

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
Men's Apparel Guild in California, Inc.		05/31/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse, as First Lien Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	75913801	BUSINESS OF FASHION
Serial Number:	77042233	BUSINESS OF FASHION
Serial Number:	76391627	FASHION LIVES HERE
Serial Number:	78513145	HIGH 5
Serial Number:	75904684	MAGIC
Serial Number:	78537630	MAGIC KIDS
Serial Number:	76411516	MAGIC MARKETPLACE
Serial Number:	76326158	MAGICONLINE
Serial Number:	76215387	MI MAGIC INTERNATIONAL THE BUSINESS OF FASHION
Serial Number:	77041147	SOURCING AT MAGIC
Serial Number:	78475454	SOURCING ZONE

CORRESPONDENCE DATA

Fax Number: (714)755-8290

900100808

**TRADEMARK
 REEL: 003732 FRAME: 0614**

OP \$290.00 75913801

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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/
Date:	03/05/2008

Total Attachments: 17

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 31, 2007, is made between Holdings (as defined in the Credit Agreement), the Borrower (as defined in the Credit Agreement), and each Subsidiary of Borrower (each, a “Grantor”, and collectively, the “Grantors”), and Credit Suisse, as Administrative Agent (together with any successor(s) thereto in such capacity, the “Administrative Agent”) and as Collateral Agent (together with any successor(s) thereto in such capacity, the “Collateral Agent”) for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a First Lien Credit Agreement, dated as of May 31, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the various financial institutions and other Persons from time to time parties thereto (collectively, the “Lenders”), Credit Suisse Securities (USA) LLC and Barclays Bank PLC, as Joint Lead Arrangers, TD Securities (USA) LLC and The Governor and Company of the Bank of Ireland as Syndication Agents, and Credit Suisse, as Administrative Agent and as Collateral Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the Pledge and Security Agreement, dated as of May 31, 2007 (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, each Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Obligations;

WHEREAS, each 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, each 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, each Grantor hereby pledges, hypothecates, charges, and mortgages to the Collateral Agent, for its benefit and the ratable benefit of each Secured Party, and grants to the Collateral Agent a security interest in, for its benefit and the ratable 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 trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, domain names, 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 and foreign jurisdictions, 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 (other than “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, to the extent that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States 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 “Trademarks”);
- (b) all Trademark licenses and other agreements providing for the grant by or to such Grantor of any right under 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 any Trademark;
- (d) the right to sue or otherwise recover for past, present and future infringements and dilutions of any Trademark or Trademark license or for any injury to the goodwill associated with the use of any such Trademark or for any breach or enforcement of any Trademark license; and
- (e) all other rights corresponding thereto, and all proceeds of the foregoing now and hereafter due and/or payable with respect thereto, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each 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 Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each 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 5. 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 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts (including by telecopy, facsimile or other electronic transmission), each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement shall be deemed to be a contract made under and governed by the internal laws of the state of New York.


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IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Security Agreement to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first above written.

VSS-AHC CONSOLIDATED HOLDINGS CORP.

By: 
Name:
Title:

VSS-AHC ACQUISITION CORP.

By: 
Name:
Title:

ADVANSTAR HOLDINGS CORP.

By: _____
Name:
Title:

ADVANSTAR, INC.

By: _____
Name:
Title:

ADVANSTAR COMMUNICATIONS INC.

By: _____
Name:
Title:

[First Lien Trademark Security Agreement]

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH,
as Administrative Agent

By: 
Name: JUDITH E. SMITH
Title: DIRECTOR


By: 
Name: KARIM BLASETTI
Title: VICE PRESIDENT

Item A. U.S. Trademarks:

ADVANSTAR COMMUNICATIONS, INC.

