

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
Dreams, Inc.		07/23/2010	CORPORATION: UTAH
Dreams Franchise Corporation		07/23/2010	CORPORATION: CALIFORNIA
Dreams Products, Inc.		07/23/2010	CORPORATION: UTAH
Dreams Retail Corporation		07/23/2010	CORPORATION: FLORIDA
Dreams Paramus, LLC		07/23/2010	LIMITED LIABILITY COMPANY: FLORIDA
Dreams / Pro Sports, Inc.		07/23/2010	CORPORATION: FLORIDA
Fansedge Incorporated		07/23/2010	CORPORATION: DELAWARE
RIOFOD, L.P.		07/23/2010	LIMITED PARTNERSHIP: NEVADA
CAEFOD, L.P.		07/23/2010	LIMITED PARTNERSHIP: NEVADA
SWFOD, L.P.		07/23/2010	LIMITED PARTNERSHIP: NEVADA
StarsLive365, LLC		07/23/2010	LIMITED LIABILITY COMPANY: NEVADA
The Greene Organization, Inc.		07/23/2010	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	191 Peachtree Street, NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	banking association: ALABAMA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3477236	MOUNTED MEMORIES
Registration Number:	2403840	FANSEGE

TRADEMARK

900167851

REEL: 004248 FRAME: 0495

CH \$90.00 3477236

Registration Number:	3517029	QUICKSHIP
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CORRESPONDENCE DATA

Fax Number: (404)522-8409

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

Phone: 404-420-5527

Email: rbirdwell@phrd.com

Correspondent Name: Rhonda J. Birdwell, Paralegal -- PHR&D

Address Line 1: 285 Peachtree Center Avenue

Address Line 2: Suite 1500

Address Line 4: Atlanta, GEORGIA 30303

ATTORNEY DOCKET NUMBER:	3717-164
NAME OF SUBMITTER:	Bobbi Acord
Signature:	/ba/
Date:	07/27/2010

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 23rd day of July, 2010, among **REGIONS BANK**, an Alabama banking corporation, having an office at 191 Peachtree St., NE, Atlanta, Georgia 30303 (together with its successors and assigns, "Lender"), **DREAMS, INC.**, a Utah corporation ("Parent"), **DREAMS FRANCHISE CORPORATION**, a California corporation ("Dreams Franchise"), **DREAMS PRODUCTS, INC.**, a Utah corporation ("Dreams Products"), **DREAMS RETAIL CORPORATION**, a Florida corporation ("Dreams Retail"), **DREAMS PARAMUS, LLC**, a Florida limited liability company ("Dreams Paramus"), **DREAMS / PRO SPORTS, INC.**, a Florida corporation ("Pro Sports"), **FANSEGE INCORPORATED**, a Delaware corporation ("Fansedge"), **RIOFOD, L.P.**, a Nevada limited partnership ("RIOFOD"), **CAEFOD, L.P.**, a Nevada limited partnership ("CAEFOD"), **SWFOD, L.P.**, a Nevada limited partnership ("SWFOD"), **STARSLIVE365, LLC**, a Nevada limited liability company ("StarsLive"), **365 LAS VEGAS, L.P.**, a Nevada limited partnership ("365 Las Vegas"), and **THE GREENE ORGANIZATION, INC.**, a Florida corporation ("Greene Organization"; Parent, Dreams Retail, Dreams Entertainment, Dreams Products, Dreams Franchise, Dreams Paramus, Pro Sports, Fansedge, RIOFOD, CAEFOD, SWFOD, StarsLive, 365 Las Vegas, and Greene Organization are collectively referred to herein as "Companies" and individually as a "Company"), each having its principal place of business at Two South University Drive, Suite 325, Plantation, Florida 33324.

Recitals:

The Companies have entered into or may hereafter enter into a certain Loan and Security dated on or about the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), by and among the Companies and Lender.

A condition to the Lender's willingness to enter into the Loan Amendment is Companies' execution and delivery of this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Companies hereby agree with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement. As used herein, the term "Full Payment" shall mean full and final payment of the Obligations and termination of the Commitments.

