

EXHIBIT 44

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 07th day of August, 2004, by and RC2 Brands, Inc. and Subsidiaries with offices at 1111 West 22nd St., 3rd Floor, Oak Brook, IL 60523 (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, 2004.

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 draft pick trading cards and inserted memorabilia which shall be manufactured and shipped by Licensee no later than December 30 in each License Period (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.

(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. 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. **RETAIL LICENSE ONLY.** The Grant of License set forth in Paragraph 2 of this Agreement applies only to the manufacture and distribution of licensed product(s) for retail sale (including without limitation, sales directly to consumers over the Internet), and shall not permit the use of licensed product(s) as "premium items" to be included with non-licensed product(s), services or events to promote the sale of such non-licensed product(s), 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.

4. **TERRITORY AND DISTRIBUTION.** Licensee shall have the right to utilize the rights granted hereunder for distribution of the licensed product(s) in the following territory: The United States, its territories and possessions and Canada.

5. **TERM.**

(A) The term of this Agreement shall extend from March 1, 2004 to February 28, 2005 (hereinafter referred to as 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 hereunder in the Original License Period. Notice of desire to renew shall be given by Licensee no later than January 1, 2005 in the Original License Period.

(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 specifically set forth in a written agreement signed by both Licensor and Licensee. Licensee's agreement that this Agreement is subject to the term and renewal options, if any, stated herein, in all events whatsoever, is a material inducement for Licensor to enter into this Agreement.

6. ROYALTY PAYMENT.

(A) Licensee agrees to pay PLAYERS INC a guaranteed royalty of \$1,500 per NFL player utilized in the licensed product(s) plus an additional \$50,000 for its use of the rights licensed hereunder for the Original License Period. The guaranteed royalty shall be paid as follows:

(i) For the Original License Period, \$1,500 per NFL player utilized in the licensed product(s) no more than five (5) days following written approval by Players Inc of the final player list and \$50,000 within thirty (30) days after Licensee's first ship date, but in no event later than July 1, 2004.

(ii) For the Additional License Period, \$1,500 per NFL player utilized in the licensed product(s) no more than five (5) days following written approval by Players Inc of the final player list and \$75,000 within (30) days after Licensee's first ship date, but in no event later than July 1, 2005.

(B) Such guaranteed royalty payments shall be made by Licensee as specified hereinabove whether or not Licensee uses the rights licensed hereunder, and no part of such guaranteed payments shall be repayable to Licensee.

(C) Licensee shall also pay to PLAYERS INC an amount equal to Five Percent (5%) of the gross sales of the licensed product(s) covered by this Agreement, less the guaranteed payments specified above for the applicable License Period. Royalties shall be calculated on a quarterly basis and shall be due as of the last day of each May, August, November, and February of this Agreement and must be paid no later than fifteen (15) days following such due dates. Gross sales shall be calculated based on the actual price(s) charged by Licensee on its first sale, whether to the consumer directly, to the retailer, or to the wholesaler, respectively, in an arms length transaction. Licensee shall transact no sale, the effect of which is to reduce the royalty paid by Licensee to PLAYERS INC; provided, however, that Licensee shall be permitted to provide arms length discounts, allowances and returns which are normal and customary. Gross sales shall exclude only such normal and customary discounts, allowances and returns.

(D) Licensee agrees to distribute to its users, on behalf of PLAYERS INC, one (1) promotional email per License Period. Such promotional emails shall be provided by PLAYERS INC and subject to Licensee's reasonable approval and shall promote PLAYERS INC licensees, sponsors, partners, or branded programs, properties, or events, excluding any companies and/or products competitive with Licensee unless approved by Licensee.

7. PERIODIC STATEMENTS.

(A) Licensee shall furnish to PLAYERS INC, in a form provided by PLAYERS INC, no later than fifteen (15) days following the last day of each May, August, November, and February of this Agreement, a complete and accurate statement certified to be accurate by an authorized representative of Licensee, showing the quantity, description and gross purchase price, of the licensed product(s) distributed by Licensee during the preceding quarterly reporting period described in Paragraph 6(C) herein, together with any returns made during such reporting period. Once in every twelve-month period, Licensee shall furnish PLAYERS INC with a detailed statement certified by an officer of Licensee, showing the number of gross sales of the licensed product(s) covered by this Agreement.