Advanstar Communications, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
	76388666 March 29, 2002	2757705 August 26, 2003
	76586421 March 30, 2004	2951167 May 17, 2005
	76050452 May 17, 2000	2879819 August 31, 2004
ABRN AUTOMOTIVE BODY REPAIR NEWS	75903399 January 24, 2000	2461302 June 19, 2001
ADVANSTAR	74482076 January 24, 1994	1874159 January 17, 1995
	74316417 September 23, 1992	1770400 May 11, 1993
ADVANSTAR COMMUNICATIONS	74316412 September 23, 1992	1770399 May 11, 1993
AFTERMARKET BUSINESS	74283407 June 10, 1992	1758303 March 16, 1993
AMERICAN BIG TWIN DEALER	75531644 August 5, 1998	2263202 July 20, 1999
APPLIED CLINICAL TRIALS	78281277 July 31, 2003	2851053 June 8, 2004
APPLIED CLINICAL TRIALS	74272431 May 4, 1992	1786314 August 3, 1993
AUDIO DETAIL	78722930 September 29, 2005	3262875 July 10, 2007
AUTOMOTIVE BODY REPAIR NEWS	74414496 July 19, 1993	1877565 February 7, 1995
AUTOMOTIVE MARKETING	72285721 November 28, 1967	0860751 November 19, 1968
B F I A BODY FASHIONS INTIMATE APPAREL	73786592 March 14, 1989	1584615 February 27, 1990
BIG TWIN DEALER	78926901 July 11, 2006	3225198 April 3, 2007

Schedule I
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Advanstar Communications, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
BIOPHARM	78406529 April 22, 2004	2959787 June 7, 2005
BIOPHARM	75213929 December 16, 1996	2161099 May 26, 1998
BIOPHARM INTERNATIONAL	76432695 July 22, 2002	2796923 December 23, 2003
BUSINESS AND HEALTH	73633067 November 28, 1986	1504407 September 13, 1988
CAD/CAM CONGRESS	77010784 September 29, 2006	3292403 September 11, 2007
CENTRAL VETERINARY CONFERENCE	78430123 June 4, 2004	3010959 November 1, 2005
CLINICAL EDGE	78515076 November 11, 2004	3035606 December 27, 2005
COMPASS	75675649 April 5, 1999	2319529 February 15, 2000
CONTEMPORARY KIDS	76474349 December 11, 2002	2868505 August 3, 2004
CONTEMPORARY OB/GYN	72447773 February 5, 1973	1009340 April 22, 1975
CONTEMPORARY PEDIATRICS	73541478 June 5, 1985	1379141 January 21, 1986
CONTEMPORARY UROLOGY	73749078 August 29, 1988	1568283 November 28, 1989
CONTEMPORARY WOMAN	76196928 January 19, 2001	2636862 October 15, 2002
COSMETIC SURGERY TIMES	75163587 September 10, 1996	2127857 January 6, 1998
	76438684 August 8, 2002	2827054 March 30, 2004
CVC	76438683 August 8, 2002	2905537 November 30, 2004
CVC	76436003 July 31, 2002	2740004 July 22, 2003
DEALER EXPO	78521187 November 22, 2004	3076072 April 4, 2006

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Advanstar Communications, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
DEALERNEWS	73658530 April 23, 1987	1606352 July 17, 1990
	78409420 April 28, 2004	2966909 July 12, 2005
DENTAL GROUP NEWS	73622926 September 29, 1986	1445115 June 30, 1987
DENTAL LAB PRODUCTS	73499585 September 17, 1984	1346115 July 2, 1985
DENTAL PRACTICE REPORT	76475223 December 13, 2002	2841929 May 11, 2004
DENTAL PRODUCTS REPORT	72457004 May 10, 1973	0987917 July 9, 1974
DERMATOLOGY TIMES	73646350 February 24, 1987	1456511 September 8, 1987
DIGITAL RADIOGRAPHY CONGRESS	78708823 September 8, 2005	3125208 August 1, 2006
DIRT SPORTS	77188615 May 23, 2007	
DIRTSPO RTS	78426709 May 28, 2004	2946989 May 3, 2005
	77189178 May 24, 2007	
DIRTSPO RTS THE VOICE OF OFF-ROAD MOTORSPORTS	78429995 June 4, 2004	
	78898749 June 2, 2006	3224977 April 3, 2007
DPRACTIVE SEARCH	78897080 May 31, 2006	3224966 April 3, 2007
DPRWORLD	77078839 January 9, 2007	
DRUG TOPICS	73318108 July 8, 1981	1198723 June 22, 1982
DRUG TOPICS	77160442 April 19, 2007	
DVM	77034304 November 1, 2006	3257623 July 3, 2007

