

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
Morgan Stanley & Co. Incorporated		05/05/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CMP Media LLC		
Street Address:	600 Community Drive		
Internal Address:	4th Floor		
City:	Manhasset		
State/Country:	NEW YORK		
Postal Code:	11030		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1703662	INTEROP	
CORRESPONDENCE DATA			
Fax Number:	(212)768-6800		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-768-5367		
Email:	trademarks@sonnenschein.com		
Correspondent Name:	Monica B. Richman		
Address Line 1:	c/oSonnenschein Nath & Rosenthal LLP		
Address Line 2:	P.O. Box #061080, Wacker Drive Station		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	20001431-1885		
NAME OF SUBMITTER:	Monica B. Richman- Attorney of record		
Signature:	/monica b. richman/		

900161263

TRADEMARK
REEL: 004198 FRAME: 0519

OP \$40.00 1703662

Date:

05/04/2010

Total Attachments: 25

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Memorandum

TO• United States Patent and Trademark Office, Assignment Division
FROM• Sonnenschein Nath & Rosenthal LLP
DATE• May 4, 2010
RE• INTEROP Trademark, Reg. No. 1703662

We have reviewed the *Trademark Assignment Abstract of Title* regarding the trademark "INTEROP", Serial No. 74/213476, Filing Date October 10, 1991, Registration No. 1703662, Registration Date July 28, 1992 (the "Mark"). In that abstract, Assignment 10 references a security agreement to the Mark conveyed by Key3Media Events, Inc. ("Events") to Morgan Stanley & Co. Incorporated recorded on August 8, 2000. Similarly, Assignment 11 references a security agreement to the Mark conveyed by Events and Key3Media Group, Inc. ("KGI") to Morgan Stanley & Co. Incorporated recorded on September 28, 2001. See attached Exhibit 1.

In light of the intervening chapter 11 bankruptcy proceedings of assignors KGI and Events, and in the absence of any additional information to the contrary, the security interests of Morgan Stanley & Co. Incorporated to the Mark referenced in Assignment 10 and Assignment 11 in the abstract have been discharged as a matter of law. This conclusion is based upon the following facts and rationale.

On February 3, 2003 - after the security interests above were recorded - both KGI and its wholly-owned subsidiary, Events, filed for relief from creditors pursuant to chapter 11 of title 11, United States Code (the "Bankruptcy Code"), In re Key3Media Group, Inc., et al., Case No. 03-10321 (JWV) (Jointly Administered), United States Bankruptcy Court, District of Delaware. On the date of filing, a bankruptcy estate was created comprised of the debtors assets. 11 U.S.C. § 541. As reflected in Attachment B-21 to Schedule B - Personal Property of the schedules of assets and liabilities of Events filed in that bankruptcy case, the Mark was described as being owned by Events in trademark registrations filed in Australia, Canada and the United States. See attached Exhibit 2.

Pursuant to the *First Amended Joint Plan of Reorganization for Key3Media Group, Inc., et al.*, dated May 5, 2003 (the "Plan") as confirmed by the *Findings of Fact, Conclusions of Law and Order Confirming First Amended Joint Plan of Reorganization for Key3Media Group, Inc., et al.*, entered on June 6, 2003 (the "Confirmation Order"), the assets of KGI and Events were transferred free and clear of liens, claims or encumbrances, to the Reorganized KGI as of the Plan's Effective Date. Plan, § 6.1. Those assets included trademarks. All pre-chapter 11 filing claims or other interests with respect to the trademarks were discharged under the Plan. Plan §11.7(c). The trademarks then comprised part of the collateral pool for a series of secured notes issued by the Reorganized KGI. *Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code With Respect to the Debtors' First Amended Joint Plan of Reorganization*, III. Overview of the Plan, Summary of Estimated Distributions Under the Plan for Class 2, page 8

and at Exhibit A to the Plan. See attached Exhibit 3. The Confirmation Order contains similar provisions. See Confirmation Order at paras. 3, 26-27 and 32. See attached Exhibit 4.

The security interests in the Mark were conveyed by KGI and Events to Morgan Stanley & Co. Incorporated prior to the bankruptcy case. At confirmation of the Plan, the Mark vested in Reorganized KGI free and clear of all liens, claims or encumbrances, including those of Morgan Stanley & Co. Incorporated. Therefore, those security interests should have no effect because of the intervening bankruptcy case and the abstract modified accordingly.

EXHIBIT 1



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Abstract of Title

Total Assignments: 18

Serial #: [74213476](#)

Filing Dt: 10/10/1991

Reg #: [1703662](#)

Reg. Dt: 07/28/1992

Registrant: Advanced Computing Environments

Mark: INTEROP

Assignment: 1

Reel/Frame: [1270/0283](#)

Received:

Recorded: 12/09/1994

Pages: 8

Conveyance: MERGER EFFECTIVE 10/13/94 (SEE RECORD FOR DETAILS).