(B) Such statements shall be furnished to PLAYERS INC whether or not any of the licensed product(s) have been purchased during the reporting period for which such statement is due. The receipt or acceptance by PLAYERS INC of any statement or of any royalty paid hereunder (or the cashing of any royalty check paid hereunder) shall not preclude PLAYERS INC from questioning the correctness thereof at any time, and in the event any inconsistencies or mistakes are discovered in connection therewith, they shall immediately be rectified and the appropriate payment made by the appropriate party.

8. BOOKS AND RECORDS.

(A) For a period of two (2) years following the termination or expiration of this Agreement, Licensee shall maintain accurate books and records for itself and any subsidiary or affiliated entity with respect to its sale of licensed product(s) under this Agreement. Said books and records shall be subject to inspection and audit by PLAYERS INC or its duly authorized representative at reasonable times upon reasonable notice from PLAYERS INC to Licensee. In addition and similarly, Licensee shall cause any entity from which it contracts for services or production of product to cause its books and records to be available for audit and inspection by PLAYERS INC to the extent necessary to confirm the audit of Licensee. Licensee shall not interfere with such inspections and audits in any way.

(B) The cost of such inspections and audits shall be paid by Licensee if the result of such inspections and audits indicates a difference of 2% or more, when compared to the statement certified to be accurate by an officer of Licensee, as required by Paragraph 7 (A) of this Agreement, for the twelve month period covered by such statement, or the cost of such inspections and audits as the result of an inspection or audit performed by PLAYERS INC as specified in Paragraph 8(A) above shall be paid by PLAYERS INC if such difference is less than 2%.

(C) In the event any inconsistencies or mistakes are discovered as a result of such inspections and audits, they shall immediately be rectified and the appropriate payment made by the appropriate party.

9. PAYMENT, INTEREST AND NOTICES: All transactions under this Agreement, including without limitation all payment of royalties and all other payments, and all notices, reports,

statements, approvals and other communications, shall be with or made payable in the name of NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, 2021 L Street, N.W., Washington, D.C. 20036, or its assignee where applicable. With regard to all guaranteed royalty and actual royalty payments only, such payments shall be made by wire transfer in accordance with Attachment "B" hereto. All other payments shall be made directly to PLAYERS INC at the address above. In addition to all other rights contained in this Agreement, PLAYERS INC shall be entitled to collect and Licensee shall pay daily interest at the rate of one and one-half percent (1 1/2%) monthly, or the maximum interest permitted by law if less, on all payments not timely made by Licensee. All correspondence, notices, approvals and other communications to Licensee shall be with RC2 Brands Inc. and Subsidiaries, 1111 West 22nd St., 3rd Floor, Oak Brook, IL 60523.

10. INDEMNIFICATION.

(A) Licensee agrees that it will not during the term of this Agreement, or thereafter, attack the rights of PLAYERS INC in and to the trademarks or names owned by or licensed to PLAYERS INC or any of the rights licensed hereunder as specified in Paragraph 2 of this Agreement, or in any way attack the validity of this Agreement.

(B) Licensee further agrees to assist PLAYERS INC to the extent necessary in the procurement of any protection or to protect any of the rights conveyed hereunder, and PLAYERS INC, if it so desires, may commence or prosecute at its own expense any claims or suits in its own name or in the name of Licensee or join Licensee as a party thereto. Licensee shall notify PLAYERS INC in writing of any infringement by others of the rights covered by this Agreement which may come to Licensee's attention, and PLAYERS INC shall have the sole right to determine whether or not any action shall be taken on account of any such infringement. Licensee shall not institute any suit or take any action on account of any such infringement without first obtaining the written consent of PLAYERS INC to do so and PLAYERS INC shall reasonably consider any such request.

(C) Licensee for its own acts hereby indemnifies PLAYERS INC and undertakes to defend PLAYERS INC from and against any and all claims, suits, losses, damages, and expenses (including reasonable attorney's fees and expenses) arising out of the manufacture, marketing, sale, distribution, or use of the licensed product(s) which are the subject of this Agreement. Licensee agrees to obtain, at its own expense, general liability insurance, providing adequate protection for Licensee and PLAYERS INC against any such claims or suits in amounts not less than Three Million Dollars (\$3,000,000.00). Within thirty (30) days from the date hereof, Licensee shall submit to PLAYERS INC a fully paid policy or certificate of insurance naming PLAYERS INC as an insured party, requiring that insurer will not terminate or materially modify such without written notice to PLAYERS INC at least twenty (20) days in advance thereof.

