

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse, Cayman Islands Branch, as successor Administrative Agent to Bank of America, N.A., as successor by merger to Fleet National Bank		06/01/2006	COMPANY: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	Advanstar Communications Inc.		
Street Address:	131 West First Street		
Internal Address:	Sixth Floor		
City:	Duluth		
State/Country:	MINNESOTA		
Postal Code:	55802		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1171181	WEEKLY BIBLE READER	
CORRESPONDENCE DATA			
Fax Number:	(218)725-6800		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	218-725-6840		
Email:	mmarkusen@fryberger.com		
Correspondent Name:	Martha Markusen		
Address Line 1:	302 West Superior Street		
Address Line 2:	Suite 700		
Address Line 4:	Duluth, MINNESOTA 55802		
NAME OF SUBMITTER:	Martha Markusen		

OP \$40.00 1171181

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TRADEMARK
REEL: 003370 FRAME: 0489

Signature:

/mmm/

Date:

08/16/2006

Total Attachments: 22

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Release of Lien on Trademark

WHEREAS, by a certain Borrower Pledge and Security Agreement dated as of October 11, 2000 (as amended, restated and otherwise modified from time to time, the “**Confirmatory Agreement**”) among Advanstar Communications Inc. (the “**Company**”) and Bank of America N.A. (successor by merger to Fleet National Bank, the “**Previous Administrative Agent**”), which Confirmatory Agreement was recorded with the United States Patent and Trademark Office, Company granted to Previous Administrative Agent a security interest in and lien on those trademarks owned by Company and set forth on Schedule A hereto;

WHEREAS, pursuant to that certain Resignation, Assignment and Assumption Agreement dated as of May 24, 2006 attached hereto as Exhibit 1 between the Company, the Previous Administrative Agent and Credit Suisse, Cayman Islands Branch (the “**Administrative Agent**”), the Previous Administrative Agent assigned all of its rights and responsibilities under the Confirmatory Agreement to the Administrative Agent, including those rights in respect of certain collateral defined under the Confirmatory Agreement;

WHEREAS, Administrative Agent desires to release its security interest in and lien on the trademarks set forth on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Administrative Agent does hereby release its security interest in and lien on the trademarks set forth on Schedule A hereto and reassigns to the Company all right, title and interest of Administrative Agent in and to such trademarks.

Schedule A

Trade Marks or Trade Names	Registration Number	Secured Party	Date Secured
WEEKLY BIBLE READER	1171181	Credit Suisse, Cayman Islands Branch (as successor Administrative Agent to Bank of America N.A.)	01/04/01

Date: June 1, 2006

Credit Suisse, Cayman Islands Branch,
as Administrative Agent

By: _____

Name: _____

Title: _____


JUDITH E. SMITH
DIRECTOR

By: _____

Name: _____

Title: _____


DOREEN BARR
VICE PRESIDENT

Exhibit 1

Resignation, Assignment and Assumption Agreement

(NY) 06969/289/ARCA2006/MISC06/trademark.termination.doc

RESIGNATION, ASSIGNMENT AND ASSUMPTION AGREEMENT
("Agreement")

May 24, 2006

Reference is hereby made to (i) that certain Amended and Restated Credit Agreement, dated as of November 7, 2000 (amending and restating the Credit Agreement, dated as of October 11, 2000 and as further amended, supplemented, amended and restated or otherwise modified from time to time prior to the date hereof, the "Credit Agreement"), by and among Advanstar Communications Inc., a New York corporation (the "Borrower"; together with the other Obligors, the "Credit Parties"), the financial institutions party thereto as of the date hereof (collectively, the "Lenders"), Bank of America, N.A. (as successor by merger to Fleet National Bank) ("BOA"), as administrative agent for the Lenders and as an Issuer (in such capacity, the "Resigning Agent"), and Credit Suisse, Cayman Islands Branch ("CS") (as successor in interest to DLJ Capital Funding, Inc.), as lead arranger and syndication agent; (ii) that certain Intercreditor Agreement, dated as of August 18, 2003 (as amended, supplemented, amended and restated or otherwise modified prior to the date hereof, the "Intercreditor Agreement"), by and among BOA, as administrative agent for the Lenders, and Wells Fargo Bank, N.A. (as successor by merger to Wells Fargo Bank Minnesota, N.A.), as trustee and collateral agent under the Indenture referred to therein; and (iii) that certain Cash Collateral Agreement, dated as of May 24, 2006 (the "Cash Collateral Agreement"), between the Borrower and BOA. Capitalized terms used herein and not otherwise defined herein have the meanings ascribed to such terms in the Credit Agreement.