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Advanstar Communications, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
DVM BEST PRACTICES	76313382 September 17, 2001	2840854 May 11, 2004
DVM THE NEWSMAGAZINE OF VETERINARY MEDICINE	73786589 March 14, 1989	1580044 January 30, 1990
EXPOCON	73631173 November 19, 1986	1451251 August 4, 1987
FEMME	76152386 October 19, 2000	2603839 August 6, 2002
FIRSTLINE	78524602 November 30, 2004	3197433 January 9, 2007
FIRSTLINE LIVE	75795839 September 8, 1999	2496965 October 9, 2001
FORMULARY	75245364 February 21, 1997	2127917 January 6, 1998
GERIATRICS	72238643 February 11, 1966	0831462 July 4, 1967
HEALTHCARE TRAVELER	77176858 May 9, 2007	
HOSPITAL PHARMACIST REPORT	73837099 November 8, 1989	1612482 September 4, 1990
HT	76448652 September 11, 2002	2719342 May 27, 2003
INDUSTRY 212	76432696 July 22, 2002	2807309 January 20, 2004
INFECTION CONTROL REPORT	73611463 July 25, 1986	1466791 November 24, 1987
INSTITUTE OF VALIDATION TECHNOLOGY	78639203 May 27, 2005	3087736 May 2, 2006
INSTITUTE OF VALIDATION TECHNOLOGY	75496199 June 4, 1998	2240014 April 13, 1999
INTERNATIONAL FASHION FABRIC EXHIBITION	74428462 August 25, 1993	1888093 April 4, 1995
INTERNATIONAL KIDS FASHION SHOW	74239090 January 17, 1992	1724158 October 13, 1992
INTERNATIONAL MOTORCYCLE SHOWS	74036027 March 8, 1990	1646225 May 28, 1991
JOBSNIFF	77184313 May 18, 2007	
JOURNAL OF GXP COMPLIANCE	76491612 February 19, 2003	2846995 May 25, 2004
JOURNAL OF GXP COMPLIANCE	78896534 May 31, 2006	3224963 April 3, 2007

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Advanstar Communications, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
JOURNAL OF VALIDATION TECHNOLOGY	75039779 January 3, 1996	2046800 March 18, 1997
JOURNAL OF VALIDATION TECHNOLOGY	77059771 December 8, 2006	3259907 July 10, 2007
LC GC	75800732 September 15, 1999	2445230 April 17, 2001
LEAVE THE GRIND BEHIND	78470045 August 19, 2004	3089519 May 9, 2006
LICENSE	75404120 December 11, 1997	2402398 November 7, 2000
LICENSE	77033498 October 31, 2006	3257621 July 3, 2007
LICENSING 2004 INTERNATIONAL	78407132 April 23, 2004	2985276 August 16, 2005
LOCUM LIFE	78622248 May 4, 2005	
MANAGED HEALTHCARE EXECUTIVE	76150761 October 20, 2000	2629128 October 1, 2002
Medical Economics	71188271 November 13, 1923	0183595 May 6, 1924
MEDICAL ECONOMICS	73367577 June 1, 1982	1242071 June 14, 1983
MEDICAL ECONOMICS	77165369 April 25, 2007	
MEDICAL LABORATORY OBSERVER	72336135 August 25, 1969	0894635 July 14, 1970
MODERN HEALTH FOR MEN	78732381 October 13, 2005	3203101 January 23, 2007
MODERN HYGIENIST	78722919 September 29, 2005	3125220 August 1, 2006
MODERN MEDICINE	71589669 December 20, 1949	0537137 January 30, 1951
MODERN MEDICINE	77080771 January 11, 2007	
MOTOR AGE	72196949 July 2, 1964	0791433 June 22, 1965
Motor Service	71153499 September 29, 1921	0157464 August 8, 1922
OFF ROAD EXPO	78042419 January 9, 2001	2654447 November 26, 2002


