

# **EXHIBIT 43**

**Case No. C 07 0943 WHA**

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

## LICENSE AGREEMENT

This Agreement is made and entered into this 13th day of July, 2006 by and between STATS LLC with offices at 8130 Lehigh Avenue, Morton Grove, IL 60053 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: *Douglas F. Allen*

Title: *President*

STATS LLC

By: *Harry Allen*

Title: *CEO*

## LICENSE AGREEMENT

This Agreement is made and entered into this 7<sup>th</sup> day of June, 2006 by and between Vulcan Sports Media, Inc, d/b/a The Sporting News with offices at 475 Park Avenue South, 27th Floor, New York, NY 10016 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of fantasy football games distributed over the internet (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

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sublicensed or otherwise encumbered by Licensee or by operation of law to any other person, or entity. Such other encumbrance shall include, without limitation, distribution agreements, cobranding agreements, or agreements to provide a fantasy football software engine utilizing the trademarks and names of PLAYERS INC or the identity of any NFL player listed in the Player Agreement Report, with any other person or entity. Upon any such attempted unapproved assignment, mortgage, license, sublicense or other encumbrance, PLAYERS INC shall have the unlimited right to terminate this Agreement and upon such termination all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC. In addition, unless PLAYERS INC has given its prior written consent, PLAYERS INC may terminate this Agreement, at its sole discretion, in the event that Licensee is merged, consolidated, transfers all or substantially all of its assets, or implements or suffers any material change in executive management or control, or upon any transfer of more than thirty-five percent (35%) of its voting control other than through a public offering and other than to an affiliated company. If, in its sole discretion, PLAYERS INC shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC.

20. CONSTRUCTION. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

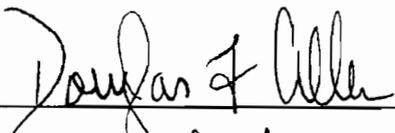
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

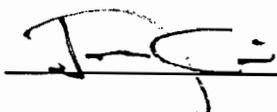
The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE

Vulcan Sports Media, Inc, d/b/a The Sporting News

PLAYERS INCORPORATED

By: 

By: 

Title: President

Title: VP/GM online

## LICENSE AGREEMENT

This Agreement is made and entered into this 24<sup>th</sup> day of January, 2007 by and between Pro Trade, Inc. with offices at 155 Bovet Road, 5<sup>th</sup> Floor, San Mateo, CA 94402 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract (see Attachment "C"), which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above (collectively, the "Licensed Marks"), for the creation, distribution and promotion (including internet and offline promotion) of product(s) in the form of Fantasy Football Games (as defined below) distributed over the internet (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC as set forth herein. As used herein, "Fantasy Football Games" or "Games" means Licensee's team

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effected solely for purposes of changing Licensee's jurisdiction of incorporation. If, in its sole discretion, PLAYERS INC shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC.

20. CONSTRUCTION. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

Pro Trade, Inc.

By: Andrew Feller By: [Signature]

Title: COO Title: CEO

## LICENSE AGREEMENT

This Agreement is made and entered into this 23<sup>rd</sup> day of January, 2004 by and between Fanball Interactive, LLC d/b/a Fanball.com with offices at 212 3<sup>rd</sup> Avenue, North, Suite 586, Minneapolis, MN 55401 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2003.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Authorization, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Authorization, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet or by other electronic means (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

1/19/2004

20. CONSTRUCTION. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: Douglas F. Allen

Title: President

FANBALL INTERACTIVE, LLC

By: RA P. O'D

Title: President

## LICENSE AGREEMENT

This Agreement is made and entered into this 18th day of August, 2005 by and between CDM FANTASY SPORTS, INC., a Missouri Corporation, with offices at 11756 Borman Drive, Suite 220, St. Louis, MO 63146 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2005.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Authorization, either in the form attached hereto as Attachment A or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Authorization, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of fantasy football game(s) distributed over the internet and in print form (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC., which consent has already been given, for the 2005 license period only, as to those games listed in Schedule A, and as to those NFL players listed in Schedule B.

(B) The rights, licenses and privileges granted by PLAYERS INC hereunder shall not constitute or be used by Licensee as a testimonial or an endorsement of any product, service, or event by all or any of the players, or by PLAYERS INC. In the event Licensee is interested in

with any other person or entity. Notwithstanding the foregoing, licensee's games may be co-branded or sponsored by USA Today.

20. CONSTRUCTION.

This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

CDM FANTASY SPORTS, INC.

