TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: Notice of Grant of Security Interest in Trademarks - Second Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Advanstar Communications, Inc.		06/06/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC, as Collateral Agent
Street Address:	30 Hudson Street
Internal Address:	5th Floor
City:	Jersey City
State/Country:	NEW YORK
Postal Code:	07302
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	1874159	ADVANSTAR
Registration Number:	4285645	COMIKAZE
Registration Number:	1009340	CONTEMPORARY OB/GYN
Registration Number:	1379141	CONTEMPORARY PEDIATRICS
Registration Number:	2127857	COSMETIC SURGERY TIMES
Registration Number:	4088029	cvc
Registration Number:	2740004	cvc
Registration Number:	3076072	DEALER EXPO
Registration Number:	1606352	DEALERNEWS
Registration Number:	0987917	DENTAL PRODUCTS REPORT
Registration Number:	1456511	DERMATOLOGY TIMES
Registration Number:	2127917	FORMULARY
Registration Number:	3860633	GLOBAL LICENSE!
		TPADEMARK

Registration Number:	3552567	HEALTHCARE TRAVELER
Registration Number:	1646225	INTERNATIONAL MOTORCYCLE SHOWS
Registration Number:	4004381	LICENSING INTERNATIONAL EXPO
Registration Number:	2629128	MANAGED HEALTHCARE EXECUTIVE
Registration Number:	3452237	MEDICAL ECONOMICS
Registration Number:	0183595	MEDICAL ECONOMICS
Registration Number:	1242071	MEDICAL ECONOMICS
Registration Number:	3393609	MODERN MEDICINE
Registration Number:	1461867	OPHTHALMOLOGY TIMES
Registration Number:	3706472	OPTOMETRY TIMES
Registration Number:	1474973	PATIENT CARE
Registration Number:	2147366	PHARMACEUTICAL EXECUTIVE
Registration Number:	1939293	PHARMACEUTICAL REPRESENTATIVE
Registration Number:	1603664	PHARMACEUTICAL TECHNOLOGY
Registration Number:	2937548	POOL
Registration Number:	3947989	POOLTRADESHOW
Registration Number:	2960891	PROJECT
Registration Number:	4329549	SHOP THE FLOOR
Registration Number:	3855731	SOLE COMMERCE
Registration Number:	3242283	THE COLLECTIONS AT WSA
Registration Number:	3205563	THE COLLECTIONS AT WSA
Registration Number:	1462774	UROLOGY TIMES
Registration Number:	2852171	VETERINARY ECONOMICS
Registration Number:	1810700	VETERINARY ECONOMICS
Registration Number:	2613716	WORLD SHOE ASSOCIATION
Registration Number:	3185005	WSA IN STEP
Registration Number:	3242936	WSASHOW
Registration Number:	3203932	WSATODAY
Registration Number:	3203933	WSATODAY
Serial Number:	85919566	COMIKAZE EXPO
Serial Number:	85919550	COMIKAZE
Serial Number:	85225320	SOLE

CORRESPONDENCE DATA

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049646-0123
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	06/21/2013

Total Attachments: 8

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this "<u>Agreement</u>"), dated as of June 6, 2013, is made between Holdings (as defined in the Credit Agreement), the Borrower (as defined in the Credit Agreement), and each Subsidiary Guarantor of Borrower (each, a "<u>Grantor</u>", and collectively, the "<u>Grantors</u>"), and Goldman Sachs Lending Partners LLC, as Administrative Agent (together with any successor(s) thereto in such capacity, the "<u>Administrative Agent</u>") and as Collateral Agent (together with any successor(s) thereto in such capacity, the "<u>Collateral Agent</u>") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a Second Lien Credit Agreement, dated as of June 6, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Grantors and the various financial institutions from time to time parties thereto (collectively, the "Lenders"), Goldman Sachs, Credit Suisse Securities (USA) LLC ("Credit Suisse") and GE Capital Markets Inc., as Joint Lead Arrangers, Goldman Sachs and Credit Suisse, as Joint Bookrunners, Goldman Sachs, as Administrative Agent and as Collateral Agent, Goldman Sachs, Credit Suisse and General Electric Capital Corporation, as Co-Documentation Agents, the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the Pledge and Security Agreement, dated as of June 6, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to <u>Section 4.6</u> of the Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Obligations;

