

09-23-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇒ ⇒ ⇒ ▼

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 9-15-03**ADVANSTAR COMMUNICATIONS INC.**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State -- **New York**
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 18, 2003

2. Name and address of receiving party(ies):

Name: WELLS FARGO BANK MINNESOTA, N.A.

Internal

Address: MAC N9303-110Street Address: Sixth and Marquette AvenueCity: Minneapolis State: MN Zip: 55479

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other a banking corporation

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)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached Exhibit A

B. Trademark Registration No.(s)

Please see Attached Exhibit AAdditional number(s) attached ☒ Yes ☐ No

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

Name: Roxanne E. Christ, Esq.Internal Address: Latham & Watkins LLPStreet Address: 633 West Fifth Street, Suite 4000City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:.....

1517. Total fee (37 CFR 3.41).....\$ 3,790.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number

500524 (For additional fees, if any)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patricia A. Conner

Name of Person Signing

Signature

September 16, 2003

Date

09/22/2003 DBYRNE 00000003 2055343

Total number of pages including cover sheet, attachments, and document: **14**01 FC:8521
02 FC:852240.00 OP
3750.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

OCV620609.1

TRADEMARK
REEL: 002826 FRAME: 0237

SCHEDULE IV
Issuer Pledge and Security Agreement

Item A. Trademarks

Registered Trademarks

Trademark	Registration No.	Registration Date
ABILITIES EXPO	2055343	04/22/97
ABRN AUTOMOTIVE BODY REPAIR NEWS	2461302	06/19/01
ACCESSORY SHOWCASE	2125498	12/30/97
ADVANSTAR	1874159	01/17/95
ADVANSTAR COMMUNICATIONS	1770399	05/11/93
ADVANSTAR COMMUNICATIONS & DESIGN	1770400	05/11/93
AFTERMARKET BUSINESS	1758303	03/16/93
AMERICAN BIG TWIN DEALER (principal)	2263202	07/20/99
AMERICAN SALON (principal)	1765843	04/20/93
AMERICAN SALON (supplemental)	1373157	11/26/85
AMERICAN SPA	2188654	09/08/98
AMERICA'S NETWORK	1903938	07/04/95
APPLIED CLINICAL TRIALS	1786314	08/03/93
ART BUSINESS NEWS	2125500	12/30/97
ARTEXPO LOS ANGELES	2242289	04/27/99
ARTEXPO NEW YORK (principal)	2269003	08/10/99
ARTEXPO PREVIEW	1718000	09/22/92
AUTOMOTIVE BODY REPAIR NEWS	1877565	02/07/95
AUTOMOTIVE BODY REPAIR NEWS	1009754	04/29/75
AUTOMOTIVE MARKETING	0860751	11/19/68
AUTOMOTIVE MARKETING	1021487	09/30/75
BFIA BODY FASHIONS/INTIMATE APPAREL (STYLIZED)	1584615	02/27/90
BIOCARD INTERNATIONAL	2160343	05/26/98
BIOPHARM	2161099	05/26/98
BROWN'S DIRECTORY OF NORTH AMERICAN AND INTERNATIONAL GAS COMPANIES	1574871	01/02/90
CADALYST	2209005	12/08/98
CALLCENTERLIVE	2367257	07/11/00
COLLABORATE CONFERENCE & EXPO	2718214	05/20/03
COMPETITIVE CARRIER	2445329	04/17/01
COMUNICACIONES (principal)	2198429	10/20/98
COSMETIC SURGERY TIMES	2127857	01/06/98
CUSTOMER CONTACT WEEK	2576820	06/04/02
CUSTOMER INTERFACE	2574657	05/28/02
CUSTOMER RELATIONSHIP MANAGEMENT SOLUTIONS	2450373	05/08/01
CYCLERAMA	1299852	10/09/84
DCC EXPO	2376210	08/08/00