By: Lawrence A. Allen

By: Charles Matthews

Title: President

Title: President

## LICENSE AGREEMENT

This Agreement is made and entered into this 12<sup>th</sup> day of June, 2003 by and between All Sport Entertainment with offices at 4130 N. Goldwater Blvd., Suite 233, Scottsdale, AZ 85251 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2003.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Authorization, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Authorization, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet or by other electronic means (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

5/27/2003

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: Douglas F Alb  
Title: President

All Sport Entertainment

By: Walter R. [Signature]  
Title: President

## LICENSE AGREEMENT

This Agreement is made and entered into this 8<sup>th</sup> day of July, 2005 by and between America Online, Inc. with offices at 22070 Broderick Drive, Dulles, VA 20166 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2005.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Authorization, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Authorization, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet or by other electronic means; provided that such other electronic means do not include wireless devices unless such wireless devices connect to the licensed product(s) via the Internet) (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

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20. CONSTRUCTION. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: *Douglas F. Allen*  
Title: *President*

America Online, Inc.

By: *[Signature]*  
Title: *SVP*

## LICENSE AGREEMENT

This Agreement is made and entered into this <sup>June</sup>~~May~~ 7<sup>th</sup> day of ~~May~~, 2007 by and between American City Business Journals, Inc. d/b/a Sporting News, Delaware Corporation with offices at 475 Park Avenue South, 27th Floor, New York, NY 10016 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of fantasy football games distributed over the internet (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

(B) The rights, licenses and privileges granted by PLAYERS INC hereunder shall not constitute or be used by Licensee as a testimonial or an endorsement of any product, service, or event by all or any of the players, or by PLAYERS INC. In the event Licensee is interested in

upon any transfer of more than thirty-five percent (35%) of its voting control other than through a public offering and other than to an affiliated company. If, in its sole discretion, PLAYERS INC shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC.

20. CONSTRUCTION. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

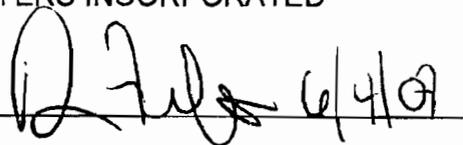
The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE

American City Business Journals, Inc, d/b/a  
Sporting News, Delaware Corporation

PLAYERS INCORPORATED

By:

 6/4/07

By:



Title:

COO

Title:

6/7/07 PRESIDENT

## LICENSE AGREEMENT

This Agreement is made and entered into this \_\_\_ day of July, 2006 by and between AOL LLC (formerly known as America Online, Inc.) with offices at 22070 Broderick Drive, Dulles, VA 20166 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Authorization, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Authorization, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet or by other electronic means; provided that such other electronic means do not include wireless devices unless such wireless devices connect to the licensed product(s) via the Internet) (hereinafter referred to as "the licensed product(s)").

EXECUTION

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

America Online, Inc.

By: Douglas F. Allen

By: [Signature]

Title: President

Title: VP

Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

(B) The rights, licenses and privileges granted by PLAYERS INC hereunder shall not constitute or be used by Licensee as a testimonial or an endorsement of any product, service, or event by all or any of the players, or by PLAYERS INC. In the event Licensee is interested in securing an individual player's personal endorsement of the licensed product(s), Licensee further agrees and acknowledges that such endorsement will require the personal approval of the individual player and approval of PLAYERS INC and a separate payment to PLAYERS INC. All contact with such player or player's agent related in any way to the licensed product(s) shall be made by PLAYERS INC. Licensee further agrees and acknowledges that any player who is committed individually by contract for products or services competitive with those of Licensee may be required to cease from further inclusion in this Agreement, provided, however, that the use of such player for such products and services shall be on an individual basis and shall not be combined with the use of five or more other NFL players.

3. PREMIUM/GIVEAWAY RESTRICTION. The Grant of License set forth in Paragraph 2 of this Agreement applies only to the creation, marketing, promotion and distribution of the licensed product(s) and the sale of such advertising and promotional rights directly on Licensee's fantasy football property discussed in Paragraph 2 hereof as an element of licensed product(s), and except as described above in this sentence shall not permit the use of licensed products as a "premium item" or "give-away" to be included with products, services or events; provided, however that Licensee shall be permitted to promote the sale of Licensed product(s), subject to prior written approval by PLAYERS INC and in a manner consistent with the provisions of the Agreement. Any such promotion using the licensed product(s) herein as premium items shall require a separate agreement between PLAYERS INC and Licensee or other sponsor of the promotion, with separate terms and conditions, and nothing contained herein shall obligate either PLAYERS INC or Licensee to enter into such an agreement. The foregoing limitations do not apply to fee-free licensed product(s) which are given away by Licensee.

