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FORM PTO-1618A Expires 06/30/99 OMB 0651-0027		₩ JAN 18	3 2002
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02-04-2002

101970086 TRADEMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). Submission Type Conveyance Type 1-18-02 New **Assianment** License Resubmission (Non-Recordation) **Security Agreement Nunc Pro Tunc Assignment** Document ID # Merger **Effective Date** Correction of PTO Error Change of Name Month Day Year Frame # Reel # September 25, 2001 **Corrective Document** Reel # Frame # Other **Execution Date** Conveying Party Mark if additional names of conveying parties attached Day Year Month September 25, 2001 Key3Media Events, Inc. Name Formerly Corporation Association Individual General Partnership Limited Partnership Other Citizenship/State of Incorporation/Organization Delaware **RECEIVING PARTY** Mark if additional names of receiving parties attached Morgan Stanley & Co. Name DBA/AKA/TA Composed of 1585 Broadway Address (line 1) Address (line 2) 10036 New York New York Address (line 3) City State/Country Zip Code If document to be recorded is an assignment and the Limited Partnership General Partnership Individual receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document Corporation Association from Assignment.) Other Citizenship/State of Incorporation/Organization Delaware FOR OFFICE USE ONLY 00000294 75004340 01/31/2002 TDIAZ1 40.00 DP 01 FC:481 02 FC:482

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regylatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO- Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK			
Domestic R	epresentative Name and Address Enter	for the first Receiving Party only.			
Name					
Address (line 1)					
Address (line 2)					
Address (line 3)					
Address (line 4)					
Correspond	lent Name and Address Area Code and Telephone N	umber 212-848-4946			
Name	Daniel C. Glazer				
Address (line 1)	Shearman & Sterling				
Address (line 2)	599 Lexington Avenue				
Address (line 3)	e 3) New York, New York 10022				
Address (line 4)					
Pages Enter the total number of pages of the attached conveyance document including any attachments. # 5					
	Application Number(s) or Registration Number(s				
	the Trademark Application Number <u>or</u> the Registration Number (DO NOT EN demark Application Number(s)	Registration Number(s)			
76/004,340	75/339,853 2,460,930	2,298,332 2,301,299			
76/160,845	2,421,540	1,852,692			
76/160,843	1,256,839	1,852,693			
Number of I		nvolved. # 11			
Fee Amoun	t Fee Amount for Properties Listed (37)	CFR 3.41): \$ 290.00			
	of Payment: Enclosed Deposit Acc				
Deposi	t Account r payment by deposit account or if additional fees can be charged to the acc				
(Litter 10)	Deposit Account Number:	# 50-0324			
	Authorization to charge additional	fees: Yes No			
Statement a	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. Charges to deposit account are authorized, as indicated herein.					
г	Daniel C. Glazer	December 19, 2001			
	of Person Signing Signature	Date			

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated as of September 25, 2001, is made by the Person listed on the signature page hereof (the "Grantor") in favor of Morgan Stanley & Co. Incorporated, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Key3Media Group, Inc., a Delaware corporation, has entered into a Credit Agreement dated as of June 26, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley & Co. Incorporated, as Collateral Agent, the other Agents, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Amended and Restated Security Agreement dated June 26, 2001 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). To create a short form version of the Security Agreement covering certain intellectual property of the Grantor and such other Persons for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, the Grantor and such other Persons have executed and delivered that certain Amended and Restated Intellectual Property Security Agreement made by the Grantor and such other Persons to the Collateral Agent dated June 26, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement and the IP Security Agreement, the Grantor has granted a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. <u>Confirmation of Grant of Security</u>. The Grantor hereby acknowledges and confirms the grant of a security interest to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement and the IP Security Agreement in and to all of the Grantor's right, title and interest in and to the following (the "Additional Collateral"):

- (i) The United States, international, and foreign patents, patent applications, and patent licenses set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
- (ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto and goodwill associated therewith (the "*Trademarks*");

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- (iii) The copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
 - (v) any and all proceeds of the foregoing.

SECTION 2. <u>Supplement to Security Agreement and IP Security Agreement.</u>
Schedule IV to the Security Agreement and Schedule B to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented to add to such Schedules the Additional Collateral.

SECTION 3. <u>Recordation</u>. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KEY3MEDIA EVENTS, INC.

By:___

Name:

Title:

Patents

None

NY12532:307466.1

Schedule B

Trademarks

Mark	Country	Serial or Registration No.
Voicecon	U.S.A.	76/004340
Opticon	U.S.A.	76/160845
Lighting Up The Optical Networking	U.S.A.	76/160843
Revolution		
NGN	U.S.A.	2,460,930
Where The Net Is Going Next	U.S.A.	2,421,540
Business Communications Review	U.S.A.	1,256,839
Multimedia.com	U.S.A.	2,298,332
Miscellaneous Design	U.S.A.	1,852,692; 1,852,693
Von	U.S.A.	2,301,299
Voice On The Net	U.S.A.	75/339853

NY12532:307466.1

Copyrights

None

NY12532:307466.1

RECORDED: 01/18/2002