

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fansedge Corporation		06/06/2007	CORPORATION: DELAWARE
Dreams Products, Inc.		06/06/2007	CORPORATION: DELAWARE
Dreams, Inc.		06/06/2007	CORPORATION: UTAH

## RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Michigan banking corporation: MICHIGAN

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2403840	FANSEGE
Registration Number:	2392570	MOUNTED MEMORIES
Serial Number:	77044684	QUICKSHIP
Serial Number:	77035312	MOUNTED MEMORIES
Serial Number:	77009689	I'M SORRY I BET ON BASEBALL

## CORRESPONDENCE DATA

Fax Number: (734)930-2494

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 7347613780

Email: asujek@bodmanllp.com

Correspondent Name: Angela Alvarez Sujek - Bodman LLP

Address Line 1: 201 S. Division, Ste. 400

Address Line 4: Ann Arbor, MICHIGAN 48104

OP \$140.00 2403840

900079594

TRADEMARK  
REEL: 003563 FRAME: 0136

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/angela alvarez sujet/
Date:	06/18/2007
<p>Total Attachments: 19</p> <p>source=DreamsSecAgr#page1.tif</p> <p>source=DreamsSecAgr#page2.tif</p> <p>source=DreamsSecAgr#page3.tif</p> <p>source=DreamsSecAgr#page4.tif</p> <p>source=DreamsSecAgr#page5.tif</p> <p>source=DreamsSecAgr#page6.tif</p> <p>source=DreamsSecAgr#page7.tif</p> <p>source=DreamsSecAgr#page8.tif</p> <p>source=DreamsSecAgr#page9.tif</p> <p>source=DreamsSecAgr#page10.tif</p> <p>source=DreamsSecAgr#page11.tif</p> <p>source=DreamsSecAgr#page12.tif</p> <p>source=DreamsSecAgr#page13.tif</p> <p>source=DreamsSecAgr#page14.tif</p> <p>source=DreamsSecAgr#page15.tif</p> <p>source=DreamsSecAgr#page16.tif</p> <p>source=DreamsSecAgr#page17.tif</p> <p>source=DreamsSecAgr#page18.tif</p> <p>source=DreamsSecAgr#page19.tif</p>	

## Intellectual Property Security Agreement

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 6, 2007, is made by (i) **Dreams, Inc.** a Utah corporation, registered in Florida as a foreign corporation under the name Dreams of Utah, Inc. and dba Dreams, Inc. (individually "Dreams", and as authorized agent for each of the other Borrowers "Authorized Agent"), (ii) **Dreams Franchise Corporation**, a California corporation ("Franchise"), (iii) **Dreams Entertainment Inc.**, a Utah corporation ("Entertainment"), (iv) **Dreams Products, Inc.**, a Utah corporation, Inc. ("Products"), (v) **Dreams Retail Corporation**, a Florida corporation ("Retail"), (vi) **Dreams/Pro Sports, Inc.**, a Florida corporation ("Pro Sports"), (vii) **Fansedge Corporation**, a Delaware corporation ("Fansedge"), (viii) **The Greene Organization, Inc.**, a Florida corporation ("Greene"), (ix) **The Sports Collectibles & Auction Borrower, Inc.**, a Florida corporation ("Collectibles"), (x) **Dreams Unique, Inc.**, a Florida corporation ("Unique"), (xi) **StarsLive365, LLC**, a Nevada limited liability corporation ("StarsLive"), and (xii) **365 Las Vegas, L.P.**, a Nevada limited partnership ("Las Vegas" and collectively with Dreams, Franchise, Entertainment, Products, Retail, Pro Sports, Fansedge, Greene, Collectibles, Unique, StarsLive and Las Vegas, referred to herein as the "Grantors" and individually, a "Grantor"), in favor of Comerica Bank, a Michigan banking corporation (the "Bank").