Section 1: Resignation, Assignment and Assumption.

(a) Pursuant to Section 9.4 of the Credit Agreement, BOA hereby resigns from its role as, and from the performance of all its functions and duties as "Administrative Agent" and "Issuer", as applicable, under the Credit Agreement, the other Loan Documents and the Intercreditor Agreement.

(b) As of the Effective Date (as defined in Section 5 below), BOA shall have no rights and shall no longer be, and shall be released from its obligations as "Administrative Agent" and "Issuer", as applicable, under the Credit Agreement and any other Loan Documents (including the Pledge Agreements and any intellectual property collateral agreements) and shall have no rights and shall no longer be, and shall be released from its obligations as, "Administrative Agent" under the Intercreditor Agreement. Furthermore, as of the Effective Date, BOA shall have no rights as, and shall no longer be, a "Secured Party" under the Pledge Agreements, any other Loan Document or the Intercreditor Agreement. For the avoidance of doubt, all rights of the Resigning Agent which are expressly provided in the Credit Agreement or any other Loan Document to survive the resignation of the Administrative Agent or the Issuer, shall in each case survive such resignation by the Resigning Agent and shall continue to inure for the benefit of the Resigning Agent, notwithstanding any subsequent amendment modification or termination of the Credit Agreement or such Loan Document.

(c) BOA hereby assigns and transfers, in its capacity solely as Lender (in such capacity, the "Assigning Lender"), without recourse and without representation and warranty

(other than as expressly provided herein), to CS, and CS hereby assumes from Assigning Lender, all of Assigning Lender's rights and obligations under the Credit Agreement relating to its Loans and Commitments, any other Loan Document and the Intercreditor Agreement and all of its rights and obligations, solely as a Lender (in such capacity, the "Assignee Lender"), under the Credit Agreement, any other Loan Document and the Intercreditor Agreement.

(d) As of the Effective Date, Assigning Lender shall have no rights and no longer be, and shall be released from its obligations as Lender under the Loan Documents, and CS, as Assignee Lender, shall succeed to and become vested with all of the rights, powers and privileges of Assigning Lender under the Credit Agreement and the other Loan Documents.

(e) BOA hereby, without recourse, representation or warranty of any kind, assigns and transfers, in its capacity as Resigning Agent, to CS, as successor Administrative Agent, and CS, as successor Administrative Agent, hereby assumes from the Resigning Agent, all right, title and interest of the Resigning Agent (including, without limitation, the Liens held by the Resigning Agent for the benefit of the Secured Parties) in, to and under the Pledge Agreements and any other Loan Documents in which the Credit Parties have granted a security interest to BOA, in its capacity as Administrative Agent for the benefit of the Secured Parties.

(f) On or prior to the Effective Date:

(i) BOA, as Resigning Agent, shall deliver, at the expense of the Borrower, to CS, as successor Administrative Agent under the Loan Documents and the Intercreditor Agreement, (A) all Collateral held by it under the Loan Documents, including, without limitation, all Collateral listed on Schedule 1 hereto and (B) UCC Amendments in appropriate form for filing under the UCC and any other applicable requirements of law in each jurisdiction as may be necessary or appropriate to assign the Liens under the Pledge Agreements from BOA, as Resigning Agent, to CS, as successor Administrative Agent; and

(ii) BOA, as Resigning Agent, shall execute and deliver, at the expense of the Borrower, to CS, as successor Administrative Agent under the Loan Documents and the Intercreditor Agreement, all assignments or other documents or instruments required to be filed with any intellectual property collateral and mortgages relating to the Borrower or any other Obligor as CS may reasonably request to assign the Liens under the Pledge Agreements and any other Loan Documents from BOA, as Resigning Agent, to CS as successor Administrative Agent.

(g) BOA, as Resigning Agent, hereby authorizes CS, as successor Administrative Agent, to file any and all UCC filings and any other documents or instruments in each jurisdiction as may be necessary or appropriate to assign the Liens under the Pledge Agreements and any other Loan Document from BOA, as Resigning Agent to CS, as successor Administrative Agent.