Assignor: [ZIFF-DAVIS EXPOSITION AND CONFERENCE COMPANY, L.L.C.](#)

Exec Dt: 11/13/1994

Entity Type: LIMITED LIABILITY COMPANY

Citizenship: DELAWARE

Assignee: [ZIFF-DAVIS EXPOSITION AND CONFERENCE COMPANY, L.P.](#)

ONE PARK AVENUE

NEW YORK, NEW YORK 10016

Entity Type: LIMITED PARTNERSHIP

Citizenship: DELAWARE

Correspondent: ELAINE D. ZIFF, ESQ.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM

919 THIRD AVENUE

NEW YORK, NEW YORK 10022

Assignment: 2

Reel/Frame: [1270/0019](#)

Received:

Recorded: 12/09/1994

Pages: 6

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

Assignor: [ADVANCED COMPUTING ENVIRONMENTS](#)

DBA/AKA/TA: DBA INTEROP, INC.

Exec Dt: 12/06/1994

Entity Type: CORPORATION

Citizenship: CALIFORNIA

Assignee: [ZIFF-DAVIS EXPOSITION AND CONFERENCE COMPANY, L.L.C.](#)

ONE PARK AVENUE NEW YORK, NY 10016

Entity Type: A DELAWARE LIMITED LIABILITY COMPANY

Citizenship: NONE

Correspondent: ELAINE D. ZIFF

SKADDEN, ARPS, SLATE ET AL.

919 THIRD AVENUE

NEW YORK, NY 10022

Assignment: 3

Reel/Frame: [1270/0291](#)

Received:

Recorded: 12/09/1994

Pages: 6

Conveyance: CHANGE OF NAME EFFECTIVE 10/21/94 (SEE RECORD FOR DETAILS).

Assignor: [ZIFF-DAVIS EXPOSITION AND CONFERENCE COMPANY, L.P.](#)

Exec Dt: 12/06/1994

Entity Type: LIMITED PARTNERSHIP

Citizenship: DELAWARE

Assignee: [TAZ HOLDINGS, L.P.](#)

ONE PARK AVENUE

NEW YORK, NEW YORK 10016

Entity Type: LIMITED PARTNERSHIP

Citizenship: DELAWARE

Correspondent: ELAINE D. ZIFF, ESQ.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM

919 THIRD AVENUE

NEW YORK, NEW YORK 10022

Assignment: 4

Reel/Frame: [1270/0297](#)

Received:

Recorded: 12/09/1994

Pages: 8

TRADEMARK

Conveyance: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

Assignor: TAZ HOLDINGS, L.P.

Exec Dt: 12/07/1994

Entity Type: LIMITED PARTNERSHIP

Citizenship: DELAWARE

Assignee: INTEROP EXPOSITIONS COMPANY, L.P.

303 VINTAGE PARK DRIVE, SUITE 201
FOSTER CITY, CALIFORNIA 94404

Entity Type: LIMITED PARTNERSHIP

Citizenship: DELAWARE

Correspondent: ELAINE D. ZIFF, ESQ.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM
919 THIRD AVENUE
NEW YORK, NY 10022

Assignment: 5

Reel/Frame: 1419/0045

Received: 01/11/1996

Recorded: 07/31/1995

Pages: 5

Conveyance: CHANGE OF NAME

Assignor: INTEROP EXPOSITIONS COMPANY, L.P.

Exec Dt: 12/09/1994

Entity Type: LIMITED PARTNERSHIP

Citizenship: DELAWARE

Assignee: SOFTBANK EXPOSITION AND CONFERENCE CO., L.P.

303 VINTAGE PARK DRIVE
FOSTER CITY, CALIFORNIA 94404

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondent: RITCHEY FISHER WHITMAN & KLEIN

TERENCE M. KELLY
1717 EMBARCADERO ROAD
PALO ALTO, CA 94303

Assignment: 6

Reel/Frame: 1761/0544

Received: 07/31/1998

Recorded: 07/24/1998

Pages: 4

Conveyance: CHANGE OF NAME

Assignor: SOFTBANK EXPOSITION AND CONFERENCE CO., L.P.

Exec Dt: 04/21/1997

Entity Type: LIMITED PARTNERSHIP

Citizenship: NONE

Assignee: SOFTBANK FORUMS L.P.

303 VINTAGE PARK DRIVE
FOSTER CITY, CALIFORNIA 94404-1138

Entity Type: LIMITED PARTNERSHIP

Citizenship: DELAWARE

Correspondent: GRAY CARY WARE & FREIDENRICH LLP

ALLYN TAYLOR, ESQ.
300 HAMILTON AVENUE
PALO ALTO, CALIFORNIA 94301

Assignment: 7

Reel/Frame: 1761/0530

Received: 07/31/1998

Recorded: 07/27/1998

Pages: 4

Conveyance: ASSIGNMENT AND CANCELLATION OF L.P. BY GENERAL PARTNER

Assignor: SOFTBANK FORUMS L.P.

Exec Dt: 06/04/1998

Entity Type: LIMITED PARTNERSHIP

Citizenship: NONE

Assignee: ZD COMDEX AND FORUMS INC.