4. TERRITORY. Licensee shall have the right to utilize the rights granted hereunder for distribution of the licensed product(s) in the following territory: worldwide.

5. TERM.

(A) The term of this Agreement shall extend from March 1, 2006 to February 28, 2007 (hereinafter referred to as the "Original License Period") unless terminated in accordance with the provisions hereof.

(B) Licensee acknowledges and agrees that Licensee has and shall have no right to extend or renew this Agreement beyond the term and renewal options, if any, stated herein. No conduct by either Licensor or Licensee (including without limitation, any approvals granted pursuant to Paragraph 12 hereof) shall create, imply or infer a new license agreement or an extension of the stated term and renewal options, if any, of this Agreement, unless same is

with any other person or entity. Notwithstanding the foregoing, licensee's games may be co-branded or sponsored by USA Today.

20. CONSTRUCTION.

This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: *Douglas F. Alb*  
Title: *President*

CDM FANTASY SPORTS, INC.

By: *Carroll Matthews*  
Title: *President*

## LICENSE AGREEMENT

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2006 by and between ESPN/Starwave Partners, d/b/a ESPN Internet Venture with offices at 19 East 34th Street, 6<sup>th</sup> Floor, New York, NY 10016 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game and/or 3 Play game distributed over the internet via any connection speed (including broadband) or by wireless or other electronic or digital means, and related fantasy football applications (e.g., wireless fantasy football text messaging and "command and control" access via wireless devices and networks, game consoles and other devices/networks) (hereinafter referred to as "the licensed product(s)"); provided, however, that the specific

EXECUTION

manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

(B) The rights, licenses and privileges granted by PLAYERS INC hereunder shall not constitute or be used by Licensee as a testimonial or an endorsement of any product, service, or event by all or any of the players, or by PLAYERS INC. In the event Licensee is interested in securing an individual player's personal endorsement for a product licensed hereunder, Licensee further agrees and acknowledges that such endorsement will require the personal approval of the individual player and approval of PLAYERS INC and a separate payment to PLAYERS INC. All contact with such player or player's agent shall be made by PLAYERS INC unless PLAYERS INC agrees otherwise. Licensee further agrees and acknowledges that any player who is committed individually by contract for products or services competitive with those of Licensee may be required to cease from further inclusion in this Agreement, provided, however, that the use of such player for such products and services shall be on an individual basis and shall not be combined with the use of five or more other NFL players, and PLAYERS INC agrees that, after PLAYERS INC has granted approval to Licensee to use a player in the licensed product(s) for an NFL season, no such player shall be excluded during that NFL season pursuant to this clause.

3. PREMIUM/GIVEAWAY RESTRICTION. The Grant of License set forth in Paragraph 2 of this Agreement applies only to the creation, marketing, promotion, sale, distribution and use of the licensed product(s) and the sale of such advertising and promotional rights directly on Licensee's fantasy football property discussed in Paragraph 2 hereof as an element of licensed product(s), and except as described above in this sentence shall not permit the use of licensed products as a "premium item" or "give-away" to be included with non-licensed products, services or events to promote the sale of such non-licensed products, services or events; provided, however that Licensee shall be permitted to promote the sale of Licensed product(s), subject to prior written approval by PLAYERS INC and in a manner consistent with the provisions of this Agreement. Any such promotion using the licensed product(s) herein as premium items shall require a separate agreement between PLAYERS INC and Licensee or other sponsor of the promotion, with separate terms and conditions, and nothing contained herein shall obligate either PLAYERS INC or Licensee to enter into such an agreement. Notwithstanding the foregoing and without in any way limiting Licensee's rights hereunder, Licensee shall be permitted to provide up to 200 units of each paid licensed product(s) at no cost when done exclusively for customer relations reasons (e.g., satisfying an unhappy customer).

4. TERRITORY. Licensee shall have the right to utilize the rights granted hereunder for distribution of the licensed product(s) in the following territory: Worldwide.

5. TERM.

(A) The term of this Agreement shall extend from March 1, 2006 to February 28, 2007 (hereinafter referred to as the "Original License Period") unless terminated in accordance with the provisions hereof.

