

## 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:	Wells Fargo Bank, N.A. f/k/a Wells Fargo Bank Minnesota, N.A., as Collateral Agent		
Street Address:	Sixth and Marquette Avenue		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55479		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77034304	DVM	
Serial Number:	77059771	JOURNAL OF VALIDATION TECHNOLOGY	
Serial Number:	77033498	LICENSE	
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		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038263-0055		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		

OP \$90.00 77034304

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TRADEMARK  
REEL: 003550 FRAME: 0647

Date:

05/29/2007

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of this 12<sup>th</sup> day of January, 2007, (this "Agreement") is made between Advanstar Communications Inc., a New York Corporation (the "Grantor"), and Wells Fargo Bank, N.A. f/k/a Wells Fargo Bank Minnesota, N.A. as Collateral Agent (together with any successor(s) thereto in such capacity, the "Collateral Agent" for itself, the Trustee and each of the Noteholders;

### WITNESSETH:

WHEREAS, the Grantor has entered into an Indenture, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the ("Indenture") with Wells Fargo Bank Minnesota, N.A., as Trustee (in such capacity, the "Trustee") pursuant to which it is issuing, as of the date hereof (i) Second Priority Senior Secured Floating Rate Notes due 2008 and (ii) 10.750% Second Priority Senior Secured Notes due 2010 in the original aggregate principal amount of \$360,000,000 (collectively, and together with any additional notes issued under such Indenture the "Notes");

WHEREAS, in connection with the Indenture, the Grantor has executed and delivered an Issuer Pledge and Security Agreement dated as of August 18, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor may from time to time incur Permitted Senior Debt that will, subject to the terms and conditions of the Indenture and the Credit Agreement, be secured by the Common Collateral and constitute Noteholder Claims hereunder;

WHEREAS, pursuant to the Credit Agreement and the Indenture, the Grantor, the Administrative Agent (as defined in an Amended and Restated Credit Agreement, dated as of November 7, 2000 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the various financial institutions from time to time parties thereto (collectively, the "Lenders"), Credit Suisse First Boston (as successor in interest to DLJ Capital Funding, Inc.), as Lead Arranger and Syndication Agent (together with any successor(s) thereto in such capacity, the "Syndication Agent"), Fleet National Bank, as Administrative Agent (the "Administrative Agent"), and Barclays Bank PLC, as the Documentation Agent, the Collateral Agent, the Syndication Agent and each Subsidiary Grantor have agreed to enter into an Intercreditor Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Intercreditor Agreement"); and

WHEREAS, pursuant to the terms of the Indenture and subject to the terms of the Intercreditor Agreement, the Collateral Agent has agreed to accept the pledge and assignment and the grant of a security interest under this Agreement as security for the Noteholder Claims.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Trustee to enter into the Indenture and to induce potential purchasers to purchase the Notes, the Grantor agrees with the Collateral Agent for the Benefit of itself, the Trustee and each Noteholder 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 Noteholder Claims, the Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, and grants to the Collateral Agent a security interest in, for its benefit and the benefit of the Trustee and each Noteholder, all of the following property (the "Trademark Collateral"), whether now owned or hereafter existing or acquired 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 identifies, 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 of 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 Collateral 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 Collateral Agent for its benefit and the benefit of each Noteholder under the Security Agreement. The Security Agreement (and all rights and remedies of the collateral Agent and each Noteholder thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The security interests granted hereunder in any Collateral shall automatically be released in the manner, at the times and to the extent specified in Section 5.1 of the Intercreditor Agreement or as may be permitted by the Indenture and any other Noteholder Documents. In addition, upon the payment in full of all Noteholder Claims and the discharge of the Indenture and the other Noteholder Documents, the security interests granted hereunder shall automatically terminate. Upon any such release or termination, the collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Collateral held by the Collateral Agent hereunder in which the security interest granted hereunder is released or terminated, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release or termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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. Relationship with Senior Borrower Security Agreement and Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

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.

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 Adele D. Hartwick 1/12/07  
Name: Adele D. Hartwick  
Title: Vice President, Treasurer

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

**4th Quarter 2006**

REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
OFF-ROAD.COM	3180814	12/5/2006
PROAB	3188032	12/19/2006

PENDING TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.	FILE DATE
DVM	77034304	11/1/2006
JOURNAL OF VALIDATION TECHNOLOGY	77059771	12/8/2006
LICENSE	77033498	10/31/2006

REGISTRATIONS LAPSED

TRADEMARK	REGISTRATION NO	REGISTRATION DATE
INTERNATIONAL FASHION & BOUTIQUE SHOW	1417951	11/18/1986
INTERNATIONAL KIDS FASHION SHOW	1417950	11/18/1986
LICENSE	2402398	11/7/2000

APPLICATIONS ABANDONED

TRADEMARK	APPLICATION NO	FILEDATE
POWERTRAIN	78720360	9/25/2005
POWERTRAIN FUELED BY ADVANSTAR	78720366	9/26/2005
DIRTSports EXPO LIVE	78642462	6/2/2005

Item B. Trademark Licenses

TRADEMARK	LICENSOR	LICENSEE
MATERIAL - NONE		