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Advanstar Communications, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
OFF-ROAD IMPACT	78441448 June 25, 2004	3034727 December 27, 2005
OFF-ROAD NATION	78966228 September 1, 2006	3225198 April 3, 2007
OFF-ROAD NATION RADIO	77003160 September 20, 2006	
OFF-ROAD NATION TV	77003156 September 20, 2006	
OFF-ROAD.COM	78799083 January 25, 2006	3180814 December 5, 2006
OPHTHALMOLOGY TIMES	73646209 February 24, 1987	1461867 October 20, 1987
PATIENT CARE	73669327 June 29, 1987	1474973 February 2, 1988
PHARMACEUTICAL EXECUTIVE	75213527 December 16, 1996	2147366 March 31, 1998
PHARMACEUTICAL REPRESENTATIVE	74520264 May 5, 1994	1939293 December 5, 1995
PHARMACEUTICAL TECHNOLOGY	73774714 January 17, 1989	1603664 June 26, 1990
PHARMACIST LIFE	78894049 May 26, 2006	
PHARMAGENOMICS DRUG DISCOVERY IN THE POST GENOMIC ERA	76362087 January 22, 2002	2684949 February 4, 2003
POCKET SURVIVAL GUIDE	74183626 July 10, 1991	1697610 June 30, 1992
POOL	76582891 March 23, 2004	2937548 April 5, 2005
	76586420 March 30, 2004	2941449 April 19, 2005
PROAB	78522644 November 24, 2004	3188032 December 19, 2006
PROJECT	78227415 March 19, 2003	2960891 June 7, 2005
	78282708 August 4, 2003	2889181 September 28, 2004
PUBLISHER FOR A DAY	75222078 January 7, 1997	2127229 January 6, 1998
REVIEWING STAND	75744973 July 6, 1999	2441985 April 10, 2001

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Advanstar Communications, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
RN	72054777 July 3, 1958	0676731 April 7, 1959
RN CAREER SEARCH ----	75748206 July 12, 1999	2495156 October 2, 2001
RN CAREERSEARCH	77079529 January 10, 2007	3311158 October 16, 2007
S(ECO)ND	77145058 March 30, 2007	
SMARTER BUSINESS. BETTER PATIENT CARE.	76465979 November 12, 2002	2848851 June 1, 2004
SPECTROSCOPY	75746038 July 8, 1999	2343638 April 18, 2000
SPECTROSCOPY	73642146 January 30, 1987	1462419 October 20, 1987
STUDENT ADVISOR	76425731 June 28, 2002	2711239 April 29, 2003
STYLING & PERFORMANCE	77145068 March 30, 2007	
TECHNIQUES IN TODAY'S PRACTICE	76198634 January 23, 2001	2740714 July 22, 2003
THE CONNECTED PHYSICIAN	76122890 September 6, 2000	2613318 August 27, 2002
THE FACTORY	75566692 October 7, 1998	2287974 October 19, 1999
THE STATE OF HEALTH CARE IN AMERICA	75942404 March 13, 2000	2494086 October 2, 2001
THE VOICE OF OFF-ROAD MOTORSPORTS	77001301 September 18, 2006	3257559 July 30, 2007
THE VOICE OF THE COLLISION REPAIR INDUSTRY	74511292 April 11, 1994	1930828 October 31, 1995
TRENDS IN DENTISTRY	73702737 December 24, 1987	1533011 April 4, 1989
TRENDS IN DENTISTRY	73585957 March 3, 1986	1399973 July 1, 1986
TWO SIDES OF YOUR PRACTICE	76404588 May 6, 2002	2828369 March 30, 2004
2 WHEEL TUNER	78382207 March 11, 2004	3105327 June 13, 2006
UROLOGY CONGRESS	78878924 May 8, 2006	3266862 July 17, 2007
UROLOGY TIMES	73646213 February 24, 1987	1462774 October 27, 1987