19. **NON-ASSIGNABILITY.** This Agreement and all rights and duties hereunder are personal to Licensee and shall not, without written consent of PLAYERS INC, be assigned, mortgaged, sublicensed or otherwise encumbered by Licensee or by operation of law to any other person, or entity. Such other encumbrance shall include third party agreements such as, without limitation, distribution agreements, co-branding agreements, or agreements to provide a fantasy football software engine utilizing the trademarks and names of PLAYERS INC or the identity of any NFL player listed in the Player Agreement Report. Upon any such attempted unapproved assignment, mortgage, license, sublicense or other encumbrance, this Agreement shall terminate and all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC. In addition, PLAYERS INC may terminate this Agreement, at its sole discretion, in the event that Licensee is merged, consolidated, transfers all or substantially all of its assets, or implements or suffers any material change in executive management or control, or upon any transfer of more than fifty percent (50%) of its voting control. If, in its sole discretion, PLAYERS INC shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC.

20. **CONSTRUCTION.** This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

21. **CONFIDENTIALITY.** Except as may be required in connection with filings with governmental agencies or courts, or except as may be required under applicable law, each party shall keep confidential and shall not disclose to any other person or entity other than its affiliates or its or their officers and employees on a need-to-know basis, or to its respective lawyers and accountants, the material terms and provisions of this Agreement. To the extent that information regarding this Agreement is revealed in accordance with this Paragraph 21, the revealing party shall use its reasonable commercial efforts to ensure that each person or entity receiving such information shall maintain it in confidence. The preceding paragraph shall survive for a period of two (2) years following expiration or termination of this Agreement.

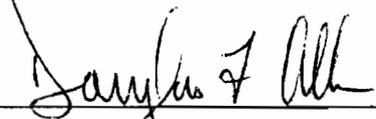
IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
President

ESPN/Starwave Partners, d/b/a ESPN Internet  
Venture

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
Tim Downar  
\_\_\_\_\_  
Vice President

## LICENSE AGREEMENT

This Agreement is made and entered into this 16<sup>th</sup> day of June, 2006, by and between Excalibur Electronics, Inc. with offices at 13755 SW 119<sup>th</sup> Avenue, Miami, FL 33186 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of FANTASY FOOTBALL DRAFT BOARD GAME (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used on the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

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19. **NON-ASSIGNABILITY.** This Agreement and all rights and duties hereunder are personal to Licensee and shall not, without written consent of PLAYERS INC, be assigned, mortgaged, sublicensed or otherwise encumbered by Licensee or by operation of law to any other person, or entity. Upon any such attempted unapproved assignment, mortgage, license, sublicense or other encumbrance this Agreement shall terminate and all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC. In addition, PLAYERS INC may terminate this Agreement, at its sole discretion, in the event that Licensee is merged, consolidated, transfers all or substantially all of its assets, or implements or suffers any material change in executive management or control, or upon any transfer of more than twenty-five percent (25%) of its voting control. If, in its sole discretion, PLAYERS INC shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC.

20. **CONSTRUCTION.** This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: *Douglas F. Allen*

Title: *President*

Excalibur Electronics, Inc.

By: *Lee Hester*

Title: *VP, Licensing*

## LICENSE AGREEMENT

This Agreement is made and entered into this 7<sup>th</sup> day of June, 2006 by and between F&W Publications, Inc. with offices at 700 East State Street, Iola, WI 54990-0001 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

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event that Licensee is merged, consolidated, transfers all or substantially all of its assets, or implements or suffers any material change in executive management or control, or upon any transfer of more than twenty-five percent (25%) of its voting control. If, in its sole discretion, PLAYERS INC shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC.

20. CONSTRUCTION. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

F&W PUBLICATIONS, INC.

By: Douglas F Allen

By: David Stewart

Title: President

Title: CEO

## LICENSE AGREEMENT

This Agreement is made and entered into this 22nd day of June, 2004 by and between Fantasy Sports Championships, Inc. with offices at 375 Packetts Landing, Fairport, New York 14450 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2003.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Authorization, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Authorization, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, uniform numbers), pictures, photographs, voices, facsimile signatures and/or biographical information including, without limitation, statistics (collectively hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game **called The World Championship of Fantasy Football as generally described in Attachment "C"** and subject to such reasonable modification as Licensee may hereinafter make to such game provided that no such modification shall violate the terms of this Agreement (hereinafter referred to as "the licensed product"). Provided, however, that the specific manner in which the rights licensed

6/21/2004



hereunder are to be used in the creation, distribution and promotion of the licensed product shall require the prior written consent of PLAYERS INC.