### WITNESSETH:

WHEREAS, Grantors and Bank entered into that certain Letter Agreement dated as of the date hereof (and as may be amended or modified from time to time, the "Credit Agreement"); and

WHEREAS, the Grantors, or a Grantor, own certain Trademarks and Trademark Licenses listed on Schedule I hereto; and

WHEREAS, the Grantors, or a Grantor, own certain Patents and Patent Licenses listed on Schedule II; and

WHEREAS, the Grantor, or a Grantor, own certain Copyrights and Copyright Licenses listed on Schedule III; and

WHEREAS, it is a condition precedent to the obligation of the Bank to make credit advances to Grantors under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Bank;

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement and to make advances to Grantors thereunder and under the Note (as defined below), the Grantors hereby agree with the Bank, as follows:

1. Defined Terms. (a) Unless otherwise defined herein, capitalized terms defined in the Credit Agreement are used herein as defined therein. The following terms shall have the following meanings:

"Agreement": this Intellectual Property Security Agreement, as the same may be amended, supplemented, waived or otherwise modified from time to time.

"Code": the Uniform Commercial Code as from time to time in effect in the State of Michigan.

"Collateral": as defined in Section 2 of this Agreement.

"Copyright License": all license agreements with any other person in connection with any of the Copyrights or such other person's copyrights, whether the Grantors, or any of them, are a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule III hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

"Copyrights": all United States copyrights and mask works, whether or not registered, and all applications for registration of all copyrights and mask works, including, but not limited to all copyrights and mask works, and all applications for registration of all copyrights and mask works identified in Schedule III attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof; (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Copyright Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof); and (c) all rights corresponding thereto and all modifications, adaptations, translations, enhancements and derivative works, renewals thereof, and all other rights of any kind whatsoever of the Grantors, or any of them, accruing thereunder or pertaining thereto (Copyrights and Copyright Licenses being, collectively, the "Copyright Collateral").

"Event of Default": any default or event of default described in the Credit Agreement and lapse of any applicable grace and/or cure periods.

"General Intangibles": as defined in the Code, including, without limitation, all Patents, Copyrights and Trademarks now or hereafter owned by the Grantors, or any of them, to the extent such Patents, Copyrights and Trademarks would be included in General Intangibles under the Code.

"Indebtedness": the collective reference to the unpaid principal of and interest on (including, without limitation, interest accruing after the maturity of the Note and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Grantors, or any of them, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) the Note, and all other obligations and liabilities of the Grantors, or any of them, to the Bank, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which arise under, out of, or in connection

with, the Credit Agreement, the Note, or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees and disbursements of counsel to the Bank).

"Lien": any lien, security interest, pledge, encumbrance or other similar charge, whether voluntary or involuntary and however created.

"Note": the collective reference to the notes issued pursuant to the Credit Agreement and any modifications, amendments, renewals or extensions thereof.

"Patent License": all license agreements with any other person in connection with any of the Patents or such other person's patents, whether the Grantors, or any of them, are a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule II hereto and made a part hereof, subject, in each case, to the terms of such license agreements and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

"Patents": all United States letters patent, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified in Schedule II attached hereto and made a part hereof, and including without limitation (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Patent Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto in the United States and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (Patents and Patent Licenses being, collectively, the "Patent Collateral").

"Trademark License": all license agreements with any other person in connection with any of the Trademarks or such other person's names or trademarks, whether the Grantors is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule I hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all inventory now or hereafter covered by such licenses.

"Trademarks": all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 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), and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and

made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto in the United States and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (Trademarks and Trademark Licenses being, collectively, the "Trademark Collateral").

(b) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Indebtedness, the Grantors hereby assign, pledge and grant to the Bank a security interest in all of the following property now owned or at any time hereafter acquired by the Grantors, or any of them, or in which the Grantors, or any of them, now have or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Trademarks;
- (ii) all Trademark Licenses;
- (iii) all Patents;
- (iv) all Patent Licenses;
- (v) all Copyrights;
- (vi) all Copyright Licenses;
- (vii) all general intangibles connected with the use of or symbolized by the Trademarks, Copyrights and Patents; and
- (viii) to the extent not otherwise included, all proceeds and products of any and all of the foregoing;

