

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																											
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement Supplement																											
<b>CONVEYING PARTY DATA</b>																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Advanstar Communications Inc.</td> <td></td> <td>08/19/2009</td> <td>CORPORATION: NEW YORK</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Advanstar Communications Inc.		08/19/2009	CORPORATION: NEW YORK																				
Name	Formerly	Execution Date	Entity Type																									
Advanstar Communications Inc.		08/19/2009	CORPORATION: NEW YORK																									
<b>RECEIVING PARTY DATA</b>																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>The Bank of New York Mellon, as Administrative Agent and Collateral Agent</td> </tr> <tr> <td><b>Street Address:</b></td> <td>600 East Las Colinas Blvd.</td> </tr> <tr> <td><b>Internal Address:</b></td> <td>Suite 1300</td> </tr> <tr> <td><b>City:</b></td> <td>Irving</td> </tr> <tr> <td><b>State/Country:</b></td> <td>TEXAS</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>75039</td> </tr> <tr> <td><b>Entity Type:</b></td> <td>Association: UNITED STATES</td> </tr> </table>	<b>Name:</b>	The Bank of New York Mellon, as Administrative Agent and Collateral Agent	<b>Street Address:</b>	600 East Las Colinas Blvd.	<b>Internal Address:</b>	Suite 1300	<b>City:</b>	Irving	<b>State/Country:</b>	TEXAS	<b>Postal Code:</b>	75039	<b>Entity Type:</b>	Association: UNITED STATES														
<b>Name:</b>	The Bank of New York Mellon, as Administrative Agent and Collateral Agent																											
<b>Street Address:</b>	600 East Las Colinas Blvd.																											
<b>Internal Address:</b>	Suite 1300																											
<b>City:</b>	Irving																											
<b>State/Country:</b>	TEXAS																											
<b>Postal Code:</b>	75039																											
<b>Entity Type:</b>	Association: UNITED STATES																											
<b>PROPERTY NUMBERS Total: 8</b>																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3517635</td> <td>CAREERSNIFF</td> </tr> <tr> <td>Registration Number:</td> <td>3488316</td> <td>CHANGEGEARS</td> </tr> <tr> <td>Registration Number:</td> <td>3615813</td> <td>CHANGEGEARS</td> </tr> <tr> <td>Registration Number:</td> <td>3581523</td> <td>CLICKVISION</td> </tr> <tr> <td>Registration Number:</td> <td>3588458</td> <td>CLINIGAP</td> </tr> <tr> <td>Registration Number:</td> <td>3446368</td> <td>DPRWORLD</td> </tr> <tr> <td>Registration Number:</td> <td>3488551</td> <td>HOT AUTO PRODUCTS</td> </tr> <tr> <td>Registration Number:</td> <td>3542765</td> <td>IN THE KNOW</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3517635	CAREERSNIFF	Registration Number:	3488316	CHANGEGEARS	Registration Number:	3615813	CHANGEGEARS	Registration Number:	3581523	CLICKVISION	Registration Number:	3588458	CLINIGAP	Registration Number:	3446368	DPRWORLD	Registration Number:	3488551	HOT AUTO PRODUCTS	Registration Number:	3542765	IN THE KNOW	
Property Type	Number	Word Mark																										
Registration Number:	3517635	CAREERSNIFF																										
Registration Number:	3488316	CHANGEGEARS																										
Registration Number:	3615813	CHANGEGEARS																										
Registration Number:	3581523	CLICKVISION																										
Registration Number:	3588458	CLINIGAP																										
Registration Number:	3446368	DPRWORLD																										
Registration Number:	3488551	HOT AUTO PRODUCTS																										
Registration Number:	3542765	IN THE KNOW																										
<b>CORRESPONDENCE DATA</b>																												
Fax Number:	(202)408-3141																											
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																												
Phone:	800-927-9801 x2348																											
Email:	jpaterso@cscinfo.com																											
Correspondent Name:	Corporation Service Company																											