(B) The rights, licenses and privileges granted by PLAYERS INC hereunder shall not constitute or be used by Licensee as a testimonial or an endorsement of any product, service, or event by all or any of the players, or by PLAYERS INC. In the event Licensee is interested in securing an individual player's personal endorsement, Licensee further agrees and acknowledges that such endorsement will require the personal approval of the individual player and approval of PLAYERS INC and a separate payment to PLAYERS INC which payment shall count toward Licensee's obligations under Paragraph 15(e) of this Agreement. All contact with such player or player's agent shall be made by PLAYERS INC. Subject to Paragraphs 5(A) and 12(B) of this Agreement, Licensee further agrees and acknowledges that any player who is committed individually by contract for products or services competitive with those of Licensee may be required to cease from further inclusion in this Agreement, provided, however, that the use of such player for such products and services shall be on an individual basis and shall not be combined with the use of five or more other NFL players.

(C) It is understood that this Agreement includes the granting, during the term of the Agreement, of the right to use factual data, including, but not limited to factual data associated with the rights licensed in this Paragraph 2; and that, notwithstanding any other provision of this Agreement, following expiration or termination of this Agreement for any reason, the rights of the parties hereto with respect to the use of such factual data shall be the same as they were prior to entering into this Agreement.

3. PREMIUM/GIVEAWAY RESTRICTION. The Grant of License set forth in Paragraph 2 of this Agreement applies only to the creation, marketing, promotion and distribution of the licensed product and the sale of such advertising and promotional rights directly on Licensee's fantasy football property discussed in Paragraph 2 hereof as an element of the licensed product, and except as described above in this sentence shall not permit the use of licensed products as a "premium item" or "give-away" to be included with other products, services or events; provided, however that Licensee shall be permitted to promote the sale of Licensed product(s), subject to prior written approval by PLAYERS INC and in a manner consistent with the provisions of the Agreement. Any such promotion using the licensed product herein as premium items shall require a separate agreement between PLAYERS INC and Licensee or other sponsor of the promotion, with separate terms and conditions, and nothing contained herein shall obligate either PLAYERS INC or Licensee to enter into such an agreement.

4. TERRITORY. Licensee shall have the right to utilize the rights granted hereunder for distribution of the licensed product in the following territory: Worldwide.

5. TERM.

(A) The term of this Agreement shall extend from March 1, 2003 to February 28, 2005 (hereinafter referred to as the Original License Period) unless terminated in accordance with the provisions hereof. Licensee may renew this Agreement for an Additional License Period from March 1, 2005 to February 28, 2006, provided Licensee has faithfully fulfilled its obligations

6/21/2004

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Licensee is merged, consolidated, transfers all or substantially all of its assets, or implements or suffers any material change in executive management or control, or upon any transfer of more than fifty percent (50%) of its voting control. If, in its sole discretion, PLAYERS INC shall exercise such termination, subject to Paragraph 2(C) of this Agreement, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC.

20. CONSTRUCTION. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

21. CONFIDENTIALITY. Except as may be required in connection with filings with governmental agencies or courts, or except as may be required under applicable law or in connection with the enforcement of this Agreement, each party shall keep confidential and shall not disclose to any other person or entity other than its officers and employees on a must know basis, or to its respective lawyers and accountants, the material terms and provisions of this Agreement. To the extent that information regarding this Agreement is revealed in accordance with this Paragraph 21, the revealing party shall use its best efforts to ensure that each person or entity receiving such information shall maintain it in confidence.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: *Douglas F Alb*

Title: *President*

FANTASY SPORTS CHAMPIONSHIPS, INC.

By: *APoff*

Title: *Vice President*

## LICENSE AGREEMENT

This Agreement is made and entered into this 22<sup>nd</sup> day of June, 2005 by and between Pro Trade, Inc. with offices at 155 Bovet Road, 5<sup>th</sup> Floor, San Mateo, CA 94402 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2005.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Authorization, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Authorization, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet or by other electronic means (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Douglas F. Allen*  
President

Pro Trade, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Mary A. Byn*  
CEO

## LICENSE AGREEMENT

This Agreement is made and entered into this 18<sup>th</sup> day of January, 2006 by and between PayDay Sports Inc. with offices at 19 Hayloft Circle, Wilmington, DE 19808 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2005.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