(h) After the Effective Date, at the request of CS or the Borrower, BOA will, at the expense of the Borrower, execute and deliver to CS such further documents and instruments or take such actions as CS may reasonably request in order to transfer to CS, or to evidence the transfer to CS of, all of BOA's security interests and Liens in any Collateral of the Borrower and

the other Obligors; provided however, if CS (or any successor thereof or any successor Administrative Agent under the Credit Agreement, in either case a "CS Successor") and the Borrower hereafter agree to release any security interests and Liens in any copyright collateral under the Loan Documents, BOA, CS and the Borrower hereby agree that CS, as successor Administrative Agent, (or any CS Successor) may execute and deliver to the Borrower documents and instruments evidencing the release of security interests and Liens in any copyright collateral in favor of BOA in its capacity as "Administrative Agent" under the Loan Documents and may record such releases with the United States Copyright Office or take such other action as necessary or proper to effect such releases without further action by BOA (it being understood that after the Effective Date, BOA has no rights or obligations with respect to any such copyright collateral and the documents in connection therewith).

Section 2: Reimbursement Obligations; Indemnification Obligations; Definitions.

(a) Reimbursement Obligations. The Borrower hereby agrees, with respect to the letters of credit listed on Schedule 2 hereto (the "Existing Letters of Credit"):

(i) in the event of any drawing under any Existing Letter of Credit (each, a "Drawing") by the beneficiary thereof, BOA shall promptly notify the Borrower of such Drawing, to the extent reasonably practicable, not later than 12:00 p.m. (New York City time) on the Business Day immediately prior to the date on which BOA intends to honor such Drawing. The Borrower shall reimburse BOA not later than 12:30 p.m. (New York City time) on the first Business Day following the day on which such Drawing is honored in an amount in same day funds equal to the amount of such Drawing being honored, together with any accrued and unpaid interest thereon.

(ii) the Borrower shall pay interest in respect of any Unpaid Drawing from the date such Drawing is made until such Unpaid Drawing is paid in full at a rate per annum which shall be equal to (i) the sum of 2.25% plus the Alternate Base Rate from and including the date of such Drawing through the earlier to occur of (x) the Maturity Date and (y) the first Business Day after the date of such Drawing and (ii) the sum of 2.25% plus the Alternate Base Rate plus 2.00% per annum thereafter until paid in full.

(iii) the Borrower shall reimburse BOA with respect to drawings on the Existing Letters of Credit (including, in each case, interest thereon), which obligations shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment which the Borrower may have or have had against BOA, or any nonapplication or misapplication by the beneficiary of the proceeds of such drawing, BOA's only obligation to the Borrower being to confirm that any documents required to be delivered under such Existing Letter of Credit appear to have been delivered and that they appear to substantially comply on their face with the requirements of such Existing Letter of Credit and any action taken or omitted to be taken by BOA under or in connection with any Existing Letter of Credit if taken or omitted in the absence of gross negligence or willful misconduct as finally determined by a court of competent jurisdiction, shall not create for BOA any resulting liability to the Borrower or any other Credit Party;

(iv) the Borrower shall pay to BOA a fee in respect of each Existing Letter of Credit (the "Letter of Credit Fee") for the period from and including the date of issuance of such Existing Letter of Credit to and including the termination of such Existing Letter of Credit, computed at a rate per annum equal to 3.50% per annum multiplied by the daily Stated Amount of such Existing Letter of Credit, such accrued Letter of Credit Fees being due and payable quarterly in arrears on each Quarterly Payment Date and upon the first day on or after the date which no Existing Letters of Credit remain outstanding.

(v) the Borrower agrees to pay, upon each payment under, issuance of, or amendment to, any Existing Letter of Credit, such amount as shall at the time of such event be the administrative charge which BOA is generally imposing in connection with such occurrence with respect to letters of credit; and

(vi) the Borrower agrees to pay to Resigning Agent, for its own account (or the accounts of its affiliates), such other fees as have been agreed to in writing by the Borrower and Resigning Agent (or any of its affiliates);

provided that the obligations of the Borrower under this Section 2(a) shall be reduced by the corresponding reimbursement of any Drawing or any interest or fees deducted by BOA from the Cash Collateral Account (as defined below), it being acknowledged and agreed that the obligations of the Borrower hereunder are absolute and unconditional.