(D) PLAYERS INC hereby indemnifies Licensee and undertakes to defend Licensee against, and hold Licensee harmless from any liabilities, losses, damages, and expenses (including reasonable attorney's fees and expenses) resulting from claims made or suits brought

against Licensee based upon the use by Licensee of the rights licensed in Paragraph 2 strictly as authorized in this Agreement.

11. COPYRIGHT AND TRADEMARK NOTICES.

(A) Licensee shall prominently place or cause to be placed Licensor's "PLAYERS INC (and design)" trademark (hereinafter "Licensor's Trademark") on the licensed products and on packaging, wrapping, advertising (both print and media regardless of medium, e.g., broadcast, Internet, etc.), and any other material, including trade show booths and exhibits, sales catalogues, and other sales/marketing materials in connection with such licensed product(s) that are publicly distributed or relating to such licensed product(s).

(B) Licensor's Trademark appearing on the licensed product(s) and on all materials in connection with the licensed product(s) distributed or relating to such licensed product(s), shall appear precisely according to the specifications set forth in Appendix B attached hereto, which may be amended from time to time by Licensor, without variation, with the letter "R" enclosed within a circle. Further, Licensee shall provide to Licensor the date of the first use of such licensed product(s) bearing Licensor's Trademark in intrastate and interstate commerce.

(C) Additionally, Licensee shall imprint or cause to be imprinted the following text on any such licensed product(s) and/or materials therefor:

"Officially Licensed Product of
PLAYERS INC"

and

"visit NFLPLAYERS.COM"

The specific text imprinted shall be subject to Licensor's sole discretion.

(D) For any licensed product, Licensee shall also prominently place Licensor's Trademark and a PLAYERS INC "content box" on the home page of Licensee's website, and on any other page within such website that utilizes the rights licensed hereunder. "Content box" shall be defined as editorial, sweepstakes or other promotional content designed and developed by PLAYERS INC. The placement of Licensor's Trademark and "content box" shall be in the upper section of the page and immediately visible. The logo and "content box" on each page shall contain the PLAYERS INC URL as follows: NFLPLAYERS.COM and shall serve as a hyperlink to the PLAYERS INC website at www.nflplayers.com.

12. APPROVALS.

(A) Upon execution of this Agreement, and thereafter annually by February 1 of each calendar year covered by this Agreement, Licensee shall submit to PLAYERS INC for approval, a proposed marketing plan for all licensed products for the upcoming license period. PLAYERS

INC shall respond in writing signifying approval or disapproval of such marketing plan within fifteen (15) business days. Such marketing plan shall include without limitation: a complete listing and description of all products to be produced, quantities, wholesale pricing and manufacturer's suggested retail pricing, and advertising and promotion schedules.

(B) The list of players for whom PLAYERS INC has group licensing authorization (the "Player Agreement Report") is available to Licensee via the Internet at www.nflplayers.com/licensee with Licensee's "user name" and "password." In addition, PLAYERS INC may secure authorization from players not listed on the Player Agreement Report, including but not limited to retired players. Notwithstanding the foregoing:

(i) Annually by February 1 of each calendar year covered by this Agreement, Licensee shall submit to PLAYERS INC a proposed list of players' names for inclusion in the licensed product(s) for the upcoming football season. Licensee shall cross-reference its player list against the current Player Agreement Report. After cross-referencing the lists, Licensee must submit its proposed final player list to PLAYERS INC for approval. With regard to jersey numbers for active players, it is Licensee's sole responsibility to cross-reference its player list against player rosters posted on www.nfl.com. If applicable, jersey numbers for retired players must be submitted to PLAYERS INC for approval.

(ii) PLAYERS INC shall respond to such submissions in writing to Licensee, signifying approval or disapproval in the case of each player's name so requested.

(iii) Licensee may submit requests in writing to PLAYERS INC for additions, deletions, or substitutions of players' names and PLAYERS INC shall respond to such requests within a reasonable period of time.

(C) The Licensee agrees to furnish PLAYERS INC free of cost for its written approval as to quality and style, samples of artwork, plans, photographs and any other representations of licensed product(s) produced by or for Licensee (collectively hereinafter "artwork") and samples of each of the licensed product(s), together with their packaging, hangtags, and wrapping material, before their manufacture, sale or distribution, whichever occurs first, and no licensed product(s) shall be manufactured, sold or distributed by the Licensee without such prior written approval of such artwork and such sample licensed product(s). Subsequent to final approval, a reasonable number of production samples of licensed product(s) will periodically be sent to PLAYERS INC to insure quality control, and should PLAYERS INC require additional samples for any reason, PLAYERS INC may purchase such at Licensee's cost.