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19. **NON-ASSIGNABILITY.** This Agreement and all rights and duties hereunder are personal to Licensee and shall not, without written consent of PLAYERS INC, be assigned, mortgaged, sublicensed or otherwise encumbered by Licensee or by operation of law to any other person, or entity. Such other encumbrance shall include, without limitation, distribution agreements, cobranding agreements, or agreements to provide a fantasy football software engine utilizing the trademarks and names of PLAYERS INC or the identity of any NFL player listed in the Player Agreement Report, with any other person or entity. Upon any such attempted unapproved assignment, mortgage, license, sublicense or other encumbrance, this Agreement shall terminate and all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC. In addition, PLAYERS INC may terminate this Agreement, at its sole discretion, in the event that Licensee is merged, consolidated, transfers all or substantially all of its assets, or implements or suffers any material change in executive management or control, or upon any transfer of more than twenty-five percent (25%) of its voting control. If, in its sole discretion, PLAYERS INC shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC.

20. **CONSTRUCTION.** This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: *Douglas F. Allen*

Title: *President*

PAYDAY SPORTS Inc.

By: *David K. Allen*

Title: *PRESIDENT*

## LICENSE AGREEMENT

This Agreement is made and entered into this 31<sup>st</sup> day of May, 2006 by and between Head2Head Sports LLC with offices at 8145 E. Evans Road, Suite 3, Scottsdale, AZ 85260 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

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event that Licensee is merged, consolidated, transfers all or substantially all of its assets, or implements or suffers any material change in executive management or control, or upon any transfer of more than twenty-five percent (25%) of its voting control. If, in its sole discretion, PLAYERS INC shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC.

20. CONSTRUCTION. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: *Sanjay T. All*

Title: *President*

Head2Head Sports LLC

By: *Kevin Green*

Title: *President*

## LICENSE AGREEMENT

This Agreement is made and entered into this 31<sup>st</sup> day of May, 2006 by and between Fox Interactive Media, Inc. with offices at 345 North Maple Drive, Suite 352, Beverly Hills, CA 90210 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

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INC. In addition, PLAYERS INC may terminate this Agreement, at its sole discretion, in the event that Licensee is merged, consolidated, transfers all or substantially all of its assets, or implements or suffers any material change in executive management or control, or upon any transfer of more than twenty-five percent (25%) of its voting control. If, in its sole discretion, PLAYERS INC shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC.

20. CONSTRUCTION. This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

21. ENTIRE AGREEMENT: This Agreement cancels all prior negotiations and understandings and agreements between Licensee and PLAYERS INC in connection with the licensed product(s). Notwithstanding the foregoing, Paragraphs 6, 8, 9, 10(B)-(D), and 15 of the license agreements between the parties dated October 9, 2004 and June 22, 2005 shall remain in full force and effect to the extent provided in those agreements. No oral agreements shall be binding until written and signed by authorized officers of both Licensee and PLAYERS INC. The signatures below indicate that Licensee and PLAYERS INC have carefully read, fully understood and agreed to all provisions of this Agreement. This Agreement shall be non-precedential.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: *Saujas & All*

Title: *President*

Fox Interactive Media, Inc.

By: *Brian Grey*

Title: *SVP/Gen*

## LICENSE AGREEMENT

This Agreement is made and entered into this 22<sup>nd</sup> day of June, 2005 by and between Fox Sports Interactive Media with offices at 1440 S. Sepulveda Blvd., Los Angeles, CA 90025 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2005.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Authorization, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Authorization, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of a fantasy football game distributed over the internet or by other electronic means (hereinafter referred to as "the Licensed Product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the Licensed Product(s) in question shall require the prior written consent of PLAYERS INC. Licensee may utilize a third party to develop, distribute, host, promote or manage the Licensed Product(s).

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

Fox Sports Interactive Media, LLC

By: \_\_\_\_\_

*Douglas F. Allen*

Title: \_\_\_\_\_

*President*

By: \_\_\_\_\_

*Michael G. Hickey*

Title: \_\_\_\_\_

*Vice President*

## LICENSE AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of June, 2006 by and between SportsLine.com, Inc. with offices at 2200 W. Cypress Creek Rd., Ft. Lauderdale, FL 33309 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of fantasy football games distributed over the Internet (hereinafter referred to as "the licensed product(s)"). Licensee shall be able to offer "command and control" access via wireless devices and networks, game consoles and other devices/networks as they become available to its fantasy football games that are primarily accessible and distributed via the Internet. Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation,

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distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC. For purposes of clarity, the term "licensed products" as used in this Agreement refers only to fantasy football games that utilize the identity of NFL players and/or the trademarks or names of PLAYERS INC and shall not include games that do not utilize such identity, trademarks, or names.