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders to make Credit Extensions to the Borrower pursuant to the Credit Agreement, and (ii) the Secured Parties to enter into Rate Protection Agreements, each Grantor agrees, for the benefit of each Secured Party, as follows:

- SECTION 1. <u>Definitions</u>. 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. <u>Grant of Security Interest</u>. Each Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each of the Secured Parties, a continuing security interest in all of the following, whether now owned or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):
 - (a) all United States trademarks, trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, domain names, logos and other source or business identifiers, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United

States, and all common-law rights related thereto (other than "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed, to the extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), including the registrations and applications listed in Schedule I attached hereto;

- (ii) all renewals thereof and the right to obtain all renewals thereof;
- (iii) the right to sue or otherwise recover for past, present and future infringements or dilutions of any of the foregoing or for any injury to goodwill;
- (iv) all proceeds of the foregoing, including all royalties, income, payments, claims, damages and proceeds of suit now and hereafter due and/or payable with respect thereto (including payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements or dilutions thereof; and
- (v) all other rights of any kind whatsoever accruing thereunder or pertaining thereto throughout the world, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above.
- SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.
- SECTION 4. <u>Acknowledgment</u>. Each 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 5. <u>Loan Document, etc.</u> This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.
- SECTION 6. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in several counterparts (including by telecopy, facsimile or other electronic transmission), each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.
- SECTION 7. <u>Governing Law</u>. This Agreement shall be deemed to be a contract made under and governed by the internal laws of the state of New York.

IN WITNESS WHEREOF, each of the parties hereto has caused this Notice of Grant of Security Interest in Trademarks to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first above written.

ADVANSTAR COMMUNICATIONS INC. MEN'S APPAREL GUILD IN CALIFORNIA, INC. CBI RESEARCH, INC. CME2, INC.

Name: Thomas Ehardt

Title: Chief Financial Officer

ENK INTERNATIONAL, LLC.

By:

Name: Michael Bernstein

Title: Vice President-Legal and Assistant

Secretary

ADVANSTAR COMMUNICATIONS INC. SECOND LIEN TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, each of the parties hereto has caused this Notice of Grant of Security Interest in Trademarks to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first above written.

ADVANSTAR COMMUNICATIONS INC. MEN'S APPAREL GUILD IN CALIFORNIA, INC. CBI RESEARCH, INC. CME2, INC.

By:_____

Name: Thomas Ehardt

Title: Chief Financial Officer

ENK INTERNATIONAL, LLC.

Name: Michael Bernstein

Title: Vice President-Legal and Assistant

Secretary

ADVANSTAR COMMUNICATIONS INC. SECOND LIEN TRADEMARK SECURITY AGREEMENT

GOLDMAN SACHS LENDING PARTNERS LLC, as Collateral Agent

Name: Title:

Charles D. Johnston

Authorized Signatory

SCHEDULE I

Registered Trademarks and Trademark Applications

Owner: Advanstar Communications, Inc.

