

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		
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:	2421540	WHERE THE NET IS GOING NEXT	
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/o Sonnenschein 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/		
Date:	05/04/2010		

OP \$40.00 2421540

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 REEL: 004198 FRAME: 0629

Total Attachments: 23

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Memorandum

TO• United States Patent and Trademark Office, Assignment Division
FROM• Sonnenschein Nath & Rosenthal LLP
DATE• May 4, 2010
RE• WHERE THE NET IS GOING NEXT Trademark, Reg. No. 2421540

We have reviewed the *Trademark Assignment Abstract of Title* regarding the trademark “WHERE THE NET IS GOING NEXT”, Serial No. 75/939551, Filing Date March 8, 2000, Registration No. 2421540, Registration Date January 16, 2001 (the “Mark”). In that abstract, Assignment 2 references a security agreement to the Mark conveyed by Key3Media Events, Inc. (“Events”) to Morgan Stanley & Co. Incorporated recorded on January 18, 2002. 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 interest of Morgan Stanley & Co. Incorporated to the Mark referenced in Assignment 2 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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Trademark Assignment Abstract of Title

Total Assignments: 9

Serial #: [75939551](#)

Filing Dt: 03/08/2000

Reg #: [2421540](#)

Reg. Dt: 01/16/2001

Registrant: BCR ENTERPRISES, Inc.

Mark: WHERE THE NET IS GOING NEXT

Assignment: 1

Reel/Frame: [2463/0216](#)

Received: 03/19/2002

Recorded: 02/05/2002

Pages: 2

Conveyance: ASSIGNS THE ENTIRE INTEREST

Assignor: [BCR ENTERPRISES, INC.](#)

Exec Dt: 09/10/2001

Entity Type: CORPORATION

Citizenship: ILLINOIS

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: [KEY3MEDIA EVENTS, INC.](#)

5700 WILSHIRE BOULEVARD

LOS ANGELES, CALIFORNIA 90036

Correspondent: PATTISHALL, MCAULIFFE, NEWBURY, ET AL.

ROBERT W. SACOFF, ESQ.

311 S. WACKER DR.

STE. 5000

CHICAGO, IL 60606

Assignment: 2

Reel/Frame: [2436/0268](#)

Received: 02/04/2002

Recorded: 01/18/2002

Pages: 7

Conveyance: SECURITY AAGREEMENT

Assignor: [KEY3MEDIA EVENTS, INC.](#)

Exec Dt: 09/25/2001

Entity Type: CORPORATION

Citizenship: DELAWARE

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee: [MORGAN STANLEY & CO](#)

1585 BROADWAY

NEW YORK, NEW YORK 10036

Correspondent: SHEARMAN & STERLING

DANIEL C. GLAZER

599 LEXINGTON AVENUE

NEW YORK, NEW YORK 10022

Assignment: 3

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

Entity Type: BANKING COMPANY

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

Correspondent: NIXON PEABODY LLP

KRISTEN M. WALSH, ESQ.

CLINTON SQUARE, P.O. BOX 31051

ROCHESTER, NY 14603-1051

TRADEMARK

Assignment: 4**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**Entity Type:** U.S. NATIONAL BANKING
ASSOCIATION**Citizenship:** NONE**Assignee:** FLEET NATIONAL BANK

100 FEDERAL STREET

MALL CODE MA DE 10006A

BOSTON, MASSACHUSETTS 02110

Correspondent: MILBANK, TWEED, HADLEY & MCCLOY LLP

JANIS NICI

ONE CHASE MANHATTAN PLAZA, RM. 4525

NEW YORK, NY 10005

Assignment: 5**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**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** MEDIALIVE INTERNATIONAL EVENTS, INC.

303 VINTAGE PARK DRIVE

FOSTER CITY, CALIFORNIA 94404

Correspondent: PATTISHALL, MCAULIFFE, NEWBURY ET.AL.

ROBERT W. SACOFF, ESQ.

311 SOUTH WACKER DRIVE

SUITE 5000

CHICAGO, IL 60606

Assignment: 6**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**Entity Type:** CORPORATION**Citizenship:** DELAWARE**Assignee:** MEDIALIVE INTERNATIONAL, INC.

795 FOLSOM STREET

SAN FRANCISCO, CALIFORNIA 94103

Correspondent: ROBERT W. SACOFF, ESQ.

311 S. WACKER DRIVE, SUITE 5000

CHICAGO, IL 60606

Assignment: 7**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**Entity Type:** CORPORATION**Citizenship:** CALIFORNIA**Assignee:** MEDIALIVE INTERNATIONAL HOLDINGS, INC. F/K/A KEY3MEDIA
GROUP, INC.

795 FOLSOM STREET

6TH FLOOR

SAN FRANCISCO, CALIFORNIA 94115

Correspondent: CORPORATION SERVICE COMPANY

80 STATE STREET

6TH FLOOR

TRADEMARK

ALBANY, NY 12207

Assignment: 8**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**Entity Type:** LIMITED LIABILITY COMPANY**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: 9**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**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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Web interface last modified: October 18, 2008 v.2.0.2

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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	VON	Key3Media Events, Inc.	Registered	75/941664	03/10/2000	2487115	#####	#####	I.C. 42
United States of America	WEB ENERGY	Softbank Exposition and Conference Company L.P.	Abandoned	75/062353	02/23/1996				I.C. 16, 35, 41 & 42
United States of America	WEB INNOVATION	Interactive Marketing Communications	Licensed	74/713073	08/09/1995	2002756	#####	#####	I.C. 35
United States of America	WEB INNOVATOR	Softbank Exposition and Conference Company L.P.	Abandoned	75/145725	08/06/1999				I.C. 16, 35 & 41
United States of America	WEB NATION	Softbank Exposition and Conference Company L.P.	Abandoned	75/179839	10/10/1996				I.C. 35 & 41
United States of America	WHERE NEXT GENERATION NETWORKING STARTS	FER BtXprises, Inc.	Published	75/939550	03/08/2000				I.C. 41
United States of America	WHERE TECHNOLOGY MEETS THE MIND	ZD Events, Inc.	Abandoned	75/341371	08/14/1997				I.C. 35
United States of America	WHERE THE NET IS GOING NEXT	Key3Media Events, Inc.	Registered	75/939551	03/08/2000	2421540	#####	#####	I.C. 41
United States of America	WHERE THE WEB MEETS THE WEB	Softbank Exposition and Conference	Abandoned	75/085512	04/09/1996				I.C. 16, 35, 41 & 42
United States of America	WINDOWS DECISION	Microsoft Corporation	Licensed						
United States of America	WINDOWS WORLD	Novozymes, Inc.	Licensed						
US Domain	comdexnet.com	Key3Media Events, Inc.	Registered				#####	#####	
US Domain	comdexnet.net	Key3Media Events, Inc.	Registered				#####	#####	
US Domain	comdexworld.com	Key3Media Events, Inc.	Registered				#####	#####	
US Domain	comdexworld.net	Key3Media Events, Inc.	Registered				#####	#####	
US Domain	INTEROP.TV	Key3Media Events, Inc.	Registered				#####	#####	

TRADEMARK

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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
 Class 2 Prepetition Secured Credit Agreement Claims - Claims of the Prepetition Secured Lenders under the Prepetition Secured Credit Agreement	\$ 81,768,986	<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>"EBITDA" 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)
Debtors.	:	Jointly Administered
	:	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.