3. Grantors Remains Liable; Limitations on Bank's Obligations. Anything herein to the contrary notwithstanding, (a) the Grantors shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties

and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Bank of any of the rights hereunder shall not release the Grantors from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) the Bank shall not have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Bank be obligated to perform any of the obligations or duties of the Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

4. Representations and Warranties. The Grantors represent and warrant as follows:

(a) Title; No Other Liens. Except for the Liens granted to the Bank and liens permitted by the Credit Agreement, the Grantors are (or, in the case of after-acquired Collateral, will be) the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks set forth on Schedule I hereto, the Patents set forth in Schedule II hereto, and the Copyrights set forth in Schedule III hereto free and clear of any and all liens. No security agreement, financing statement or other public notice similar in effect with respect to all or any part of the Collateral is on file or of record in any public office (including, without limitation, the United States Patent and Trademark Office, and the United States Copyright Office) except such as may have been filed in favor of the Bank pursuant to this Agreement.

(b) Perfected First Priority Liens.

(i) This Agreement is effective to create, as collateral security for the Indebtedness, valid and enforceable Liens on the Collateral in favor of the Bank.

(ii) Upon filing of the financing statements delivered to the Bank (and the recording of this Agreement in the United States Patent and Trademark Office and the United States Copyright Office), the Liens created pursuant to this Agreement will constitute valid and perfected Liens on the Collateral in favor of the Bank, which Liens will be prior to all other Liens on the Collateral, and which Liens are enforceable as such against all creditors of and purchasers (except to the extent that the recording of an assignment or other transfer of title to the Bank in the United States Patent and Trademark Office and/or the United States Copyright Office may be necessary for such enforceability) from the Grantors, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether considered in a proceeding in equity or at law).

(c) Consents. No consent of any party (other than the Grantors) to any Patent License, Copyright License or Trademark License constituting Collateral is required, or purports to be required, to be obtained by or on behalf of such Grantor(s) in connection with the execution, delivery and performance of this Agreement that has not been obtained. Each Patent License, Copyright License and Trademark License constituting Collateral is in full force and effect and constitutes a valid and legally enforceable obligation of the Grantors, or any of them, and (to the knowledge of the Grantor(s)) each

other party thereto except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). No consent or authorization of, filing with or other act by or in respect of any governmental authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the Patent Licenses, Copyright Licenses or Trademark Licenses by any party thereto other than those which have been duly obtained, made or performed and are in full force and effect. Neither the Grantors nor (to the knowledge of the Grantors) any other party to any Patent License, Copyright License or Trademark License constituting Collateral is in default in the performance or observance of any of the terms thereof, except for such defaults as would not reasonably be expected, in the aggregate, to have a material adverse effect on the value of the Collateral. The right, title and interest of any Grantor in, to and under each Patent License, Copyright License and Trademark License constituting Collateral are not subject to any defense, offset, counterclaim or claim.

(d) Schedules I, II and III are Complete; All Filings Have Been Made. Set forth in Schedules I, II and III is a complete and accurate list of the Trademarks, Patents and Copyrights owned by the Grantors as of the date hereof. The Grantors (to the best of their knowledge) have made all necessary filings and recordations to protect and maintain their interest in the Trademarks, Patents and Copyrights set forth in Schedules I, II and III, including, without limitation, all necessary filings and recordings, and payments of all maintenance fees, in the United States Patent and Trademark Office and United States Copyright Office to the extent such Trademarks, Patents and Copyrights are material to the Grantors' business. Set forth in Schedules I, II and III is a complete and accurate list of all of the material Trademark Licenses, Patent Licenses and Copyright Licenses owned by the Grantors as of the date hereof.

(e) The Trademarks and Trademark Licenses are Subsisting and Not Adjudged Invalid. As of the date hereof, each trademark registration and trademark application of the Grantors set forth in Schedule I is subsisting as of the date hereof and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and, to the best of the Grantors' knowledge, is valid, registrable and enforceable. As of the date hereof, each of the Trademark Licenses set forth in Schedule I is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of the Grantors' knowledge, is valid and enforceable. As of the date hereof, the Grantors have notified the Bank in writing of all uses of any item of Trademark Collateral of which the Grantors are aware which could reasonably be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Collateral.