303 VINTAGE PARK DRIVE
FOSTER CITY, CALIFORNIA 94404-1138

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondent: GRAY CARY WARE & FREIDENRICH LLP

ALLYN TAYLOR, ESQ.
300 HAMILTON AVENUE
PALO ALTO, CA 94301

Assignment: 8

Reel/Frame: 1761/0548

Received: 07/31/1998

Recorded: 07/27/1998

Pages: 3

Conveyance: CHANGE OF NAME

TRADEMARK

Assignor: ZD COMDEX AND FORUMS INC.

Exec Dt: 06/22/1998

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: ZD EVENTS INC.

303 VINTAGE PARK DRIVE
FOSTER CITY, CALIFORNIA 94401-1138

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondent: GRAY CARY WARE & FREIDENRICH LLP
ALLYN TAYLOR, ESQ.
300 HAMILTON AVENUE
PALO ALTO, CA 94301

Assignment: 9

Reel/Frame: 2152/0669

Received: 10/11/2000

Recorded: 08/15/2000

Pages: 4

Conveyance: CHANGE OF NAME

Assignor: ZD EVENTS INC.

Exec Dt: 05/04/2000

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: KEY3MEDIA EVENTS, INC.

SUITE 325
5700 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90036

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondent: PATTISHALL, MCAULIFFE, NEWBURY, HILLIARD
& GERALDSON
COLETTE A. DURST-BARKEY
320 WATERGATE SIX HUNDRED
WASHINGTON, DC 20037

Assignment: 10

Reel/Frame: 2136/0594

Received: 09/18/2000

Recorded: 08/18/2000

Pages: 8

Conveyance: SECURITY AGREEMENT

Assignor: KEY3MEDIA EVENTS, INC.

Exec Dt: 08/18/2000

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: MORGAN STANLEY & CO. INCORPORATED

1585 BROADWAY
NEW YORK, NEW YORK 10036

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondent: PATTISHALL, MCAULIFFE, NEWBURY, ET. AL.
COLETTE A. DURST-BARKEY
320 WATERGATE SIX HUNDRED
WASHINGTON, D.C. 20037

Assignment: 11

Reel/Frame: 2377/0737

Received: 10/04/2001

Recorded: 09/28/2001

Pages: 9

Conveyance: SECURITY INTEREST

Assignors: KEY3MEDIA GROUP, INC.

Exec Dt: 06/26/2001

Entity Type: CORPORATION

Citizenship: DELAWARE

KEY3MEDIA EVENTS, INC

Exec Dt: 06/26/2001

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: MORGAN STANLEY & CO. INCORPORATED

1585 BROADWAY
NEW YORK, NEW YORK 10036

Entity Type: CORPORATION

Citizenship: DELAWARE

Correspondent: SHEARMAN & STERLING
DANIEL C. GLAZER, ESQ
599 LEXINGTON AVENUE

TRADEMARK

NEW YORK, NEW YORK 10022

Assignment: 12**Reel/Frame:** 2683/0484 **Received:** 03/05/2003**Recorded:** 02/25/2003**Pages:** 16**Conveyance:** SECURITY INTEREST**Assignor:** KEY3MEDIA EVENTS, INC.**Exec Dt:** 01/23/2003**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** WILMINGTON TRUST COMPANY, AS SUCCESSOR ADMINISTRATIVE
AGENT AND SUCCESSOR COLLATERAL AGENT
RODNEY SQUARE NORTH, 1100 NORTH MARKET STREET
WILMINGTON, DELAWARE 19890-0001**Entity Type:** BANKING COMPANY**Citizenship:** DELAWARE**Correspondent:** NIXON PEABODY LLP
KRISTEN M. WALSH, ESQ.
CLINTON SQUARE, P.O. BOX 31051
ROCHESTER, NY 14603-1051**Assignment: 13****Reel/Frame:** 2798/0227 **Received:** 08/11/2003**Recorded:** 08/08/2003**Pages:** 44**Conveyance:** SECURITY INTEREST**Assignor:** KEY3MEDIA EVENTS, INC.**Exec Dt:** 06/18/2003**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** FLEET NATIONAL BANK
100 FEDERAL STREET
MALL CODE MA DE 10006A
BOSTON, MASSACHUSETTS 02110**Entity Type:** U.S. NATIONAL BANKING
ASSOCIATION**Citizenship:** NONE**Correspondent:** MILBANK, TWEED, HADLEY & MCCLOY LLP
JANIS NICI
ONE CHASE MANHATTAN PLAZA, RM. 4525
NEW YORK, NY 10005**Assignment: 14****Reel/Frame:** 2795/0256 **Received:** 08/06/2003**Recorded:** 07/31/2003**Pages:** 4**Conveyance:** CHANGE OF NAME**Assignor:** KEY3MEDIA EVENTS, INC.**Exec Dt:** 06/20/2003**Entity Type:** CORPORATION**Citizenship:** NONE**Assignee:** MEDIALIVE INTERNATIONAL EVENTS, INC.
303 VINTAGE PARK DRIVE
FOSTER CITY, CALIFORNIA 94404**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Correspondent:** PATTISHALL, MCAULIFFE, NEWBURY ET.AL.
ROBERT W. SACOFF, ESQ.
311 SOUTH WACKER DRIVE
SUITE 5000
CHICAGO, IL 60606**Assignment: 15****Reel/Frame:** 2710/0240 **Received:** 09/04/2003**Recorded:** 09/04/2003**Pages:** 3**Conveyance:** CHANGE OF NAME**Assignor:** MEDIALIVE INTERNATIONAL EVENTS, INC.**Exec Dt:** 07/24/2003**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** MEDIALIVE INTERNATIONAL, INC.
795 FOLSOM STREET
SAN FRANCISCO, CALIFORNIA 94103**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Correspondent:** ROBERT W. SACOFF, ESQ.**TRADEMARK**