2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Lender, a continuing security interest in and Lien upon all of the following property of such Company, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from

time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Companies' business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Lender that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is registered in that office and that is listed on Exhibit A attached hereto, enforceable against Companies and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Each of the Trademarks is valid and enforceable;

(e) The Companies are the sole and exclusive owners of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens except Permitted Liens, charges and encumbrances (except licenses permitted pursuant to Section 5 below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by any Company not to sue third Persons, except Permitted Liens.

(f) The Companies have the right to enter into this Agreement and fully perform its terms; and

(g) The Companies have used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with their use of the Trademarks and have made, and will continue to make all appropriate filings with the United States Patent and Trademark Office and any applicable foreign filing offices to maintain the Trademarks in existence, including, without limitation, filing all necessary documents with the United States Patent and Trademark Office and any applicable foreign filing offices for each Trademark to maintain it without loss of protection therefor.

4. The Companies covenant and agree with Lender that:

(a) The Companies will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Lender's request, provide Lender quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Companies; and

(b) Except for Trademarks abandoned by the Companies in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), the Companies have used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of the Companies in the regular and ordinary course of the Companies' business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Companies' obligations under this Agreement.

6. If, before Full Payment of all of the Obligations, any Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 2 shall automatically apply thereto and the Companies shall give to Lender prompt notice thereof in writing.

7. Each Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications.

8. Each Company hereby grants to Lender, and its employees and agents, the visitation, audit, and inspection rights with respect to Companies and the Collateral as set forth in the Loan Agreement.

9. At any time that an Event of Default exists, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies of a secured party under the UCC and all other rights and remedies under applicable law. Without limiting the generality of the foregoing, Lender may immediately following the occurrence of an Event of Default or at any time during the existence thereof, without demand of performance and without notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to any Company, each of which the Companies hereby expressly waive, collect directly any payments due any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Trademark Collateral, or any interest that any Company may have therein. Each Company hereby agrees that ten (10) days notice to the Companies of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by

applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations, in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of all of the Obligations shall be paid over to the Companies. If any deficiency shall arise, the Companies and each Guarantor of the Obligations shall remain jointly and severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Lender, and any officer or agent of Lender as Lender may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of all of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees or Liens, or otherwise, in protecting, maintaining and preserving any Trademark Collateral or in defending or prosecuting any actions or proceedings arising out of or related to any Trademark Collateral, shall be borne and paid by the Companies (it being the intent of the Companies and Lender that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Lender in its sole discretion, shall be reimbursed by the Companies to Lender **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable to Base Rate Loans.

12. The Companies shall use their commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. The Companies shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any trademark application for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of all of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to Companies' reasonable discretion in the ordinary course of business, or, during the existence of an Event of Default, promptly upon Lender's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce each Trademark and to do any and all acts that are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any

expenses incurred in connection with such an application or proceedings shall be borne by the Companies. No Company shall abandon any right to file a trademark application, or any pending trademark application or Trademark, without the prior written consent of Lender, which consent shall not be unreasonably withheld, unless the Companies have determined that such trademark application or Trademark is no longer necessary or material to the conduct of their business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, Lender shall have the right, at any time that an Event of Default exists, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Trademarks or license hereunder, in either of which events the Companies shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender in aid of such enforcement or defense and the Companies shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 13.

14. If any Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then, to the extent permitted by applicable law, Lender may discharge such obligations in the Companies' name or in Lender's name, in Lender's sole discretion, but at the Companies' expense, and the Companies agree to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as provided in Section 7 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of each Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Lender.

20. Each Company hereby waives notice of Lender's acceptance hereof.

21. **This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.**


22. **To the fullest extent permitted by applicable law, each Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Signatures commence on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the day and year first written above.

COMPANIES:

DREAMS, INC.

By: 
Dorothy Sillano, Chief Financial Officer

[CORPORATE SEAL]

DREAMS FRANCHISE CORPORATION

By: 
Dorothy Sillano, Vice President

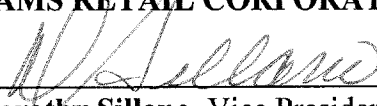
[CORPORATE SEAL]

DREAMS PRODUCTS, INC.