(f) The Patent and Patent Licenses are Subsisting and Not Adjudged Invalid. As of the date hereof, each Patent and patent application of the Grantors set forth in Schedule II is subsisting and has not been adjudged invalid, unpatentable or unenforceable, in whole or in part, and, to the best of the Grantors' knowledge, is valid, patentable and enforceable. As of the date hereof, each of the Patent Licenses set forth in Schedule II is validly subsisting and has not been adjudged invalid or unenforceable, in



whole or in part, and, to the best of the Grantors' knowledge, is valid and enforceable. As of the date hereof, the Grantors have notified the Bank in writing of all uses of any item of Patent Collateral material to the Grantors' business of which the Grantors are aware which could reasonably be expected to lead to such item becoming invalid or unenforceable.

(g) The Copyrights and Copyright Licenses are Subsisting and Not Adjudged Invalid. As of the date hereof, each Copyright and application for registration of copyrights or mask works of the Grantors set forth in Schedule III is subsisting and has not been adjudged invalid, uncopyrightable or unenforceable, in whole or in part, and, to the best of the Grantors' knowledge, is valid, copyrightable and enforceable. As of the date hereof, each of the Copyright Licenses set forth in Schedule III is validly subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of the Grantors' knowledge, is valid and enforceable. As of the date hereof, the Grantors have notified the Bank in writing of all uses of any item of Copyright Collateral material to the Grantors' business of which the Grantors are aware which could reasonably be expected to lead to such item becoming invalid or unenforceable.

(h) No Previous Assignments or Releases. As of the date hereof, the Grantors have not made a previous assignment, sale, transfer or agreement constituting a present or future assignment, sale, transfer or encumbrance of any of the Collateral, except with respect to non-exclusive licenses granted in the ordinary course of business or as permitted by this Agreement or the Credit Agreement. As of the date hereof, the Grantors have not granted any license, shop right, release, covenant not to sue, or non-assertion assurance to any person with respect to any part of the Collateral, other than the licenses identified in Schedules I, II and III attached hereto.

(i) Proper Statutory Notice. The Grantors have marked their products with the trademark registration symbol, copyright notices, the numbers of all appropriate patents, the common law trademark symbol or the designation "patent pending," as the case may be, to the extent that it is reasonably and commercially practicable.

(j) No Knowledge of Claims Likely to Arise. Except for the Trademark Licenses, Patent Licenses and Copyright Licenses listed on Schedules I, II and III hereto under which Grantors, or one of them, is a licensee, the Grantors have no knowledge of the existence of any right or any claim (other than as provided by this Agreement) that is likely to be made under or against any item of Collateral contained on Schedules I, II and III.

(k) No Knowledge of Existing or Threatened Claims. No claim has been made and is continuing or, to the best of the Grantors' knowledge, threatened that the use by the Grantors of any item of Collateral is invalid or unenforceable or that the use by the Grantors of any Collateral does or may violate the rights of any person. To the best of the Grantors' knowledge, there is currently no infringement or unauthorized use of any item of Collateral contained on Schedules I, II and III.

5. Covenants. The Grantors covenant and agree with the Bank that, from and after the date of this Agreement until the payment in full of the Indebtedness:

(a) Further Documentation; Pledge of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Bank or the Grantors, as the case may be, and at the sole expense of the Grantors, the Grantors or the Bank, as the case may be, will promptly and duly execute and deliver such further instruments and documents and take such further action as the Bank or the Grantors may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby. The Grantors also hereby authorize the Bank to file any such financing or continuation statement without the signature of the Grantors to the extent permitted by applicable law. A carbon, photostatic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction. The Bank agrees to notify the Grantors and the Grantors agree to notify the Bank of any financing or continuation statement filed by it pursuant to this Section 5(a), provided that any failure to give any such notice shall not affect the validity or effectiveness of any such filing.