(b) Indemnification Obligations.

(i) If at any time after the date of this Agreement, the introduction of or any change in any applicable law, rule, regulation, order, guideline or request or in the interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof, or compliance by BOA with any request or directive by any such authority (whether or not having the force of law), shall either (i) impose, modify or make applicable any reserve, deposit, capital adequacy or similar requirement against letters of credit issued by BOA, or (ii) impose on BOA any other conditions relating, directly or indirectly, to this Agreement or any Existing Letter of Credit; and the result of any of the foregoing is to increase the cost to BOA of issuing, maintaining or participating in any Existing Letter of Credit, or reduce the amount of any sum received or receivable by BOA hereunder or reduce the rate of return on its capital with respect to Existing Letters of Credit, but without duplication of any amounts payable in respect of Taxes pursuant to Section 2(b)(ii), then, upon demand to the Borrower by BOA, the Borrower shall pay to BOA such additional amount or amounts as will compensate BOA for such increased cost or reduction in the amount receivable or reduction on the rate of return on its capital. BOA, upon determining that any additional amounts will be payable pursuant to this Section 2(b)(i), will give prompt written notice thereof to the Borrower, which notice shall include a certificate submitted to the Borrower by BOA, setting forth in reasonable detail the basis for and the calculation of such additional amount or amounts necessary to compensate BOA. The certificate required to be delivered pursuant to this Section 2(b)(i) shall, if delivered in good faith and absent manifest error, be final and conclusive and binding on the Borrower.

(ii) Taxes.

(A) All payments by the Borrower of principal of, and interest on, the amounts payable hereunder (including reimbursement obligations, fees and expenses) shall be made free and clear of and without deduction for any present or future income, excise, stamp or franchise taxes and other taxes, fees, duties, withholdings or other charges of any nature whatsoever imposed by any taxing authority from or through which payments originate or are made or deemed made by or to the Borrower, but excluding any income, excise, stamp or franchise taxes and other similar taxes, fees, duties, withholdings or other charges imposed on BOA by a jurisdiction under the laws of which BOA is organized or in which its principal executive office is located, or otherwise as a result of a present or former connection between the applicable lending office of BOA and the jurisdiction of the governmental authority imposing such tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from BOA having executed, delivered or performed its obligations or received a payment under, or taken any action to enforce, this Agreement) (such non-excluded items being called "Taxes"). In the event that any withholding or deduction from any payment to be made by the Borrower hereunder is required in respect of any Taxes pursuant to any applicable law, rule or regulation, then the Borrower will (i) pay directly to the relevant taxing authority the full amount required to be so withheld or deducted, (ii) promptly forward to BOA an official receipt or other documentation available to the Borrower reasonably satisfactory to BOA evidencing such payment to such authority, and (iii) pay to BOA for the account of its own account such additional amount or amounts as is necessary to ensure that the net amount actually received by BOA will equal the full amount BOA would have received had no such withholding or deduction been required.

Moreover, if any Taxes are directly asserted against BOA with respect to any payment received by BOA hereunder, BOA may pay such Taxes and the Borrower will promptly pay to BOA such additional amount (including any penalties, interest or expenses) as is necessary in order that the net amount received by BOA (including any Taxes on such additional amount) shall equal the amount of such Taxes paid by BOA; provided, however, that the Borrower shall not be obligated to make payment to BOA pursuant to this sentence in respect of penalties or interest attributable to any Taxes, if written demand therefor has not been made by BOA within 60 days from the date on which BOA knew of the imposition of Taxes by the relevant taxing authority or for any additional imposition which may arise from the failure of BOA to apply payments in accordance with the tax law after the Borrower has made the payments required hereunder. After BOA learns of the imposition of Taxes, it will act in good faith to notify the Borrower of its obligations hereunder as soon as reasonably possible.

If the Borrower fails to pay any Taxes when due to the appropriate taxing authority or fails to remit to BOA the required receipts or other required documentary evidence, the Borrower shall indemnify BOA for any incremental Taxes, interest or penalties that may become payable by BOA as a result of any such failure.