311 S. WACKER DRIVE, SUITE 5000
CHICAGO, IL 60606

Assignment: 16**Reel/Frame:** 3228/0613**Received:** 01/17/2006**Recorded:** 01/17/2006**Pages:** 19**Conveyance:** RELEASE OF LIENS**Assignor:** BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO FLEET
NATIONAL BANK, AS AGENT**Exec Dt:** 01/10/2006**Entity Type:** BANKING CORPORATION**Citizenship:** NONE**Assignee:** MEDIALIVE INTERNATIONAL HOLDINGS, INC. F/K/A KEY3MEDIA
GROUP, INC.**Entity Type:** CORPORATION**Citizenship:** CALIFORNIA

795 FOLSOM STREET

6TH FLOOR

SAN FRANCISCO, CALIFORNIA 94115

Correspondent: CORPORATION SERVICE COMPANY

80 STATE STREET

6TH FLOOR

ALBANY, NY 12207

Assignment: 17**Reel/Frame:** 3247/0754**Received:** 02/15/2006**Recorded:** 02/15/2006**Pages:** 7**Conveyance:** ASSIGNS THE ENTIRE INTEREST**Assignor:** MEDIALIVE INTERNATIONAL, INC.**Exec Dt:** 01/10/2006**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** CMP MEDIA LLC

600 COMMUNITY DRIVE

MANHASSET, NEW YORK 11030

Correspondent: MATTHEW BART

1155 AVENUE OF THE AMERICAS

NEW YORK, NY 10036

Assignment: 18**Reel/Frame:** 3764/0151**Received:** 04/22/2008**Recorded:** 04/22/2008**Pages:** 15**Conveyance:** CHANGE OF NAME**Assignor:** CMP MEDIA LLC**Exec Dt:** 02/29/2008**Entity Type:** LIMITED LIABILITY COMPANY**Citizenship:** DELAWARE**Assignee:** UNITED BUSINESS MEDIA LLC

600 COMMUNITY DRIVE

4TH FLOOR

MANHASSET, NEW YORK 11030

Correspondent: MELISSA HEDDELL

600 COMMUNITY DRIVE

4TH FLOOR

MANHASSET, NY 11030

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EXHIBIT 2

KEY3MEDIA EVENTS, INC. - Schedule B Line 21

Country	Trademark	Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date	Next Renewal	Class
United States of America	HELP DESK U	Softbank Exposition and Conference Company L.P.	Published	75/167845	09/18/1996				I.C. 9 & 16
United States of America	HELP DESK U	Ziff Communications Company	Abandoned	74/428588	08/25/1993				I.C. 9 & 16
United States of America	HOT SPOTS (AREA OF EVENT FLOOR)	Softbank Exposition and Conference Company L.P.	Common-Law						
United States of America	HOT STAGE	Softbank Exposition and Conference Company L.P.	Abandoned	74/668625	05/01/1995				I.C. 35
United States of America	HOT STAGE	Softbank Exposition and Conference Company L.P.	Abandoned	74/668620	05/01/1995				I.C. 41
United States of America	ILABS	Softbank Exposition and Conference Company L.P.	Common-Law						
United States of America	INTERNET SHOWCASE	Ziff Communications Company	Abandoned	74/480247	01/14/1994				I.C. 35
United States of America	INTEROP	Key3Medio Events, Inc.	Registered	73/766810	12/01/1988	1573908	#####	#####	I.C. 41
United States of America	INTEROP	Key3Medio Events, Inc.	Registered	74/213476	10/10/1991	1703662	#####	#####	I.C. 35
United States of America	INTEROP (CONFETTI DESIGN)	Softbank Exposition and Conference Company L.P.	Cancelled	74/212220	10/09/1991	1710366	#####	#####	I.C. 35
United States of America	INTEROP (CONFETTI DESIGN)	Softbank Exposition and Conference Company L.P.	Cancelled	73/766811	01/12/1988	1572484	#####		I.C. 41
United States of America	INTEROP (GEOMETRIC DESIGN)	Softbank Exposition and Conference Company L.P.	Cancelled	74/211503	10/19/1991	1707162	#####		I.C. 35
United States of America	INTEROP (GEOMETRIC DESIGN)	Advanced Computing Environments	Cancelled	73/767677	12/01/1988	1558989	#####		I.C. 16 & 41
United States of America	INTEROP (GEOMETRIC DESIGN)	Softbank Exposition and Conference Company L.P.	Registered	75/013622	10/11/1995	2096490	#####	#####	I.C. 16