(b) Indemnification and Expenses. The Grantors agree to pay, and to save the Bank harmless from, any and all liabilities and reasonable costs and expenses (including, without limitation, reasonable legal fees and expenses) (i) with respect to, or resulting from, any delay by the Grantors in complying with any material requirement of law applicable to any of the Collateral, or (ii) in connection with any of the transactions contemplated by this Agreement, provided that such indemnity shall not be available to the extent that such liabilities, costs and expenses resulted from the gross negligence or willful misconduct of the Bank. In any suit, proceeding or action brought by the Bank under any of the Collateral for any sum owing thereunder, or to enforce any of the Collateral, the Grantors will save, indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense or counterclaim raised in any such suit, proceeding or action.

(c) Maintenance of Records. The Grantors will keep and maintain at its own cost and expense reasonably satisfactory and complete records of the Collateral, and shall mark such records to evidence this Agreement and the Liens and the security interests created hereby. For the Bank's further security, the Bank shall have a security interest in all of the Grantors' books and records pertaining to the collateral, and the Grantors shall permit the Bank or its representatives to review such books and records upon reasonable advance notice during normal business hours at the location where such books and records are kept and at the reasonable request of the Bank.

(d) Right of Inspection. Upon reasonable advance notice to the Grantors or Authorized Agent and at reasonable intervals, the Bank and its respective representatives shall have reasonable access during normal business hours to all the books, correspondence and records of the Grantors. The Bank and its respective representatives may examine the same, and to the extent reasonable take extracts therefrom and make

photocopies thereof, and the Grantors agree to render to the Bank, at the Grantors' reasonable cost and expense, such clerical and other assistance as may be reasonably requested with regard thereto.

(e) Compliance with Laws, etc. The Grantors will comply in all material respects with all requirements of law applicable to the Collateral or any part thereof, except to the extent that the failure to so comply would not be reasonably expected to materially adversely affect in the aggregate the Bank's rights hereunder, the priority of its Liens on the Collateral or the value of the Collateral.

(f) Further Identification of Collateral. The Grantors will furnish to the Bank from time to time such statements and schedules further identifying and describing the Collateral, and such other reports in connection with the Collateral, as the Bank may reasonably request, all in reasonable detail.

(g) Security Interest in Any Newly Acquired Collateral. The Grantors agree that should they obtain an ownership interest in any Trademark, Patent, Copyright, Trademark License, Patent License or Copyright License which is not now a part of the Collateral, (i) the provisions of Section 2 shall automatically apply thereto, (ii) any such Trademark, Patent, Copyright, Trademark License, Patent License and Copyright License shall automatically become part of the Collateral, and (iii) with respect to any ownership interest in any Trademark, Patent, Copyright, Trademark License, Patent License and Copyright License that the Grantors should obtain which the Grantors reasonably deem is material to their business, they shall give notice thereof to the Bank in writing, in reasonable detail, within 30 days after acquiring such ownership interest. The Grantors authorize the Bank to modify this Agreement by amending Schedules I, II and III (and will cooperate reasonably with the Bank in effecting any such amendment) to include on Schedule I any Trademark and Trademark License, on Schedule II any Patent and Patent License and on Schedule III any Copyright and Copyright License of which it receives notice under this Section.

(h) Maintenance of the Trademark Collateral. The Grantors agree to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) defend, enforce, preserve the validity and ownership of, and maintain each Trademark registration and each Trademark License identified on Schedule I hereto, and (ii) pursue each Trademark application now or hereafter identified in Schedule I hereto, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation, infringement and misappropriation proceedings, except, in each case in which the Grantors have reasonably determined that any of the foregoing is not of material economic value to it. The Grantors agree to take corresponding steps with respect to each new or acquired trademark registration, trademark application or any rights obtained under any Trademark License, in each case, which it is now or later becomes entitled, except in each case in which the Grantors have reasonably determined that any of the foregoing is not of

material economic value to it. Any expenses incurred in connection with such activities shall be borne by the Grantors.