(B) If the Borrower determines in good faith that a reasonable basis exists for contesting the imposition of a Tax with respect to BOA, BOA shall cooperate with the Borrower in challenging such Tax at the Borrower's expense if requested by the Borrower; provided, however, that nothing in this Section shall require any Lender or Agent to submit to the Borrower or any Person any tax returns or any part thereof, or to prepare or file any tax returns other than as BOA in its sole discretion shall determine.

(C) If BOA shall receive a refund (including any offset or credits from a taxing authority (as a result of any error in the imposition of Taxes by such taxing authority) of any Taxes paid by the Borrower pursuant to clause (a) above, BOA shall promptly pay the Borrower the amount so received, with interest from the taxing authority with respect to such refund, net of any tax liability incurred by BOA that is attributable to the receipt of such refund and such interest.

(D) BOA agrees, to the extent reasonable and without material cost to it, to cooperate with the Borrower to minimize any amounts payable by the Borrower under this Section; provided, however, that nothing in this Section shall require BOA to take any action which, in the sole discretion of BOA, is inconsistent with its internal policy and legal and regulatory restrictions.

(E) If the Borrower is required to pay additional amounts to or for the account of BOA pursuant to clause (A) above as a result of a change of law occurring after the date hereof, then BOA, at the request of the Borrower, will change the jurisdiction of its applicable lending office if such change (x) would eliminate or reduce any such additional payment which may thereafter accrue and (y) is not, in the good faith determination of BOA, otherwise disadvantageous to BOA.

(iii) The Borrower shall: (i) pay all reasonable out-of-pocket costs and expenses of BOA (including, without limitation, the reasonable fees and disbursements of Mayer, Brown, Rowe & Maw LLP and local counsel (if any)) in connection with the preparation, execution and delivery of this Agreement, the Cash Collateral Agreement, the Loan Documents and the documents and instruments referred to herein and therein and any amendment, waiver or consent relating hereto or thereto, and in connection with the enforcement of this Agreement and the Cash Collateral Agreement and the documents and instruments referred to herein and therein (including, without limitation, the reasonable fees and disbursements of counsel (including in-house counsel) for BOA); (ii) pay and hold BOA harmless from and against any and all present and future stamp, excise and other similar taxes with respect to the foregoing matters and save BOA

harmless from and against any and all liabilities with respect to or resulting from any delay or omission (other than to the extent attributable to BOA) to pay such taxes; and (iii) indemnify BOA, and its officers, directors, trustees, employees, representatives and agents from and hold each of them harmless against any and all liabilities, obligations (including removal or remedial actions), losses, damages, penalties, claims, actions, judgments, suits, costs, expenses and disbursements (including reasonable attorneys' and consultants' fees and disbursements) incurred by, imposed on or assessed against any of them as a result of, or arising out of, or in any way related to, or by reason of, (a) any investigation, litigation or other proceeding (whether or not BOA is a party thereto) related to the entering into and/or performance of this Agreement, the Credit Agreement, the other Loan Documents or the Intercreditor Agreement or the use of any Existing Letter of Credit or the consummation of any transactions contemplated herein, or in any Loan Document, or (b) the exercise of any of their rights or remedies provided herein or in the Credit Agreement, the other Loan Documents or the Intercreditor Agreement, including, in each case, without limitation, the reasonable fees and disbursements of counsel and other consultants incurred in connection with any such investigation, litigation or other proceeding (but excluding any losses, liabilities, claims, damages or expenses to the extent incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified). To the extent that the undertaking to indemnify, pay or hold harmless BOA set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, the Borrower shall make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities which is permissible under applicable law.

(c) Defined Terms. For purposes of this Section 2, the following definitions apply:

"Alternate Base Rate" means, for any day, the higher of: (a) 0.50% per annum above the latest Federal Funds Rate; and (b) the Prime Rate of interest in effect for such day as most recently publicly announced by the Administrative Agent in New York City. Any change in the Prime Rate established or announced by the Administrative Agent shall take effect at the opening of business on the day of such establishment or announcement.

"Business Day" means any day which is neither a Saturday or Sunday nor a legal holiday on which banks are authorized or required to be closed in New York City.

"Dollars" and the sign "\$" shall each mean lawful money of the United States.