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Advanstar Communications, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
	75039643 January 3, 1996	2092596 September 2, 1997
VETERINARY ECONOMICS	76500288 March 25, 2003	2852171 June 8, 2004
VETERINARY ECONOMICS	74288981 June 26, 1992	1810700 December 14, 1993
VETERINARY ECONOMICS HD HOSPITAL DESIGN CONFERENCE	76500287 March 25, 2003	2816655 February 24, 2004
VETERINARY ECONOMICS PROGRESS IN PRACTICE SEMINARS	76500289 March 25, 2003	2816656 February 24, 2004
VETERINARY ECONOMICS VETERINARY VOYAGES	76500293 March 25, 2003	2816657 February 24, 2004
VETERINARY HEALTHCARE COMMUNICATIONS	76175565 December 5, 2000	2503318 October 30, 2001
VETERINARY HEALTHCARE COMMUNICATIONS	76175560 December 5, 2000	2584036 June 18, 2002
VETERINARY MEDICINE	74288982 June 26, 1992	1810701 December 14, 1993
VETGUIDE	76500290 March 25, 2003	2859078 June 29, 2004
VETGUIDE.COM	76500283 March 25, 2003	2885380 September 14, 2004
VPB	73190865 October 26, 1978	1137377 July 1, 1980
WESTERN PLASTICS EXPOSITION	73795340 April 24, 1989	1576739 January 9, 1990
WHAT ARE YOU RIDING?	78522443 November 24, 2004	3041433 January 10, 2006
WHERE THE OFF-ROAD NATION CONDUCTS BUSINESS	78974387 September 14, 2006	3258816 July 3, 2007
WPE	73795341 April 24, 1989	1576740 January 9, 1990
YOUR DVM CAREER	76313381 September 17, 2001	2664817 December 17, 2002

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CME2, INC.

CME2, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
CME2	78562617 February 8, 2005	3262321 July 10, 2007
	78660728 June 29, 2005	3308716 October 9, 2007

MEN'S APPAREL GUILD IN CALIFORNIA, INC.

Men's Apparel Guild in California, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
BUSINESS OF FASHION	75913801 February 9, 2000	2499225 October 16, 2001
BUSINESS OF FASHION	77042233 November 13, 2006	
FASHION LIVES HERE	76391627 April 4, 2002	2766330 September 23, 2003
	78513145 November 8, 2004	3045598 January 17, 2006
MAGIC	75904684 January 26, 2000	2417603 January 2, 2001
MAGIC KIDS	78537630 December 23, 2004	3079037 April 11, 2006
MAGIC MARKETPLACE	76411516 May 14, 2002	2771040 October 7, 2003
MAGICONLINE	76326158 October 16, 2001	2651727 November 19, 2002
	76215387 February 26, 2001	2609172 August 20, 2002
SOURCING AT MAGIC	77041147 November 10, 2006	3296418 September 25, 2007
SOURCING ZONE	78475454 August 30, 2004	3004418 October 4, 2005

Item B. Trademark Licenses:

MEN'S APPAREL GUILD IN CALIFORNIA, INC.

Trademark	Licensor	Licensee	Effective Date. Expiration Date
ISAM	International Swimwear and Activewear Market	Men's Apparel Guild in California Inc.	5/9/2005 9/31/2009