→

EXHIBIT 3

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re)	Chapter 11
)	Case No 03-10323 (JWV)
KEY3MEDIA GROUP, INC , <u>et al</u> , ¹)	
)	(Jointly Administered)
Debtors)	
)	
)	

**DISCLOSURE STATEMENT PURSUANT TO
SECTION 1125 OF THE BANKRUPTCY CODE WITH RESPECT
TO THE DEBTORS' FIRST AMENDED JOINT PLAN OF REORGANIZATION**

KASOWITZ, BENSON, TORRES & FRIEDMAN LLP
David M Friedman
Robert M Novick
1633 Broadway
New York, NY 10019
(212) 506-1700

- and -

RICHARDS, LAYTON & FINGER, P A
John H Knight (No 3848)
Rebecca L Scalio (No 3997)
One Rodney Square
P O Box 551
Wilmington, DE 19899
(302) 651-7701

Co-counsel for the Debtors and Debtors in Possession

Dated. May 5, 2003

¹ The Debtors are Key3Media Group, Inc , Key3Media Events, Inc , Key3Media VON Events, Inc , Key3Media BCR Events, Inc , Key3Media Advertising, Inc and Key3Media BioSec Corp

DESCRIPTION/CLASS	ESTIMATED ALLOWED AMOUNTS	TREATMENT UNDER THE PLAN
<p>Class 2 Prepetition Secured Credit Agreement Claims - Claims of the Prepetition Secured Lenders under the Prepetition Secured Credit Agreement</p>	<p>\$ 81,768,986</p>	<p>On or as promptly as practicable after the Distribution Date, each Holder of an Allowed Class 2 Claim shall receive its Pro Rata share of the New Senior Secured Notes, <u>provided, however:</u></p> <p>(i) In accordance with the Final DIP Order, the Debtors shall pay in Cash, on or as promptly as practicable after the Distribution Date, all pre- and post-petition interest, as well as reasonable fees and expenses of the Prepetition Secured Credit Agreement Lenders to the extent such fees and expenses are authorized to be paid pursuant to the terms of the Final DIP Order, such payments to be made without setoff or deduction on account of the Distributions of the New Senior Secured Notes under the Plan, and the claims arising from such pre- and post-petition interest, fees and expenses shall not be deemed to be Prepetition Secured Credit Agreement Claims for purposes of the Distributions to be made under the Plan;</p> <p>(ii) In lieu of receiving its Pro Rata share of the New Senior Secured Notes on account of the first \$32 million of their aggregate Class 2 Claims, each Weisel Fund has agreed to accept its Pro Rata share of 5,161,290 shares of New Common Stock;</p> <p>(iii) In lieu of receiving its Pro Rata share of the New Senior Secured Notes on account of the next \$12,268,985 99 aggregate Class 2 Claim held by the Weisel Funds, each Weisel Fund has agreed to accept its Pro Rata Share of \$12,268,985 99 aggregate principal amount of the New Unsecured Subordinated Notes; and</p> <p>(iv) To the extent that the Weisel Funds' aggregate Prepetition Secured Credit Agreement Claims exceed \$42,268,985 99, the Weisel Funds shall receive, on a Pro Rata basis, New Senior Secured Notes, up to a maximum aggregate amount of \$11,606,487 77</p> <p>Estimated Recovery: For Weisel Funds -- 99 5% For Non-Weisel Funds -- 100%</p> <p>Class 2 Claims are impaired under the Plan</p>

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re)	Chapter 11
)	Case No. 03-10323 (JWV)
KEY3MEDIA GROUP, INC., <u>et al.</u> , ¹)	
)	(Jointly Administered)
Debtors.)	

**FIRST AMENDED JOINT PLAN OF REORGANIZATION FOR
KEY3MEDIA GROUP, INC., ET AL.**

Proponents Counsel:

Kasowitz, Benson, Torres & Friedman LLP
1633 Broadway
New York, New York 10019
Telephone: (212) 506-1700
Facsimile: (212) 506-1800

Kramer Levin Naftalis & Frankel LLP
919 Third Avenue
New York, New York 10022
Telephone: (212) 715-9100
Facsimile: (212) 715-8000

-and-

-and-

Richards, Layton & Finger, P.A.
One Rodney Square
P.O. Box 551
Wilmington, Delaware 19899
Telephone: (302) 651-7700
Facsimile: (302) 651-7701

Klett Rooney Lieber & Schorling
1000 West Street, Suite 1410
Wilmington, Delaware, 19801
Telephone: (302) 552-4250
Facsimile: (302) 552-4295

Co-Counsel to the Weisel Funds.

