

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.		01/12/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Credit Suisse (as successor to Bank of America, N.A.), as Administrative Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2879819		
Serial Number:	77145068	STYLING & PERFORMANCE	
Serial Number:	77080771	MODERNMEDICINE	
Serial Number:	77079529	RN CAREER SEARCH ----	
Serial Number:	77078839	DPRWORLD	
Serial Number:	77145058	S(ECO)ND	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
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Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0055		

OP \$165.00 2879819

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	05/29/2007
Total Attachments: 5 source=Scan001#page1.tif source=Scan001#page2.tif source=Scan001#page3.tif source=Scan001#page4.tif source=Scan001#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 13, 2007, is made between Advanstar Communications Inc., a New York corporation (the "Grantor"), and Credit Suisse (as successor to Bank of America N.A.), 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 Second Amended and Restated Credit Agreement, dated as of May 24, 2006 (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 Securities (USA) LLC as a Joint Lead Arranger, Joint Bookrunner and Syndication Agent for the Lenders, Goldman Sachs Credit Partners L.P., a Joint Lead Arranger and Joint Book Runner, the Administrative Agent and Wells Fargo Bank, National Association, as Documentation Agent for the Lenders, 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 Grantor 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 of 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 labels 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 thereof, 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 the 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 instrument 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 otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. 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.

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IN WITNESS WHEREOF, the parties hereto have caused this 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: **VP, TREASURER & CONTROLLER**

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as
Administrative Agent

By _____
Name:
Title:

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

1st Quarter 2007

REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
MODERN HEALTH FOR MEN	3203101	1/23/2007
(DESIGN) TWO BEES	2879819	8/31/2004
FIRSTLINE	3197433	1/9/2007

PENDING TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	FILE DATE
STYLING & PERFORMANCE	77145068	03/30/2007
MODERNMEDICINE	77080771	01/11/2007
RN CAREER SEARCH	77079529	01/11/2007
DPRWORLD	77078839	01/09/2007
S(ECO)ND	77145058	03/30/2007

REGISTRATIONS LAPSED

TRADEMARK	REGISTRATION NO	REGISTRATION DATE
DPR (& DESIGN)	1060282	3/1/1977
FORMULARY KITS ONLINE	2437689	3/20/2001
PRET AMERICA	2421514	1/16/2001

APPLICATIONS ABANDONED

TRADEMARK	APPLICATION NO	FILEDATE
PHARMACIST LIFE	78894049	05/26/2006

Item B. Trademark Licenses

TRADEMARK	LICENSOR	LICENSEE
MATERIAL - NONE		