Licensee shall also provide to PLAYERS INC free of charge the following:

(i) Prior to December 1 of each License Period, for each player included in Attachment "B", 100 copies of his individual card and one complete set of all player cards produced for that License Period;

(ii) Prior to December 1 of each License Period for PLAYERS INC, two cases of count goods and two complete sets of all player cards produced for that License Period.

(D) Licensee may choose to use player names and/or likenesses to promote licensed product(s) on or in radio or television commercials, any material pertaining to packaging, hangtags, wrapping material, print ads, flyers, point-of-purchase displays, press releases, catalogues, trade show booths and exhibits, sales catalogues and other sales/marketing materials, or any other written material or medium, including but not limited to electronic or interactive use; provided, however, that such use shall require the prior written approval of PLAYERS INC and may require additional payment to PLAYERS INC separate from and in addition to any guarantees or royalty payments contained in this Agreement. The amount of such payment, if any at PLAYERS INC's sole discretion, shall be subject to mutual agreement by PLAYERS INC and Licensee. All contacts with such players or their agents shall be made by PLAYERS INC. Licensee agrees to furnish PLAYERS INC all scripts and story boards for proposed commercials for any medium in connection with the promotion of the licensed product(s), and the content of such scripts and story boards shall require the prior written approval of PLAYERS INC before any commercials shall be made or shall be contracted for by Licensee.

(E) Notwithstanding anything to the contrary hereinabove, Licensee shall be permitted, without additional separate payment to PLAYERS INC for players, to show on counter card boxes: (1) six or more examples of the football trading cards licensed herein, and/or (2) a list of six or more players' names whose images or likenesses are used on the football trading cards licensed herein; provided, however, that such cards are shown with equal prominence, and provided further, however, that PLAYERS INC shall retain all rights to prior written approval contained hereinabove.

(F) In the event Licensee wishes to secure an individual player or players to make appearances to promote licensed product(s) or to autograph licensed product(s), the selection of such player and the separate fee to PLAYERS INC for such player services shall be subject to mutual agreement between Licensee and PLAYERS INC. All contact with requested player or his agents shall be made by PLAYERS INC. Once the player has made the appearance or performed the autograph service, payment shall be made immediately to PLAYERS INC. Any such payments shall be separate from and in addition to any royalties paid by Licensee under this Agreement. Once the selection of such player and such separate fee have been agreed upon by Licensee and PLAYERS INC, in the event of cancellation of such appearance or autographing (other than by player or PLAYERS INC), Licensee shall nevertheless be obligated to make such fee payment to PLAYERS INC immediately upon such cancellation.

13. NON-INTERFERENCE. Licensee agrees and acknowledges that it shall not secure or seek to secure, directly from any player who is under contract to an NFL club, is seeking to become under contract to an NFL club, or at any time in the past was under contract to an NFL club, or from such player's agent, permission or authorization for the use of such player's name,

facsimile signature, image, likeness (including, without limitation, number), photograph or biography in conjunction with the licensed product(s) herein.

14. GOODWILL.

(A) Licensee recognizes the great value of the goodwill associated with the rights licensed in Paragraph 2 of this Agreement and acknowledges that such goodwill belongs exclusively to PLAYERS INC and that said trademarks, names and rights licensed in Paragraph 2 of this Agreement have acquired secondary meaning in the mind of the public.

(B) Licensee agrees that all elements (including all material of any nature utilizing in any way the rights licensed hereunder, including but not by way of limitation, all packages, cartons, point of sale material, newspaper and magazine advertisements) of the licensed product(s) shall be of high standard and of such style, appearance and quality as to be adequate and suited to the best advantage and to the protection and enhancements of such rights; that the marketing of the licensed product(s) will be conducted in accordance with all applicable federal, state and local laws and any other governmental or quasi-governmental laws or regulations of the United States, Canada or any other country; and that the licensed product(s) and their exploitation shall be of high standard and to the best advantage and that the same in no manner reflect adversely upon the good name of PLAYERS INC.

15. SPECIFIC UNDERTAKINGS OF LICENSEE.

(A) Licensee agrees that every use of the rights licensed hereunder by Licensee shall inure to the benefit of PLAYERS INC and that Licensee shall not at any time acquire any title or interest in such rights by virtue of any use Licensee may make of such rights hereunder.