(i) Maintenance of the Patent Collateral. The Grantors agree to take all necessary steps, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) defend, enforce, preserve the validity and ownership of, and maintain each Patent and each Patent License identified on Schedule II hereto, and (ii) pursue each patent application, now or hereafter identified in Schedule II hereto, including, without limitation, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, infringement and misappropriation proceedings, except in each case in which the Grantors have reasonably determined that any of the foregoing is not of material economic value to it. The Grantors agree to take corresponding steps with respect to each new or acquired Patent, patent application, or any rights obtained under any Patent License, in each case, which it is now or later becomes entitled, except in each case in which the Grantors have reasonably determined that any of the foregoing is not of material economic value to it. Any expenses incurred in connection with such activities shall be borne by the Grantors.

(j) Maintenance of the Copyright Collateral. The Grantors agree to take all necessary steps, including, without limitation, in the United States Copyright Office or in any court, to (i) defend, enforce, and preserve the validity and ownership of each Copyright and each Copyright License identified on Schedule III hereto, and (ii) pursue each copyright and mask work application, now or hereafter identified in Schedule III hereto, including, without limitation, the payment of applicable fees, and the participation in infringement and misappropriation proceedings, except in each case in which the Grantors have reasonably determined that any of the foregoing is not of material economic value to it. The Grantors agree to take corresponding steps with respect to each new or acquired Copyright, copyright and mask work application, or any rights obtained under any Copyright License, in each case, which they are now or later becomes entitled, except in each case in which the Grantors have reasonably determined that any of the foregoing is not of material economic value to it. Any expenses incurred in connection with such activities shall be borne by the Grantors.

(k) Grantors Shall Not Abandon any Collateral. The Grantors shall not abandon any Trademark registration, Patent, Copyright registration or any pending trademark, copyright, mask work or patent application, without the written consent of the Bank, unless the Grantors shall have previously determined that such use or the pursuit or maintenance of such Trademark registration, Patent, Copyright registration or pending trademark, copyright, mask work or patent application is not of material economic value to it, in which case, the Grantors will, at least annually, give notice of any such abandonment to the Bank in writing.

(l) Infringement of Any Collateral. In the event that the Grantors become aware that any item of the Collateral which the Grantors have reasonably determined to be material to its business is infringed or misappropriated by a third party, the Grantors

shall promptly notify the Bank in writing, in reasonable detail, and shall take such actions as the Grantors or the Bank deem reasonably appropriate under the circumstances to protect such Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense incurred in connection with such activities shall be borne by the Grantors. The Grantors will promptly advise the Bank in writing, in reasonable detail, of any adverse determination or the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any item of the Collateral.

(m) Limitation on Liens on Collateral. The Grantors will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is reasonably necessary to remove, any Lien or material adverse claim on or to any of the Collateral, other than the Liens created by this Agreement, and will defend the right, title and interest of the Bank in and to any of the Collateral against the claims and demands of all persons whomsoever.

(n) Limitations on Dispositions of Collateral. Without the prior written consent of the Bank, the Grantors will not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Collateral, or attempt, offer or contract to do so, unless Grantors have determined an item of Collateral is not of material economic value to it.

(o) Notices. The Grantors will advise the Bank promptly, in reasonable detail, (i) of any Lien (other than Liens created hereby) on, or material adverse claim asserted against, Patents, Copyrights or Trademarks and (ii) of the occurrence of any other event which would reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or the Liens created hereunder.

6. Bank's Appointment as Attorney-in-Fact.

(a) Powers. The Grantors hereby irrevocably constitute and appoint the Bank, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantors and in the name of the Grantors or in its own name, from time to time in the Bank's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, the Grantors hereby give the Bank the power and right, on behalf of the Grantors, without notice to or assent by the Grantors, to do the following at any time after the occurrence and during the continuance of an Event of Default, and to the extent permitted by law:

(i) to execute and deliver any and all agreements, instruments, documents, and papers as the Bank may reasonably request to evidence the Bank's security interest in any of the Collateral;

(ii) in the name of the Grantors or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any general intangible (to the extent that any of the foregoing constitute Collateral) or with respect to any other Collateral and to file any claim or to take any other action or institute any proceeding in any court of law or equity or otherwise deemed appropriate by the Bank for the purpose of collecting any and all such moneys due under any such General Intangible or with respect to any such other Collateral whenever payable;