APPLICATION #	REGISTRATION#	TRADEMARK
85450307	Pending	ADVANSTAR
85183742	Pending	ADVANSTAR
74482076	1874159	ADVANSTAR
85919566	Pending	COMIKAZE EXPO ¹
85919550	Pending	COMIKAZE ²
85645302	4285645	COMIKAZE ³
72447773	1009340	CONTEMPORARY OB/GYN
73541478	1379141	CONTEMPORARY PEDIATRICS
75163587	2127857	COSMETIC SURGERY TIMES
85361474	4088029	CVC
76436003	2740004	CVC
78521187	3076072	DEALER EXPO
73658530	1606352	DEALERNEWS
72457004	0987917	DENTAL PRODUCTS REPORT
73646350	1456511	DERMATOLOGY TIMES
75245364	2127917	FORMULARY
77954016	3860633	GLOBAL LICENSE!
77176858	3552567	HEALTHCARE TRAVELER
74036027	1646225	INTERNATIONAL MOTORCYCLE SHOWS
77926567	4004381	LICENSING INTERNATIONAL EXPO
76150761	2629128	MANAGED HEALTHCARE EXECUTIVE
77165369	3452237	MEDICAL ECONOMICS
71188271	0183595	MEDICAL ECONOMICS
73367577	1242071	MEDICAL ECONOMICS
77080771	3393609	MODERN MEDICINE
85765751	Pending	MUSEUM OF FASHION
85766041	Pending	MUSEUM OF FASHION AWARDS
73646209	1461867	OPHTHALMOLOGY TIMES
77526864	3706472	OPTOMETRY TIMES
73669327	1474973	PATIENT CARE
75213527	2147366	PHARMACEUTICAL EXECUTIVE
74520264	1939293	PHARMACEUTICAL REPRESENTATIVE

 $^{^{1}\} Advanstar\ Communications\ Inc.\ and\ Comikaze\ Entertainment\ Inc.\ each\ own\ an\ undivided\ 50\%\ interest\ pursuant$ to a strategic alliance agreement, dated as of June 11, 2012.

² Advanstar Communications Inc. and Comikaze Entertainment Inc. each own an undivided 50% interest pursuant to a strategic alliance agreement, dated as of June 11, 2012.

³ Advanstar Communications Inc. and Comikaze Entertainment Inc. each own an undivided 50% interest pursuant to a strategic alliance agreement, dated as of June 11, 2012.

APPLICATION#	REGISTRATION#	TRADEMARK
73774714	1603664	PHARMACEUTICAL TECHNOLOGY
76582891	2937548	POOL
85166354	3947989	POOLTRADESHOW
78227415	2960891	PROJECT
85805431	Pending	PROJECT MVMNT
85805050	Pending	PROJECT MVMNT
85978840	4329549	SHOP THE FLOOR
85465112	Pending	SHOP THE FLOOR
85225320	Pending	SOLE
77826476	3855731	SOLE COMMERCE
78932146	3242283	THE COLLECTIONS AT WSA
78810063	3205563	THE COLLECTIONS AT WSA
85876160	Pending	THREADS & FINS @ PROJECT
73646213	1462774	UROLOGY TIMES
76500288	2852171	VETERINARY ECONOMICS
74288981	1810700	VETERINARY ECONOMICS
75808019	2613716	WORLD SHOE ASSOCIATION
78977604	3185005	WSA IN STEP
78546686	3242936	WSASHOW
78852586	3203932	WSATODAY
78852606	3203933	WSATODAY

Men's Apparel Guild In California, Inc.

APPLICATION #	REGISTRATION#	TRADEMARK
85451896	4160820	MAGIC
75904684	2417603	MAGIC
78537630	3079037	MAGIC KIDS
76411516	2771040	MAGIC MARKETPLACE
76326158	2651727	MAGICONLINE
77491630	3696671	S.L.A.T.E.
77041147	3296418	SOURCING AT MAGIC
85485756	4265638	WHITE

CME2, Inc.

APPLICATION #	REGISTRATION#	TRADEMARK
78562617	3262321	CME2
78660728	3308716	CME2, INC.

CBI Research, Inc.

APPLICATION #	REGISTRATION#	TRADEMARK
77103652	2506720	PHARMACEUTICAL MARKETING
	3506720	COMPLIANCE CONGRESS

ENK International, LLC

APPLICATION#	REGISTRATION #	TRADEMARK
77/826,471	3,855,730	ACCESSORIE CIRCUIT
76/365,287	2,639,448	CHILDREN' S CLUB
76/394,347	2,758,230	COTERIE

APPLICATION #	REGISTRATION#	TRADEMARK
74/298,002	1,795,214	E.N.K. PRODUCTIONS
85/225,325	4,025,518	ENK
85/224,647	4,119,497	ENKCHINA
85927923	Pending	ENK VEGAS
73/640.263	1,493,469	FASHION COTERIE & DESIGN

RECORDED: 06/21/2013