Number:	(312)701-7711		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		

OP \$90.00 3010959

900040790

TRADEMARK
REEL: 003235 FRAME: 0491

Signature:

/Christopher Dore/

Date:

01/27/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of this 17th day of January, 2006, 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.

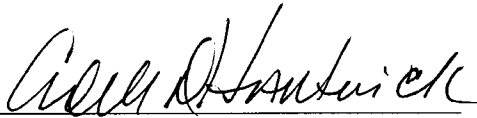
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which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

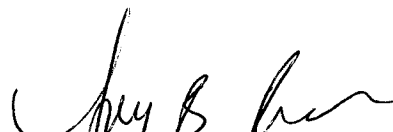
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

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 VP

SCHEDULE I
to Trademark Security Agreement
Wells Fargo- Agent

Item A.

TRADEMARKS REGISTERED – Fourth Quarter 2005

MARK	REGNO	REGDATE	OWNER
CENTRAL VETERINARY CONFERENCE	3010959	11/1/2005	ADVANSTAR
CLINICAL EDGE	3035606	12/27/2005	ADVANSTAR
OFF-ROAD IMPACT	3034727	12/27/2005	ADVANSTAR

PENDING TRADEMARK APPLICATIONS - Fourth Quarter 2005

MARK	APPNO	FILEDATE	OWNER
None			

REGISTRATIONS LAPSED – Fourth Quarter 2005

MARK	REGNO	REGDATE	OWNER
MOTOR AGE WHOLESALER AND DESIGN	797506	10/12/1965	ADVANSTAR
PR PHARMACEUTICAL REPRESENTATIVE	1366595	10/22/1985	ADVANSTAR
DTC TIMES THE MAGAZINE OF CONSUMER HEALTH CARE MARKETING	2299541	12/14/1999	ADVANSTAR

APPLICATIONS ABANDONED – Fourth Quarter 2005

MARK	APPNO	FILEDATE	OWNER
CENTER FOR CLINICAL ADVANCEMENT (THE)	78410360	04/29/2004	ADVANSTAR

Item B. _____

TRADEMARK LICENSES (MATERIAL)

TRADEMARK	LICENSOR	LICENSEE	EFFECTIVE DATE	EXPIRATION DATE
No material				