(iii) to pay or discharge Liens placed on the Collateral, other than Liens permitted under this Agreement; and

(iv) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Bank or as the Bank shall direct; (B) to ask for, or demand, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any proceeds thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Grantors, or any of them, with respect to any of the Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Bank may deem appropriate; (G) subject to any pre-existing rights or licenses, to assign any Patent, Copyright or Trademark constituting Collateral (along with the goodwill of the business to which any such Patent, Copyright or Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Bank shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Bank were the absolute owner thereof for all purposes, and to do, at the Bank's option and the Grantors' expense, at any time, or from time to time, all acts and things which the Bank deems necessary to protect, preserve or realize upon the Collateral and the Bank's Liens thereon and to effect the intent of this Agreement, all as fully and effectively as the Grantors might do.

The Grantors hereby ratify all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until payment in full of the Indebtedness.

(b) Other Powers. The Grantors also authorize the Bank, from time to time if an Event of Default shall have occurred and be continuing, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Bank. The powers conferred on the Bank hereunder are solely to protect the Bank's interests in the Collateral and shall not impose any duty upon the Bank to exercise any such powers. The Bank shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Grantors for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7. Performance by Bank of Grantors' Obligations. If the Grantors fail to perform or comply with any of their agreements contained herein and the Bank, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses incurred by the Bank in connection with such performance or compliance, together with interest thereon at the rate provided in the Credit Agreement, shall be payable by the Grantors to the Bank on demand and shall constitute Indebtedness secured hereby.

8. Proceeds. It is agreed that if an Event of Default shall occur and be continuing, (a) all proceeds of any Collateral received by the Grantors consisting of cash, checks and other near-cash items shall be held by the Grantors in trust for the Bank, segregated from other funds of the Grantors, and at the request of the Bank shall, forthwith upon receipt by the Grantors, be turned over to the Bank in the exact form received by the Grantors (duly indorsed by the Grantors to the Bank, if required by the Bank) and (b) any and all such proceeds received by the Bank (whether from the Grantors or otherwise) may, in the sole discretion of the Bank, be held by the Bank as collateral security for the Indebtedness (whether matured or unmatured) and/or then or at any time thereafter may be applied by the Bank against the Indebtedness then due and owing. Any balance of such proceeds remaining after the payment in full of the Indebtedness shall be paid over to the Grantors or to whomsoever may be lawfully entitled to receive the same.

9. Remedies. If an Event of Default shall occur and be continuing, the Bank may exercise all rights and remedies of a secured party under the Code, and, to the extent permitted by law, all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Indebtedness. Without limiting the generality of the foregoing, the Bank, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon the Grantors or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived) may in such circumstances, to the extent permitted by law, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing) in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Bank or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Bank shall have the right, to the extent permitted by law, upon any such sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Grantors, which right or equity is hereby waived or released. The Grantors further agree, at the Bank's request, upon the occurrence and during the continuance of an Event of Default, to assemble the Collateral and make it available to the Bank

at places which the Bank shall reasonably select, whether at the Grantors' premises or elsewhere. In the event of any sale, assignment, or other disposition of any of the Collateral, the goodwill of the business connected with and symbolized by any Collateral subject to such disposition shall be included, and the Grantors shall supply to the Bank or its designee the Grantors' know-how and expertise relating to the Collateral subject to such disposition, and the Grantors' notebooks, studies, reports, records, documents and things embodying the same or relating to the inventions, processes or ideas covered by, and to the manufacture of any products under or in connection with, the Collateral subject to such disposition, and the Grantors' customer's lists, studies and surveys and other records and documents relating to the distribution, marketing, advertising and sale of products relating to the Collateral subject to such disposition. The Bank shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Bank, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Indebtedness then due and owing, and only after such application and after the payment by the Bank of any other amount required by any provision of law, need the Bank account for the surplus, if any, to the Grantors. To the extent permitted by applicable law, the Grantors waive all claims, damages and demands it may acquire against the Bank arising out of the repossession, retention or sale of the Collateral, other than any such claims, damages and demands that may arise from the gross negligence or willful misconduct of the Bank. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Grantors shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the then outstanding Indebtedness, including the reasonable fees and disbursements of any attorneys employed by the Bank to collect such deficiency.