Co-Counsel to the Debtors

Dated: May 5, 2003
Wilmington, Delaware

¹ The Debtors are Key3Media Group, Inc , Key3Media Events, Inc , Key3Media VON Events, Inc , Key3Media BCR Events, Inc , Key3Media Advertising, Inc , and Key3Media BioSec Corp



EXHIBIT A

**TERM SHEET FOR \$37.5 MILLION NEW SENIOR NOTES
(THE "SENIOR NOTES")**

Term Sheet for \$37.5 Million New Senior Notes
(the "Senior Notes")

Principal	\$37.5 million; each holder of a Class 2 Claim shall receive a New Note in a face amount equal to the allowed amount of each holder's claim.
Interest	90-day LIBOR + 550 basis points or Prime + 350 basis points payable in cash quarterly, at the election of the Reorganized Debtors.
CapEx	The Company shall be subject to a maximum CapEx limit of \$2 million per fiscal year.
Amortization	<p>The New Notes shall receive, semi-annually, commencing as soon as practicable after the end of the second quarter of 2004 (but in no event later than the 45th day after the end of such quarter), as a prepayment of principal amount of the New Notes, cash equal to 50% of EBITDA less CapEx (limited to \$1 million per six consecutive calendar month period) greater than \$5 million during each six-month measurement period (the "<u>Cash Sweep Payment</u>"). However, such payment shall be limited to ensure that the Company has at least \$12.5 million of cash on the day such payment is made (To the extent that any amount of a Cash Sweep Payment is not made as a result of the minimum cash balances such amounts shall be known as a "<u>Foregone Cash Sweep Payment</u>").</p> <p>Interest shall accrue on the outstanding balance of Foregone Cash Sweep Payments at a penalty rate of 500 basis points over the otherwise applicable interest rate, to be paid at the same time as regularly scheduled interest payments. Such interest on each Foregone Cash Sweep Payment shall continue to accrue on the balance thereof until the Foregone Cash Sweep Payment is paid in full. The Reorganized Debtors may pay the Foregone Cash Sweep Payments (or any portion thereof) at any time.</p> <p>"<u>EBITDA</u>" shall mean net income (or loss) excluding extraordinary items, plus non-cash charges, interest expenses, income taxes, depreciation and amortization, all as determined in</p>

	<p>accordance with GAAP.</p> <p>For the purpose of clarity with respect to the treatment of certain "extraordinary items," such items shall be treated as described on the chart attached <u>Schedule 1</u>.</p>
Collateral	<p>First priority perfected security interest in all of the Reorganized Debtors' rights to and interests in any assets or properties, including, but not limited to the Reorganized Debtors' rights to and interests in COMDEX, N&I, JavaOne and other trade show names, all tradenames, marks and all related similar, derivative or associated names and associated intellectual property related to those trade shows or names, accounts receivable, inventory, equipment, owned and leased real estate, and all policies of insurance and the proceeds thereof (including business interruption insurance), subject only to standard permitted liens.</p>
Minority Protections	<p>Any amendments to the New Bank Facility shall only be effective with the written consent of (x) the Reorganized Debtors and (y) holders of 70% of the outstanding principal amount of all New Notes held by holders that are not "affiliates" of the Reorganized Debtors within the meaning of the Securities Act of 1933 ("<u>Unaffiliated Holders</u>"). If a holder that is affiliated with the Reorganized Debtors sells its Notes to a holder that is not affiliated with the Debtors, such entity shall be deemed to be an Unaffiliated Holder. If an entity that was affiliated with the Reorganized Debtors ceases to be affiliated with the Reorganized Debtors in a transaction that does not otherwise constitute a default or an event of default, such entity shall be deemed to be an Unaffiliated Holder.</p> <p>Any waivers of defaults under, granting of forbearance rights with respect to, or exercise of remedies under, the New Bank Facility may be made only with the written consent of holders of 70% of the outstanding principal amount of the New Notes held by the Unaffiliated Holders.</p> <p>In addition, any (i) amendments of the New Notes with respect to principal balance, interest, time of payment or maturity of the New Notes, (ii) release of any collateral pledged as security for the New Notes ("<u>Collateral</u>"), other than in connection with asset sales expressly permitted by this term sheet, or (iii) subordination of any security interest in the Collateral shall be prohibited without the consent of each holder of New Notes affected</p>

EXHIBIT 4

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re	:	Chapter 11
	:	
KEY3MEDIA GROUP, INC., <u>et al.</u> ¹	:	Case No. 03-10323 (JWV)
	:	Jointly Administered
Debtors.	:	
	:	Re: Docket No. 412

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING
FIRST AMENDED JOINT PLAN OF REORGANIZATION FOR
KEY3MEDIA GROUP, INC. ET AL.**

