

EXHIBIT 11

Case No. C 07 0943 WHA

Parrish v. National Football League Players Association, et al.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

Bernard Partish, et al.,

Plaintiffs,

v.

Case No. C 07 0943 WHA

National Football League Players Association,
et al.,

Defendants.

DECLARATION OF LINDA CASTILLON

I, Linda Castillon, declare as follows:

1. I am Vice President of Licensing of Fathead LLC ("Fathead"). I am the person who has been principally responsible for licensing negotiations with Players Inc since Fathead was founded. I am over twenty-one years of age and have personal knowledge of each of the facts stated herein. If called upon to testify, I could and would testify completely thereto.

2005 License Agreement

2. I was responsible for negotiating a license agreement with Players Inc that became effective on March 1, 2005 (the "2005 License Agreement").

3. The 2005 License Agreement was not intended to, and did not, include the rights of any retired players. Rather, the 2005 License Agreement includes the rights of active players only, and all money paid by Fathead pursuant to the 2005 License Agreement was paid for the rights to active players only. Fathead's and Players Inc's mutual understanding that the 2005 License Agreement included only active players was discussed orally and is also reflected in the language of the 2005 License Agreement.

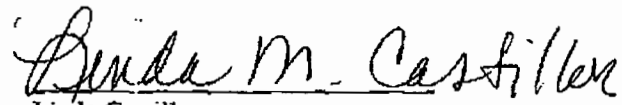
4. To the limited extent that Fathead has sought to acquire the rights of retired players for use in Fathead's products, Fathead has entered into separate

agreements, and paid additional money, to acquire those retired players' rights. The only retired players whose rights Fathead has sought to acquire are "superstar" retired players such as Joe Montana, John Elway, and Dan Marino.

2007 License Agreement

5. I was also responsible for negotiating a license agreement with Players Inc with an effective date of March 1, 2007 (the "2007 License Agreement"). Just as with respect to the 2005 License Agreement, the 2007 License Agreement included the rights of active players only, and all revenues paid by Fathead pursuant to the 2007 License Agreement were paid for the rights of active players only. To the extent that Fathead wishes to acquire the rights to use retired players in its products, Fathead must pay additional money, and enter into separate agreements, to acquire such rights.

I declare under the penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct and that this declaration was in executed in SAN DIEGO California, on June 7th, 2008.


Linda Castillon