10. Limitation on Duties Regarding Preservation of Collateral. The Bank's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Bank deals with similar property for its own account. Neither the Bank nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of the Grantors or any other person.

11. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are powers coupled with an interest and are irrevocable until payment in full of the Indebtedness.

12. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.



13. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

14. No Waiver; Cumulative Remedies. The Bank shall not by any act (except by a written instrument pursuant to Section 15 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Bank of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Bank would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

15. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantors and the Bank. This Agreement shall be binding upon the successors and assigns of the Grantors, or any of them, and shall inure to the benefit of the Bank and its successors and assigns, except that the Grantors may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Bank.

16. Notices. All notices, requests and demands to or upon the respective parties hereto shall be made in accordance with the Credit Agreement.

17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

18. Release of Collateral and Termination. At such time as the payment in full of the Indebtedness, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Bank hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors.

19. Joint and Several All undertakings, warranties and covenants made by Debtors and all rights, powers and authorities given to or conferred upon Bank are made or given jointly and severally. Waiver of Jury Trial. The Grantors hereby waive any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this Agreement.

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTORS**

DREAMS, INC., on its own behalf and as  
Authorized Agent for and on behalf of all other  
Borrowers:

DREAMS FRANCHISE CORPORATION,  
DREAMS ENTERTAINMENT, INC.  
DREAMS PRODUCTS, INC.  
DREAMS RETAIL CORPORATION  
DREAMS/PRO SPORTS, INC.  
FANSEDGE CORPORATION  
THE GREENE ORGANIZATION, INC.  
THE SPORTS COLLECTIBLES & AUCTION  
COMPANY, INC.  
DREAMS UNIQUE, INC.  
STARSLIVE365, LLC  
365 LAS VEGAS, L.P.

By: David M. Greene

Title: Senior Vice-president

## Schedule I

### TRADEMARKS AND TRADEMARK LICENSES

#### I. TRADEMARKS

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
FANSEDGE (and Design)	75/774999	2,403,840	8/13/1999	11/14/2000	Fans Edge Incorporated (a Delaware corporation)
MOUNTED MEMORIES	75/490459	2,392,570	5/26/1998	10/10/2000	Dreams Products, Inc. (a Utah corporation)
QUICKSHIP (Stylized)	77/044684	n/a	11/15/2006	n/a	Dreams, Inc. (a Utah corporation)
MOUNTED MEMORIES	77/035312	n/a	11/2/2006	n/a	Dreams Products, Inc. (a Florida corporation)
I'M SORRY I BET ON BASEBALL	77/009689	n/a	9/28/2006	n/a	Dreams, Inc. (a Utah corporation)

#### II. TRADEMARK LICENSES

1. Merchandising License Agreement between Universal Studios Licensing, Inc. and Dreams Franchise Corporation, dated June 1, 1990, as amended, for "Field of Dreams".
2. License Agreement between NFL Properties, Inc. and Dreams Products, Inc.
3. License Agreement between MLB and Dreams Products, Inc.
4. License Agreement between National Association for Stock Car Auto Racing, Inc. and Dreams, Inc., d/b/a Mounted Memories, dated September 1, 2002.

**Schedule II**

**PATENTS AND PATENT LICENSES**

**I. PATENTS**

None.

**II. PATENTS IN THE APPLICATION PROCESS**

None.

**III. INVENTIONS**

None.

**Schedule III**

**COPYRIGHTS AND COPYRIGHT LICENSES**

**I. COPYRIGHTS**

None.

**II. COPYRIGHTS IN THE APPLICATION PROCESS**

None.

**III. COPYRIGHT LICENSES**

None.

**IV. COPYRIGHTABLE WORKS OF ORIGINAL AUTHORSHIP**

None.