By: 
Dorothy Sillano, Vice President

[CORPORATE SEAL]

DREAMS RETAIL CORPORATION

By: 
Dorothy Sillano, Vice President

[CORPORATE SEAL]

DREAMS PARAMUS, LLC

By: Dreams Retail Corporation, its Managing
Member

By: 
Dorothy Sillano, Vice President

[SEAL]

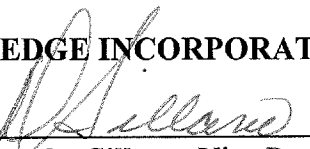
[Signatures continue on following page.]

DREAMS / PRO SPORTS, INC.

By: 
Dorothy Sillano, Vice President

[CORPORATE SEAL]

FANSEGE INCORPORATED

By: 
Dorothy Sillano, Vice President

[CORPORATE SEAL]

RIOFOD, L.P.

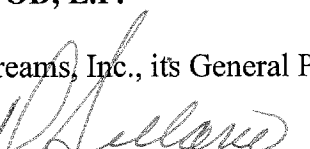
By: Dreams, Inc., its General Partner

By: 
Dorothy Sillano, Chief Financial Officer

[SEAL]

CAEFOD, L.P.

By: Dreams, Inc., its General Partner

By: 
Dorothy Sillano, Chief Financial Officer

[SEAL]

SWFOD, L.P.

By: Dreams, Inc., its General Partner

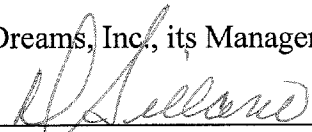
By: 
Dorothy Sillano, Chief Financial Officer

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[Signatures continue on following page.]

STARSLIVE365, LLC

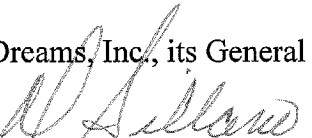
By: Dreams, Inc., its Manager

By: 
Dorothy Sillano, Chief Financial Officer

[SEAL]


365 LAS VEGAS, L.P.

By: Dreams, Inc., its General Partner

By: 
Dorothy Sillano, Chief Financial Officer

[SEAL]

THE GREENE ORGANIZATION, INC.

By: 
Dorothy Sillano, Vice President

[CORPORATE SEAL]

Accepted in Atlanta, Georgia:

REGIONS BANK

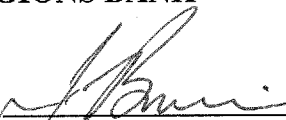
By: 
James Barwis, Senior Vice President

EXHIBIT A

Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Dreams Products, Inc.	Mounted Memories	3,477,236	July 29, 2008
FansEdge Incorporated	FANSEGE (and Design)	2,403,840	November 14, 2000
Dreams, Inc.	QUICKSHIP (Stylized)	3,517,029	October 14, 2008

Trademark Applications

None.

EXHIBIT B

CERTIFICATE

The undersigned officer of each of **DREAMS, INC.**, a Utah corporation, **DREAMS FRANCHISE CORPORATION**, a California corporation, **DREAMS PRODUCTS, INC.**, a Utah corporation, **DREAMS RETAIL CORPORATION**, a Florida corporation, **DREAMS PARAMUS, LLC**, a Florida limited liability company, **DREAMS / PRO SPORTS, INC.**, a Florida corporation, **FANSEGE INCORPORATED**, a Delaware corporation, **RIOFOD, L.P.**, a Nevada limited partnership, **CAEFOD, L.P.**, a Nevada limited partnership, **SWFOD, L.P.**, a Nevada limited partnership, **STARSLIVE365, LLC**, a Nevada limited liability company), **365 LAS VEGAS, L.P.**, a Nevada limited partnership, and **THE GREENE ORGANIZATION, INC.**, a Florida corporation (collectively, the "Companies"), DOES HEREBY CERTIFY to **REGIONS BANK** ("Lender") that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated July ___, 2010, among the Companies and Lender (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this ____ day of _____, _____.

By: _____
Title: _____