(B) The rights, licenses and privileges granted by PLAYERS INC hereunder shall not constitute or be used by Licensee as a testimonial or an endorsement of any product, service, or event by all or any of the players, or by PLAYERS INC. In the event Licensee is interested in securing an individual player's personal endorsement for the licensed product(s), Licensee further agrees and acknowledges that such endorsement will require the personal approval of the individual player and approval of PLAYERS INC and a separate payment to PLAYERS INC. All contact with such player or player's agent shall be made by PLAYERS INC. Licensee further agrees and acknowledges that any player who is committed individually by contract for products or services competitive with those of Licensee may be required to cease from further inclusion in this Agreement, provided, however, that the use of such player for such products and services shall be on an individual basis and shall not be combined with the use of five or more other NFL players.

3. PREMIUM/GIVEAWAY RESTRICTION. The Grant of License set forth in Paragraph 2 of this Agreement applies only to the creation, marketing, promotion and distribution of the licensed product(s) and the sale of such advertising and promotional rights directly on Licensee's fantasy football property discussed in Paragraph 2 hereof as an element of licensed product(s), and except as described above in this sentence shall not permit the use of licensed products as a "premium item" or "give-away" to be included with products, services or events; provided, however that Licensee shall be permitted to promote the sale of Licensed product(s), subject to prior written approval by PLAYERS INC and in a manner consistent with the provisions of this Agreement. Any such promotion using the licensed product(s) herein as premium items shall require a separate agreement between PLAYERS INC and Licensee or other sponsor of the promotion, with separate terms and conditions, and nothing contained herein shall obligate either PLAYERS INC or Licensee to enter into such an agreement.

4. TERRITORY. Licensee shall have the right to utilize the rights granted hereunder for distribution of the licensed product(s) in the following territory: Worldwide.

5. TERM.

(A) The term of this Agreement shall extend from March 1, 2006 to February 28, 2007 (hereinafter referred to as the License Period) unless terminated in accordance with the provisions hereof.

(B) Licensee acknowledges and agrees that Licensee has and shall have no right to extend or renew this Agreement beyond the term and renewal options, if any, stated herein. No conduct by either Licensor or Licensee (including without limitation, any approvals granted pursuant to Paragraph 12 hereof) shall create, imply or infer a new license agreement or an extension of the stated term and renewal options, if any, of this Agreement, unless same is

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

SportsLine.com, Inc.

By: *Douglas F. Allen*

By: *[Signature]*

Title: *President*

Title: *V.P., Business Development*

## LICENSE AGREEMENT

This Agreement is made and entered into this 29<sup>th</sup> day of Sept, 2003 by and between Vulcan Sports Media, Inc, d/b/a The Sporting News a Delaware Corp. with offices at 902 Broadway, 14th Floor, New York, NY 10010 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2003.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Authorization, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Authorization, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of fantasy football games distributed over the internet or by other electronic means (hereinafter referred to as "the licensed product(s)"). Provided, however, that the specific manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC.

EXECUTION

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: Dayton & Alb  
Title: President

THE SPORTING NEWS

By: Michael Roberts  
Title: SVP, Business Development

## LICENSE AGREEMENT

This Agreement is made and entered into this 24 day of April, 2007 by and between Yahoo! Inc with offices at 2450 Broadway, Santa Monica, CA 90404 (hereinafter "Licensee"), and NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, a corporation with offices at 2021 L Street, N.W., Washington, D.C. 20036 (hereinafter "PLAYERS INC" or "Licensor"). This Agreement shall be effective as of March 1, 2006.

### 1. REPRESENTATIONS.

(A) PLAYERS INC represents that it is a licensing affiliate of the National Football League Players Association ("NFLPA"); that the NFLPA has been duly appointed and is acting on behalf of the football players of the National Football League who have entered into a Group Licensing Assignment, either in the form attached hereto as Attachment "A" or through the assignment contained in Paragraph 4(b) of the NFL Player Contract, which have been assigned to PLAYERS INC; and that in such capacity PLAYERS INC has the right to negotiate this contract and the right to grant rights and licenses described herein. Licensee acknowledges that PLAYERS INC also on occasion secures authorization for inclusion in PLAYERS INC licensing programs from players, including but not limited to retired players, who have not entered into such Group Licensing Assignment, but who, nevertheless, authorize PLAYERS INC to represent such players for designated PLAYERS INC licensed programs.