(B) All rights relating to the rights licensed hereunder are specifically reserved by PLAYERS INC except for the License herein granted to Licensee to use the rights as specifically and expressly provided in this Agreement.

(C) Upon expiration or termination of this Agreement, all rights granted hereunder shall immediately revert to PLAYERS INC, and Licensee will refrain from further use of such rights or any further reference thereto, direct or indirect, except as provided in Paragraph 16(E) below. Licensee acknowledges that its failure to cease the use of such rights at the termination or expiration of this Agreement will result in immediate and irreparable damage to Licensor, and/or individual National Football League player(s), and to the rights of any subsequent licensee(s).

(D) Licensee agrees to spend the following total amounts on activities which stimulate and promote the market for licensed product(s) through player appearances, highlighting, autographing, or endorsements, and/or PLAYERS INC branded programs, properties, or events (herein after "marketing payments"), subject to prior written approval by PLAYERS INC of such activities:

\$30,000 during the Original License Period, and

\$30,000 during the Additional License Period, if applicable.

Such activities shall not include standard and customary industry trade advertising and sales materials. At the end of each License Period, if Licensee has not spent the required amount as marketing payments, a payment equal to the amount of the difference shall be made by Licensee to PLAYERS INC no later than April 1 following the end of such License Period. Licensee shall provide documentation that such approved expenditures have been made. The expenditure documentation shall be provided on a quarterly basis and shall be certified by an authorized representative of Licensee. Such documentation shall be subject to inspection and audit by PLAYERS INC on the same basis as Licensee's books and records.

16. TERMINATION BY PLAYERS INC

(A) In the event Licensee does not commence in good faith to cause the manufacture, distribution, and sale of the licensed product(s), in substantial quantities on or before June 1, PLAYERS INC, in addition to all other remedies available to it shall have the option to terminate the License granted hereunder upon written notice of such termination to Licensee.

(B) In the event Licensee files a petition in bankruptcy or is adjudicated as bankrupt, or if a petition in bankruptcy is filed against Licensee or if Licensee becomes insolvent, or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy laws, or if Licensee discontinues its business, or if a receiver is appointed for it or its business, all rights granted hereunder, without notice, shall terminate automatically upon the occurrence of any such event. In the event of such termination, neither Licensee nor its receivers, representatives, trustees, agents, administrators, successors, and/or assigns shall have any right to sell, exploit or in any way deal with the rights granted hereunder or with any licensed product(s), or any carton, container, packaging or wrapping material, advertising, promotional or display material pertaining to any licensed product(s).

(C) If Licensee shall violate any of its other obligations under the terms of this Agreement, PLAYERS INC shall have the right to terminate this Agreement upon fifteen (15) days' notice in writing, and such notice of termination shall become effective unless Licensee shall completely remedy the violation within the fifteen (15) day period and shall provide reasonable proof to PLAYERS INC that such violation has been remedied. If this Agreement is terminated under this paragraph, all royalties theretofore accrued shall become due and payable immediately to PLAYERS INC, and PLAYERS INC shall not be obligated to reimburse Licensee for any royalties paid by Licensee to PLAYERS INC.

(D) Failure to resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which PLAYERS INC is entitled under this Agreement or otherwise.

(E) Upon termination of this Agreement, Licensee shall have ninety (90) days to dispose of and liquidate all inventory. This inventory shall not be available to consumers after

this ninety (90) day period expires. Such disposition shall conform to this Agreement in all respects. PLAYERS INC shall have right to conduct a physical inventory at the time of termination if it so elects.

17. PARTNERSHIP. Nothing herein contained shall be construed to place PLAYERS INC and Licensee in the relationship of partners or joint venturers, and Licensee shall have no power to obligate or bind PLAYERS INC in any manner whatsoever.

18. WAIVER AND/OR MODIFICATION. None of the terms of this Agreement shall be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which represents the entire understanding of the parties. No written waiver shall excuse the performance of an act other than those specified therein. The failure of either party hereto to enforce, or delay by either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings(s) to enforce any or all of such rights.