Upon the First Amended Joint Plan of Reorganization for Key3Media Group, Inc., *et al.*, dated May 5, 2003 (Docket No. 412), as may be amended and/or modified at or in connection with the hearing on confirmation thereof (the "Confirmation Hearing") or pursuant to the terms of this Order (the "Plan"), which is (i) a further modified version of that certain Joint Plan of Reorganization for Key3Media Group, Inc., *et al.* (Docket No. 70), filed with this Court by the above-captioned debtors and debtors in possession (the "Debtors") on February 11, 2003, and (ii) described on the record of the Confirmation Hearing and in this Order; and upon the related Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code with Respect to the Debtors' First Amended Joint Plan of Reorganization (Docket No. 413) (the "Disclosure Statement"), which is a further modified version of that certain Disclosure Statement Pursuant to Section 1125 of the Bankruptcy Code with Respect to the Debtors' Joint Plan of Reorganization (Docket No. 69), filed with this Court by the Debtors on February 11, 2003; and upon the record of the hearing before the Court on May 7, 2003, where the Court entered the Order (A) Approving Debtors' Disclosure Statement; (B) Approving Solicitation Procedures; (C) Approving the Form and Manner of Notice of the Confirmation Hearing; and (D) Scheduling the

¹ The Debtors are Key3Media Group, Inc., Key3Media Events, Inc., Key3Media VON Events, Inc., Key3Media BCR Events, Inc., Key3Media Advertising, Inc., and Key3Media BioSec, Inc.

3. **Continued Corporate Existence; Vesting of Assets.** Except as otherwise provided in the Plan, the Debtors shall, as Reorganized KGI, continue to exist after the Effective Date, with all the powers of a corporation under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, dissolution, or otherwise) under applicable state law. Except as otherwise provided in the Plan, as of the Effective Date, all property of the respective Estates of the Debtors, and any property acquired by a Debtor or Reorganized Debtor under the Plan, shall vest in the respective Reorganized Debtor, free and clear of all Claims, liens, charges, other encumbrances, and interests. On and after the Effective Date, the Reorganized Debtors are authorized to (a) operate their business; (b) use, acquire, and dispose of property; and (c) compromise or settle any Claims or Equity Interests, in each case without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or this Confirmation Order. Without limiting the foregoing, the Reorganized Debtors are authorized to pay the charges that they incur on or after the Effective Date for professionals' fees, disbursements, expenses, or related support services (including fees relating to the preparation of Professional fee applications) without application to the Bankruptcy Court.

4. **Cancellation and Surrender of Instruments, Securities, and Other Documentation.** Except as provided in any contract, instrument or other agreement or document created, entered into, or delivered in connection with the Plan, on the Effective Date, all obligations of the Debtors under the Prepetition Secured Credit Agreement will be canceled and be of no further force and effect against the Debtors, without any further action on the part of any Debtor or Reorganized Debtors. In addition, on the Effective Date, the Equity Interests are deemed cancelled and of no further force and effect. The holders of or parties to such cancelled

that such injunction shall not extend to assertions of rights of recoupment against the Debtors or the Reorganized Debtors.

25. Notwithstanding any other provisions of this Confirmation Order or the Plan, the provisions of Article XI of the Plan shall not be binding upon or effective against the SEC.

26. Except as provided in the Plan or in this Confirmation Order, the rights afforded under the Plan and the treatment of Claims and Equity Interests under the Plan shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and termination of all Equity Interests arising on or before the Effective Date, including any interest accrued on Claims from the Petition Date. Except as provided in the Plan or in this Confirmation Order, Confirmation shall, as of the Effective Date and immediately after cancellation of all Equity Interests: (i) discharge the Debtors from all Claims or other debts that arose on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a proof of Claim based on such debt is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (b) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code, or (c) the holder of a Claim based on such debt has accepted the Plan; and (ii) terminate all Equity Interests, and any Claims and rights arising out of such Equity Interests.

27. In accordance with the foregoing, except as provided in the Plan or in this Confirmation Order, this Confirmation Order constitutes a judicial determination, as of the Effective Date and immediately after the cancellation of all Equity Interests immediately prior to the Effective Date and the issuance of the New Common Stock, of a discharge of all Claims and other debts and liabilities against the Debtors and termination of all Equity Interests, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment

obtained against any Debtor at any time, to the extent that such judgment relates to a discharged Claim or terminated Equity Interest.

28. **Compromise of Controversies.** Pursuant to Bankruptcy Rule 9019, and in consideration for the classification, distribution and other benefits provided under the Plan, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and controversies resolved pursuant to the Plan, including, without limitation, all Claims arising prior to the Petition Date, whether known or unknown, foreseen or unforeseen, asserted or unasserted, by or against the Debtors, the Prepetition Credit Agreement Administrative Agent, the Prepetition Secured Credit Agreement Lenders, the DIP Agent, the DIP Lenders, the Weisel Funds, the Minority Banks, and the Committee, arising out of, relating to or in connection with the business or affairs of or transactions with the Debtors, and each of their respective professionals, including but not limited to any Claims or causes of action arising out of or related to that certain 5th Amendment, Waiver and Consent, dated as of January 28, 2003, to the Prepetition Secured Credit Agreement. The entry of the Confirmation Order shall constitute the Court's approval of each of the foregoing compromises or settlements, and all other compromises and settlements provided for in the Plan, and the Court's findings shall constitute its determination that such compromises and settlements are in the best interests of the Debtors, the Estate, creditors, and other parties in interest, and are fair, equitable and within the range of reasonableness. The provisions of the Plan, including, without limitation, its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable. Notwithstanding the foregoing release, neither the Weisel Funds, on one hand, and the Minority Banks, on the other hand, shall be deemed to have released each other until the occurrence of the Effective Date, and the release set forth herein shall not be deemed binding or effective as to the