DEALERNEWS	1606352	07/17/90
DERMATOLOGY TIMES	1456511	09/08/87
DESIGN (LADIES HEAD)	1337123	05/21/85
DTC TIMES THE MAGAZINE OF CONSUMER HEALTH CARE MARKETING	2299541	12/14/99
DVM THE NEWSMAGAZINE OF VETERINARY MEDICINE	1580044	01/30/90
E-LEARNING MAGAZINE	2583937	06/18/02
ENTERTAINMENT MERCHANDISING	1476386	02/09/88
EXPOCON	1451251	08/04/87
FACTORY (THE)	2287974	10/19/99
FEMME	2603839	08/06/02
FIELD SERVICE SOLUTIONS	2405724	11/21/00
FORMULARY	2127917	01/06/98
FORMULARY KITS ONLINE	2437689	03/20/01
GEO INFO SYSTEMS (principal)	2203971	11/17/98
GEOSPATIAL SOLUTIONS	2564770	04/23/02
GERIATRICS	831462	07/04/67
GOLFDOM	2341952	04/11/00
GPS WORLD	1666686	12/03/91
GREEN BOOK	1382276	02/11/86
HAIRCOLOR USA	1618020	10/16/90
HOSPITALITY PRODUCT NEWS	2208016	12/08/98
HOTEL & MOTEL MANAGEMENT	1758302	03/16/93
IBS	1578043	01/16/90
ICCM	2329175	03/14/00
INNERVIEWS	2235392	03/23/99
INTERNATIONAL BEAUTY SHOW	1882460	03/07/95
INTERNATIONAL FASHION AND BOUTIQUE SHOW	1417951	11/18/86
INTERNATIONAL FASHION FABRIC EXHIBITION	1888093	04/04/95
INTERNATIONAL KIDS FASHION SHOW	1417950	11/18/86
INTERNATIONAL KIDS FASHION SHOW	1724158	10/13/92
INTERNATIONAL MOTORCYCLE SHOWS	1646225	05/28/91
LANDSCAPE MANAGEMENT	1557418	09/19/89
LC LIQUID CHROMATOGRAPHY AND HPLC MAGAZINE (STYLIZED)	1288985	08/07/84
LC*GC (STYLIZED)	2140815	03/03/98
LCGC (STYLIZED SPIKE)	2445230	04/17/01
LI(C)ENSE! & DESIGN	2402398	11/07/00
LONG BEACH HAIRDRESSERS GUILDS	1362332	09/24/85
LP/GAS	1584614	02/27/90
MANAGED HEALTHCARE EXECUTIVE	2629128	10/01/02
MODERN MEDICINE	537137	01/30/51
MOTOR AGE	0791433	06/22/65
MOTOR AGE WHOLESALER (STYLIZED)	0797506	10/12/65
MOTOR SERVICE	157464	08/08/1922
NET ECONOMY (THE)	2712207	04/29/03
OFFICIAL BOARD MARKETS	1581463	02/06/90

ON DEMAND DIGITAL PRINTING & PUBLISHING	1899120	06/13/95
OPHTHALMOLOGY TIMES	1461867	10/20/87
PAPERBOARD PACKAGING	828228	05/02/67
PARCEL LOGISTICS EXPO	2615805	09/03/02
PEST CONTROL	869723	05/20/69
PHARM TECH CONFERENCE AND DESIGN (STYLIZED)	1331303	04/16/85
PHARMACEUTICAL EXECUTIVE	2147366	03/31/98
PHARMACEUTICAL EXECUTIVE AND DESIGN	1280288	05/29/84
PHARMACEUTICAL TECHNOLOGY	1603664	06/26/90
PHARMAGENOMICS DRUG DISCOVERY IN THE POST GENOMIC ERA	2684949	02/04/03
PIT & QUARRY	1960218	03/05/96
PIT AND QUARRY AND DESIGN	508767	04/19/49
POCKET SURVIVAL GUIDE	1697610	06/30/92
POST	1404020	08/05/86
PREMIER HONEYMOONS	2474370	07/31/01
PREMIER HOTELS & RESORTS	2170599	06/30/98
PREMIER SPAS	2376305	08/08/00
PRET AMERICA	2421514	01/16/01
RELAX	2121592	12/16/97
RESPONSE	2419821	01/09/01
RNT	2198428	10/20/98
ROOFING SPECIFIER (THE)	2209859	12/08/98
RSI	1072234	08/30/77
SALON NEWS	1806882	11/23/93
SAN DIEGO BEAUTY & TRADE SHOW	1389382	04/08/86
SCAN-TECH	1360961	09/17/85
SCIENTIFIC DATA MANAGEMENT	2239957	04/13/99
SENSORS (STYLIZED)	1818907	02/01/94
SENSORS EXPO (stylized)	1867152	12/13/94
SENSORS EXPRESS	2417023	01/02/01
SENSORS EXPRESS - THE NEWS YOU CHOOSE (DESIGN)	2552603	03/26/02
SENSORS EXPRESS (DESIGN)	2403624	11/14/00
SHADES OF BEAUTY	2384041	09/05/00
SPECTROSCOPY	2343638	04/18/00
SPECTROSCOPY	1462419	10/20/87
TEAM EXPO	2138985	02/24/98
TECHLEARN	2211250	12/15/98
TELECOM INVESTOR	2369565	07/18/00
TELEPRESS LATINOAMERICA AND DESIGN	2346550	05/02/00
THE 100 MOST POWERFUL WOMEN IN TRAVEL	2168679	06/23/98
TRAVEL AGENT	1399352	07/01/86
TRAVEL AGENT INTERNATIONAL	2182578	08/18/98
TRAVEL AGENT OFFICIAL TRAVEL INDUSTRY DIRECTORY	1934846	11/14/95