"Federal Funds Rate" means, for any period, a fluctuating interest rate per annum equal for each day during such period to (a) the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or (b) if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

"Maturity Date" shall mean the expiration or termination of all Existing Letters of Credit.

"Person" means any natural person, corporation, partnership, firm, association, trust, government, governmental agency, limited liability company or any other entity, whether acting in an individual, fiduciary or other capacity.

"Prime Rate" means a rate per annum equal to the prime rate of interest announced from time to time by the Administrative Agent or its parent (which is not necessarily the lowest rate charged to any customer), changing when and as said prime rate changes.

"Quarterly Payment Date" means the last day of each of March, June, September and December occurring after the Closing Date, or, if any such day is not a Business Day, the next succeeding Business Day.

"Stated Amount" of each Existing Letter of Credit shall, at any time, mean the total amount available to be drawn thereunder (in each case determined without regard to whether any conditions to drawing could then be met) upon the issuance thereof.

"Unpaid Drawing" shall mean the amount of any payment or disbursement made by BOA under any Existing Letter of Credit until BOA has been reimbursed in such amount.

Section 3: Certain Representations, Warranties and Agreements.

(a) Each party to this Agreement represents and warrants to the other party hereto that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

(b) Assigning Lender hereby represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any lien, encumbrance or adverse claim, (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the other Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or the other Loan Documents or any other instrument or document furnished pursuant thereto and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Credit Agreement or the other Loan Documents to which it is a party or any other instrument or document furnished pursuant thereto.

(c) Assignee Lender (i) confirms that it has received a copy of each of the Loan Documents, together with copies of the most recent financial statements delivered pursuant thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement and (ii) agrees that it will, independently

and without reliance upon the Administrative Agent, the Assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents and the other instruments and documents delivered in connection therewith.

(d) Assignee Lender hereby waives any notice rights under Section 9.4 of the Credit Agreement.

Section 4: Credit Party Agreements.

(a) Each Credit Party consents to the resignation of the Resigning Agent as provided herein and waives the requirement for 30 days' prior notice of such resignation and agrees that BOA shall be released from its obligations as "Administrative Agent" and "Issuer", as applicable, under the Loan Documents and the Intercreditor Agreement and shall cease to be a party to the Loan Documents and the Intercreditor Agreement.

(b) Each Credit Party hereby acknowledges and agrees that, as of the Effective Date, no right of offset, defense, counterclaim, claim, causes of action or objection in favor of any Credit Party against the Assigning Lender or the Resigning Agent exists arising out of or with respect to (i) the Obligations, this Agreement or any of the Loan Documents; (ii) any other documents evidencing, securing or in any way relating to the foregoing, or (iii) the administration or funding of the Loans, the Revolving Loan Commitment or the issuance of Letters of Credit.

(c) Each Credit Party hereby expressly waives, releases and relinquishes any and all defenses, setoffs, claims, counterclaims, causes of action or objections, if any, against such Lenders or the Resigning Agent, whether known or unknown, both at law and in equity, only to the extent arising out of any matter, cause or event occurring on or prior to the date hereof.

(d) Each Credit Party for itself, each other Credit Party and their respective successors and assigns in interest and any person that may derivatively or otherwise assert a claim through or by any of the foregoing to the fullest extent permitted by applicable law (collectively, the "Releasors") waives and releases against Resigning Agent and Assigning Lender and each of their respective employees, agents, representatives, consultants, attorneys, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, subsidiary corporations, parent corporations, related corporate divisions, participants and assigns (collectively, the "Releasees"), and covenants not to commence or pursue any litigation or action, claims, demands, causes of action, suits, debts, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, setoffs, recoupments, counterclaims, defenses, expenses, damages and/or judgments, whatsoever in law or in equity (whether matured, unmatured, contingent or non-contingent) that relate in any way, either directly or indirectly, to this Agreement, any Loan Documents, the transactions contemplated thereby or any action by Resigning Agent, Assigning Lender or any other Releasee in any way related thereto, whether known or unknown, which each of the Releasors had, now has or may have. Each of the Releasors hereby expressly understands and agrees that the provision set forth below or any similar provisions in any federal or state laws, rights, rules or legal principles of any jurisdiction which may be applicable thereto (including, without limitation, Section 1542 of the California

Civil Code), to the extent that they apply to the matters released hereby, are knowingly and voluntarily waived and relinquished by such Releasors, to the full extent that such rights and benefits pertaining to the matters released herein may be waived, and each of the Releasors hereby agrees and acknowledges that this waiver is an essential term of this Agreement:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

In making this release, each of the Releasors has consulted with counsel concerning the effect thereof, including, without limitation, the effect of the waiver.