Debtors, the Prepetition Secured Credit Agreement Lenders (including but not limited to the Minority Banks and the Weisel Funds), the Prepetition Secured Credit Agreement Agent, the DIP Agent, the DIP Lenders, the Weisel Funds, and the Creditors' Committee, from any claim (as such term "claim" is defined section 101(5) of the Bankruptcy Code), obligation, right, cause of action or liability, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction or occurrence from the beginning of time through the Effective Date in any way relating to the Debtors, the Case or the Plan.

31. The releases set forth in section 11.7(c) of the Plan and in Paragraph 32 below are hereby modified as set forth in the next sentence of this Paragraph 31 and, as so modified, are hereby approved. The releases and injunctions set forth in section 11.7(c) of the Plan and Paragraph 32 of this Confirmation Order shall apply only to (i) claims of the Debtors, (ii) claims of persons or entities that have voted to accept the Plan, and (iii) claims of successors and assigns of the persons or entities identified in Paragraphs 31(i) and 31(ii). The releases and injunctions set forth in section 11.7(c) of the Plan and Paragraph 32 of this Confirmation Order shall not apply to any party-in-interest that voted to reject the Plan, was entitled to vote but did not submit an effective Ballot, or was not entitled to vote on the Plan.

→ 32. **Releases by Holders of Claims and Interests.** On the Effective Date, each Holder of a Claim or Interest shall be deemed to unconditionally release and forever waive all claims, debts, obligations, demands, liabilities, suits judgments, damages, rights, and causes of action, whatsoever (other than the right to enforce the Debtors' or the Reorganized Debtors' obligations under the Plan and the contracts, instruments, releases and other agreements, and documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent,

matured or unmatured, known or unknown, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or in part upon any transactions or matters with the Debtors, their estates or in connection with these reorganization cases, the Plan or the Disclosure Statement, that occurred or could have occurred on or prior to the Effective Date (which release and waiver will be in addition to the discharge of Claims and termination of Interests in accordance with the Plan, the Confirmation Order and the Bankruptcy Code) against the Debtors, each of the current and former directors, officers, and employees of the Debtors; and each of the members, attorneys, accountants, investment bankers, consultants, advisors and other representatives of the Debtors acting in such representative capacities. Moreover, unless a Holder of a Claim who has voted to accept or reject the Plan (each a "Voting Holder") has elected otherwise by marking the appropriate box on its Ballot, each Voting Holder shall be deemed to unconditionally release and forever waive all claims, debts, obligations, demands, liabilities, suits judgments, damages, rights and causes of action, whatsoever (other than the right to enforce the Debtors' or the Reorganized Debtors' obligations under the Plan and the contracts, instruments, releases and other agreements and documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part upon any transactions or matters with the Debtors, their estates or in connection with this reorganization case, the Plan or the Disclosure Statement, that occurred or could have occurred on or prior to the Effective Date (which release and waiver will be in addition to the discharge of Claims and termination of Interests in accordance with the Plan, the Confirmation Order and the Bankruptcy Code) against the Prepetition Secured Credit Agreement Lenders (including but not limited to the Weisel Funds and the Minority Banks), the Prepetition Agent, the Weisel Funds,

the Committee and its Members in such capacity, the DIP Lenders, and the DIP Agent; each of the current and former directors, officers, and employees of the Debtors; and each of the members, attorneys, accountants, investment bankers, consultants, advisors and other representatives of the Debtors acting in such representative capacities.

EXCULPATION AND LIMITATION OF LIABILITY

33. In the event that the transactions contemplated by the Plan are consummated, (a) the Debtors; (b) the Prepetition Secured Credit Agreement Lenders (including but not limited to the Weisel Funds and the Minority Banks); (c) the DIP Lenders; (d) the DIP Agent; (e) the Weisel Funds; (f) the Committee and its Members in such capacity; (g) the Indenture Trustee; (h) the Prepetition Agent; and (i) each of the respective shareholders, members, officers, directors, employees, agents, attorneys, consultants, lenders, investment bankers, accountants, and affiliates (and each of their respective shareholders, members, officers, directors, employees, agents, attorneys, consultants, lenders, investment bankers, accountants, and affiliates) of the parties listed in this clause, shall neither have nor incur any liability to any Holder of any Claim or Interest for any act or omission in connection with, or arising out of the Debtors' restructuring, this Plan, the chapter 11 Cases, the Disclosure Statement, the solicitation of votes for and the pursuit of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions, and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of this Plan except willful misconduct or gross negligence. The foregoing parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.