(B) PLAYERS INC makes no representation that it has the authority to grant, nor does it grant herein, the right to utilize any symbols, insignias, logos, or other identifying names or marks of the National Football League (hereinafter "NFL") and/or any of its member clubs. Accordingly, it is understood by the parties hereto that if likenesses of players are to be used by Licensee in conjunction with any symbols, insignia, or logos of the NFL or any of its member clubs, in the exercise of the License granted hereunder, it will be the responsibility of Licensee to obtain such permission as may be necessary for the use of such material from the NFL or the club(s) in question. Licensor retains all rights not expressly and exclusively granted to Licensee hereunder.

### 2. GRANT OF LICENSE.

(A) Upon the terms and conditions hereinafter set forth, PLAYERS INC hereby grants to Licensee and Licensee hereby accepts the non-exclusive right, license and privilege of utilizing copying, transmitting, distributing, publicly displaying and performing the trademarks and names of PLAYERS INC which may be amended from time to time by PLAYERS INC and the names, likenesses (including, without limitation, numbers), pictures, photographs, voices, facsimile signatures and/or biographical information (hereinafter "identity") of the NFL players referenced in Paragraph 1(A) above, for product(s) in the form of fantasy football games (including products or services that directly support or relate to such games and utilize the rights licensed hereunder, subject to the prior written approval of PLAYERS INC not to be unreasonably withheld) distributed over the Internet (hereinafter referred to as "the licensed product(s)") and for the on and off-line marketing, and promotion of the licensed product(s) Provided, however,

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that the manner in which the rights licensed hereunder are to be used in the creation, distribution and promotion of the licensed product(s) in question shall require the prior written consent of PLAYERS INC. Licensee shall be able to offer "command and control" access via wireless devices and networks, game consoles and other devices/networks as they become available to its fantasy football games that are primarily accessible and distributed via the Internet.

(B) The rights, licenses and privileges granted by PLAYERS INC hereunder shall not constitute or be used by Licensee as a testimonial or an endorsement of any product, service, or event by all or any of the players, or by PLAYERS INC. In the event Licensee is interested in securing an individual player's personal endorsement for a licensed product(s), Licensee further agrees and acknowledges that such endorsement will require the personal approval of the individual player and approval of PLAYERS INC and a separate payment to PLAYERS INC. All contact related to the use of such player with the licensed product(s) shall be made by PLAYERS INC. Licensee further agrees and acknowledges that any player who is committed individually by contract for products or services competitive with those of Licensee may be required to cease from further inclusion in this Agreement, provided, however, that the use of such player for such products and services shall be on an individual basis and shall not be combined with the use of five or more other NFL players. The foregoing notwithstanding nothing in this section shall prohibit inclusion of any player within a fantasy game during an NFL season after inclusion of such player for that season has been approved by PLAYERS INC.

(C) It is understood that this Agreement includes the granting, during the Term of the Agreement, of the right to use factual data, including, but not limited to factual data associated with the rights licensed in this Paragraph 2; and that, notwithstanding any other provision of this Agreement, following expiration or termination of this Agreement for any reason, the rights of the parties hereto with respect to the use of such factual data shall be the same as they were prior to entering into this Agreement or any other agreement.

3. PREMIUM/GIVEAWAY RESTRICTION. In the event that any licensed product is used as a "premium item" or "giveaway," any revenue allocable to such "premium item" or "giveaway" shall be included in the revenue attributable to use by Licensee of the rights licensed hereunder. All such use is subject to the prior written approval of PLAYERS INC at PLAYERS INC's sole discretion. In addition, Licensee agrees that it shall not provide to any third party a licensed product which is not branded as a Yahoo product or service.

4. TERRITORY. Licensee shall have the right to utilize the rights granted hereunder for distribution of the licensed product(s) in the following territory: Worldwide.

5. TERM.

(A) The term of this Agreement shall extend from March 1, 2006 to February 28, 2007 (hereinafter referred to as the "Original License Period") unless terminated in accordance with the provisions hereof. Licensee may renew this Agreement for a Second License Period from March 1, 2007 to February 29, 2008, provided Licensee has materially fulfilled its obligations hereunder in the Original License Period. Notice of desire to renew shall be given by Licensee

by a restriction as to disclosure; (c) is required to be disclosed by applicable rules and regulations of government agencies or judicial bodies. The obligations in this Section 22 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

Yahoo! Inc

By: 

By: 

Title: COO

Title: GM, sports