Section 5: Conditions.

The effective date (the "Effective Date") of this Agreement shall be the date on which the following conditions are satisfied:

(a) execution and delivery of a counterpart hereof by each of BOA, CS and each Credit Party;

(b) BOA's receipt of (i) the Cash Collateral Agreement, duly executed and delivered by an Authorized Officer of the Borrower, and (ii) an aggregate amount of \$2,190,498.45, which amount shall be deposited by the Borrower into a cash collateral account maintained with BOA via wire transfer to the account designated on Schedule 2 attached hereto on or prior to 3:00 p.m. (New York City time), on May 24, 2006.

(c) BOA's receipt of \$[____], representing payment in full of all outstanding interest, fees, expenses (including legal fees and expenses), charges or other costs under the Loan Documents as set forth in more detail on Schedule 3 attached hereto and made a part hereof, via wire transfer to the accounts designated on Schedule 3 attached hereto on or prior to 3:00 p.m. (New York City time), on May 24, 2006; and

(d) receipt by CS (in its capacity as Administrative Agent) of collateral and instruments of assignment described in Section 1(e) hereof.

Section 6: Miscellaneous.

(a) Each Credit Party hereby agrees from time to time, upon request of any other party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transaction contemplated by, and to carry out the intent of, this Agreement.

(b) Each of BOA and CS hereby agrees from time to time, upon request of the other such party, to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the resignation, assignment and transfer of collateral contemplated by this Agreement.

(c) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(d) Any notice and other communication, if mailed and properly addressed with postage prepaid or if properly addressed and sent by pre-paid courier service, shall be deemed given when received; any such notice or other communication, if transmitted by facsimile, shall be deemed given when transmitted and electronically confirmed. For the purposes hereof, the notice address of each of BOA and CS shall be as set forth on the signature pages hereto or, as to either such party, such other address as shall be designated by such party in a written notice delivered to the other such party.

(e) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES).

(g) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(h) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Resignation, Assignment and Assumption Agreement, as of the date first above written.

BANK OF AMERICA, N.A. (as successor by merger to Fleet National Bank), as Resigning Agent and Assigning Lender

By: Thomas J. Kane
Name: Thomas J. Kane
Title: Senior Vice President

17371467

MAY. 23. 2006 10:30AM

CREDIT SUISSE

NO. 1372 P. 1

Accepted and Agreed
this ____ day of May, 2006:

Address: Eleven Madison Avenue
New York, New York 10010

Facsimile:

Attention:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as successor Administrative Agent and
Assignee Lender (solely with respect to Sections 1,
3, 5 and 6 of this Agreement)

By: 

Name: JUDITH E. SMITH

Title: DIRECTOR

By: 


Name: DOREEN BARR

Title: VICE PRESIDENT

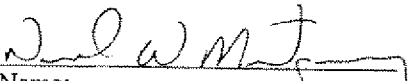
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17
Acknowledged and Agreed to
this ____ day of May, 2006:


ADVANSTAR COMMUNICATIONS
INC., as a Credit Party

By: 
Name: DAVID W. MONTGOMERY
Title: VP-FINANCE, CFO & SECRETARY

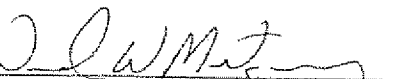
ADVANSTAR, INC., as a Credit Party

By: 
Name: DAVID W. MONTGOMERY
Title: VP-FINANCE, CFO & SECRETARY

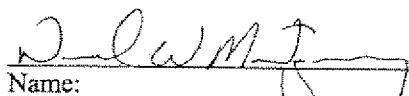
ADVANSTAR HOLDINGS CORP., as a
Credit Party

By: 
Name: DAVID W. MONTGOMERY
Title: VP-FINANCE, CFO & SECRETARY

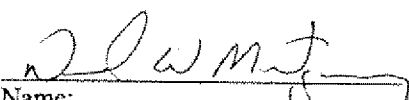
MEN'S APPAREL GUILD IN
CALIFORNIA, INC., as a Credit Party