TRAVEL AGENT THE NATIONAL NEWSWEEKLY MAGAZINE OF THE TRAVEL INDUSTRY	1839353	06/14/94
UROLOGY TIMES	1462774	10/27/87
VIDEO OB/GYN TIMES	2130297	01/20/98
VIDEO STORE	1365533	10/15/85
VIDEO UROLOGY TIMES	1813476	12/28/93
VOICE OF THE COLLISION REPAIR INDUSTRY (THE)	1930828	10/31/95
WEB MERCHANT	2333991	03/21/00
WIRELESS AMERICAS	2633869	10/15/02
WIRELESS ASIA	2242228	04/27/99
WIRELESS COMUNICACIONES	2236287	03/30/99
WORLDPHARM	2245490	05/18/99
YOUR DVM CAREER	2664817	12/17/02

Pending Trademark Applications

Trademark	Serial No.	Filing Date
AMERICAN SPA EXPO	78/182917	11/07/2002
APPLIED CLINICAL TRIALS	78/281277	07/31/2003
APPLIED MOBILITY	78/212953	02/10/2003
BIOPHARM INTERNATIONAL	76/432695	07/22/2002
CALL CENTER & DESIGN	75/578163	10/26/1998
COLLABORATE MAGAZINE	76/258012	05/16/2001
DVM BEST PRACTICES	76/313382	09/17/2001
FRONTLINE SOLUTIONS	75/817629	10/06/1999
HT	76/448652	09/11/2002
INDUSTRY 212	76/432696	07/22/2002
IT-1	78/214076	02/12/2003
LANDSCAPE DESIGN/BUILD	78/214040	02/12/2003
LUXURY TRAVEL GUIDE	78/191244	12/04/2002
MODERN HEALTH FOR WOMEN	76/423055	06/20/2002
PREMIER ROMANCE	76/453711	09/30/2002

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 18, 2003 (this "Agreement") is made between Advanstar Communications Inc., a New York corporation (the "Grantor"), and Wells Fargo Bank Minnesota, N.A., as Collateral Agent (together with any successor(s) thereto in such capacity, the "Collateral Agent") for itself, the Trustee and each of the Noteholders;

W I T N E S S E T H :

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

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

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

WHEREAS, pursuant to Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all Trademark Collateral (as described below) to secure the Noteholder Claims;

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

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Trustee to enter into the Indenture and to induce potential purchasers to purchase the Notes, the Grantor agrees with the Collateral Agent for the benefit of itself, the Trustee and each Noteholder as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of its Noteholder Claims, the Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, and grants to the Collateral Agent a security interest in, for its benefit and the benefit of the Trustee and each Noteholder, all of the following property (the "Trademark Collateral"), whether now owned or hereafter existing or acquired by it:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business 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, including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the

goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Noteholder under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Noteholder thereunder) shall remain in full force and effect in accordance with its terms.

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

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

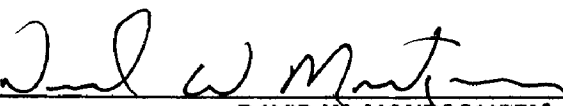
SECTION 6. Relationship with Senior Borrower Security Agreement and Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[The remainder of page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ADVANSTAR COMMUNICATIONS INC.

By 
Name: **DAVID W. MONTGOMERY**
Title: **VP-FINANCE, CFO & SECRETARY**

WELLS FARGO BANK MINNESOTA, N.A., as
Collateral Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ADVANSTAR COMMUNICATIONS INC.

By _____
Name:
Title:

WELLS FARGO BANK MINNESOTA, N.A., as
Collateral Agent

By Michael T. Lechner
Name: Michael T. Lechner
Title: ASSISTANT VICE PRESIDENT

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