**900143546**

**TRADEMARK**  
**REEL: 004064 FRAME: 0207**

**CH \$215.00 3517635**

Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 2:	Attn: Jean Paterson
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	129611
-------------------------	--------

NAME OF SUBMITTER:	Jean Paterson
--------------------	---------------

Signature:	/Jean Paterson/
------------	-----------------

Date:	09/18/2009
-------	------------

**Total Attachments: 6**

source=9-18-09 Advanstar Communications-TM#page1.tif  
source=9-18-09 Advanstar Communications-TM#page2.tif  
source=9-18-09 Advanstar Communications-TM#page3.tif  
source=9-18-09 Advanstar Communications-TM#page4.tif  
source=9-18-09 Advanstar Communications-TM#page5.tif  
source=9-18-09 Advanstar Communications-TM#page6.tif

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ADVANSTAR COMMUNICATIONS INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: New York  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) August 19, 2009

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Second Lien Trademark Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: THE BANK OF NEW YORK MELLON, as Administrative Internal Agent and Collateral Agent  
Address: \_\_\_\_\_

Street Address: 600 East Las Colinas Blvd., Suite 1300

City: Irving

State: Texas

Country: USA Zip: 75039

- ☒ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3517635; 3488316; 3615813; 3581523; 3588458; 3446368;

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Janelle Telesford, Legal Assistant

Internal Address: Emmet Marvin & Martin, LLP

Street Address: 120 Broadway

City: New York

State: NY Zip: 10271

Phone Number: 212-238-3244

Fax Number: 212-238-3100

Email Address: jtelesford@emmetmarvin.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Janelle Telesford  
Signature  
Janelle Telesford  
Name of Person Signing

9-17-09  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## **SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT SUPPLEMENT (this "Second Lien Trademark Security Agreement Supplement"), dated as of August 19, 2009, is made between the Borrower (as defined in the Credit Agreement) (the "Grantor"), and The Bank of New York Mellon, as successor Administrative Agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") and as successor Collateral Agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties;

### **WITNESSETH:**

WHEREAS, pursuant to a Second 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, Credit Suisse, as Administrative Agent and Collateral Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the 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, the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement Supplement 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, the Grantor has duly authorized the execution, delivery and performance of this Second Lien Trademark Security Agreement Supplement; 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 Second Lien Trademark Security Agreement Supplement, 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 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 Trademarks licenses and other agreements providing for the grant by or to the Grantor of any right under any Trademark;
- (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 Second Lien Trademark Security Agreement Supplement 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 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. 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 (including, but not limited to, Section 7.14 thereof), the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. Without limiting the foregoing, the security interest granted hereby is expressly made subject to the Intercreditor Agreement.

SECTION 5. Loan Document, etc. This Second Lien Trademark Security Agreement Supplement 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 Second Lien Trademark Security Agreement Supplement 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 Second Lien Trademark Security Agreement Supplement shall be deemed to be a contract made under and governed by the internal laws of the state of New York.

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK.]

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

ADVANSTAR COMMUNICATIONS INC.

By: Ward D. Hewins  
Name: WARD D. HEWINS  
Title: VICE PRESIDENT

THE BANK OF NEW YORK MELLON,  
as Administrative Agent and Collateral Agent

By: Melinda Valentine  
Name:  
Title: **Melinda Valentine**  
**Vice President**

**Schedule I**

**Trademarks**

Advanstar Communications, Inc. Trademark	Application No. Filing Date	Registration No. Registration Date
CAREERSNIFF	77243326 July 31, 2007	3517635 October 14, 2008
CHANGEGEARS	77376330 January 21, 2008	3488316 August 19, 2008
CHANGEGEARS	77582832 October 1, 2008	3615813 May 5, 2009
CLICKVISION	77402261 February 21, 2008	3581523 February 24, 2009
CLINIGAP	77338536 November 28, 2007	3588458 March 10, 2009
DPRWORLD	77272233 September 5, 2007	3446368 June 10, 2008
HOT AUTO PRODUCTS	77414837 March 6, 2008	3488551 August 19, 2008
IN THE KNOW	77329220 November 14, 2007	3542765 December 9, 2008