By: 
Name: DAVID W. MONTGOMERY
Title: VP-FINANCE, CFO & SECRETARY

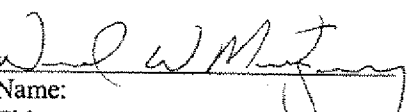
APPLIED BUSINESS
TELECOMMUNICATIONS,
as a Credit Party

By: 
Name: _____
Title: DAVID W. MONTGOMERY
VP-FINANCE, CFO & SECRETARY

CME2, INC., as a Credit Party

By: 
Name: _____
Title: DAVID W. MONTGOMERY
VP-FINANCE, CFO & SECRETARY

PROJECT GLOBAL TRADESHOW
INC., as a Credit Party

By: 
Name: _____
Title: DAVID W. MONTGOMERY
VP-FINANCE, CFO & SECRETARY

SCHEDULE 1

COLLATERAL

1. Certificate No. 1 for 100 shares of Advanstar IH, Inc. issued to Advanstar Inc., together with the corresponding stock power.
2. Certificate No. 5 for 19,110 shares of Applied Business teleCommunications issued to Borrower, together with the corresponding stock power.
3. Certificate No. C-1 for 65 shares of Advanstar Expositions Canada Limited issued to Borrower, together with the corresponding stock power.
4. Certificate No. 2 for 130,000 shares of Advanstar Communications (UK) Limited issued to Borrower, together with the corresponding stock power.
5. Certificate No. C-3 for 390,000 shares of Advanstar Expositions Canada Limited issued to Borrower, together with the corresponding stock power.
6. Certificate No. 4 for 65 shares of Advanstar Communications (UK) Limited issued to Borrower, together with the corresponding stock power.
7. Certificate No. 3 for 1,000,000 shares of Advanstar, Inc. (formerly Advanstar Holdings, Inc.), together with the corresponding stock power.
8. Certificate No. 14 for 100 shares of Advanstar, Inc. (formerly Advanstar Holdings, Inc.) issued to Advanstar Holdings Corp., together with the corresponding stock power.
9. Certificate No. 118 for 1,000 shares of Men's Apparel Guild in California, Inc. issued to Borrower, together with the corresponding stock power.
10. Certificate No. 1 for 100 shares of CME2, Inc. issued to Borrower, together with the corresponding stock power.
11. Certificate No. 4 for 200 shares of Project Global Tradeshow Inc. issued to Borrower, together with the corresponding stock power.

SCHEDULE 2

EXISTING LETTERS OF CREDIT

Existing Letter of Credit Number	Expiration Date	Stated Amount
1S1233356	04/02/07	\$750,000.00
68008755	09/18/06	\$336,189.00
68012475	04/11/07	\$1,000,000.00
	Sub-total:	\$2,086,189.00
	5% Cushion	\$104,309.45
	Total:	<u>\$2,190,498.45</u>

CASH COLLATERAL ACCOUNT

Bank: Bank of America, N.A.
 New York, New York
 ABA No.: 026009593
 Account No.: 1233811999
 Reference: Advanstar Communications Inc.
 for Benefit of Bank of America, N.A.

SCHEDULE 3

PAYOFF AMOUNT DETAIL

Commitment Fees	\$109,734.23
Letter of Credit Fees	\$7,744.16
Legal Fees and Expenses	\$[]
Total Payoff Amount	<hr/> \$[]
Credit for Prepaid Administrative Agent Fee (prorated from 5/24/06 through 10/11/06)	\$38,356.16
Total Amount to be Paid	<hr/> \$[]
Amount to be Paid to BOA	\$79,122.23
Amount to be Paid to Mayer, Brown, Rowe & Maw LLP	\$[]

PAYOFF ACCOUNT

BOA

Bank: Bank of America, N.A.
New York, New York
ABA No.: 026009593
Account No.: 3750836479
Reference: Advanstar Communications Inc.

Mayer, Brown, Rowe & Maw LLP

Bank: Bank of America Illinois
ABA No.: 0710 000 39
Credit Account:
Mayer Brown, Rowe & Maw
Account # 87656-63350
Reference: Advanstar Communications Inc.

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