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

RC2 BRANDS, INC. AND SUBSIDIARIES

By: [Signature]
Title: MANAGING DIRECTOR

ATTACHMENT A

TEAM: _____

NFL PLAYERS ASSOCIATION
GROUP LICENSING ASSIGNMENT

The undersigned player, a member of the National Football League Players Association ("NFLPA"), hereby assigns to the NFLPA and its licensing affiliates, if any, the exclusive right to use and to grant to persons, firms or corporations (collectively "licensees") the right to use his name, signature facsimile, voice, picture, photograph, likeness and/or biographical information (collectively "image") in group licensing programs. Group licensing programs are defined as those licensing programs in which a licensee utilizes a total of six (6) or more NFL player images in conjunction with or on products that are sold at retail or used as promotional or premium items. The undersigned player retains the right to grant permission to a licensee to utilize his image if that licensee is not concurrently utilizing the images of five (5) or more other NFL players in conjunction with or on products that are sold at retail or are used as promotional or premium items. If the undersigned player's inclusion in a particular NFLPA program is precluded by an individual exclusive endorsement agreement, and the undersigned player provides the NFLPA with timely notice of that preclusion, the NFLPA agrees to exclude the undersigned player from that particular program.

In consideration for this assignment of right, the NFLPA agrees to use the revenues it receives from group licensing programs to support the objectives as set forth in the By-laws of the NFLPA. The NFLPA further agrees to use its best efforts to promote the use of NFL player image in group licensing programs, to provide group licensing opportunities to all NFL players and to ensure that no entity engages in a group licensing program without first obtaining a license from the NFLPA. The NFLPA makes no representations regarding group licensing other than those expressed herein. This agreement shall be construed under New York law.

This assignment shall expire on December 31, 2006 and may not be revoked or terminated by the undersigned player until such date.

Dated: _____

Player's Signature

Agreed to by the NFLPA:

Player's Name (PLEASE PRINT)

Name

Title



ATTACHMENT B

Wire Transfer Instructions

Please wire only guaranteed royalty payments and actual royalty payments to the following:

SUNTRUST BANK
1445 NEW YORK AVE., N.W.
WASHINGTON, D.C. 20005
Account Name: National Football League Players Inc
ABA/ Routing # : 061000104
Account #: 206691408

Tax id # 52-1874638

LICENSE AGREEMENT

This Agreement is made and entered into this 14th day of April, 2006, by and between RC2 Brands, Inc and subsidiaries with offices at 2021 9th Street SE, Dyersville, IA 52040-2316 (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 TRADING CARDS (DRAFT PICKS) (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.

4/3/2006

(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. 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. **RETAIL LICENSE ONLY.** The Grant of License set forth in Paragraph 2 of this Agreement applies only to the manufacture and distribution of licensed product(s) for retail sale (including without limitation, sales directly to consumers over the Internet), and shall not permit the use of licensed product(s) as "premium items" to be included with non-licensed product(s), services or events to promote the sale of such non-licensed product(s), 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.

4. **TERRITORY AND DISTRIBUTION.** Licensee shall have the right to utilize the rights granted hereunder for distribution of the licensed product(s) in the following territory: United States, its territories and possession, and Canada.

5. **TERM.**

(A) The term of this Agreement shall extend from March 1, 2006 to February 28, 2007 (hereinafter referred to as 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 faithfully fulfilled its obligations hereunder in the Original License Period. Notice of desire to renew shall be given by Licensee no later than January 1, 2007 in the Original License Period. By mutual agreement, PLAYERS INC and Licensee may renew this Agreement also for a Third License Period from March 1, 2008 to February 28, 2009, provided Licensee has faithfully fulfilled its obligations hereunder in the Second License Period. Notice of desire to renew shall be given by Licensee no later than January 1, 2008 in the Second License Period.

(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 specifically set forth in a written agreement signed by both Licensor and Licensee. Licensee's agreement that this Agreement is subject to the term and renewal options, if any, stated herein, in all events whatsoever, is a material inducement for Licensor to enter into this Agreement.

6. ROYALTY PAYMENT.

(A) Licensee agrees to pay PLAYERS INC a guaranteed royalty of \$2,000 per NFL player utilized in the licensed product(s) for up to two successive license periods, subject to PLAYERS INC's prior approval. In addition, Licensee agrees to pay PLAYERS INC a guaranteed royalty of \$85,000 for its use of the rights licensed hereunder for the Original License Period, a guaranteed royalty of \$90,000 for the Second License Period, if applicable, and a guaranteed royalty of \$95,000 for the Third License Period, if applicable. The guaranteed royalty shall be paid as follows:

- (i) For the Original License Period, \$2,000 per NFL player utilized in the licensed product(s) no more than five (5) days following written approval by Players Inc of the final player list and \$85,000 on or before July 1, 2006 .
- (ii) For the Second License Period, if applicable, \$2,000 per NFL player utilized in the licensed product(s) no more than five (5) days following written approval by Players Inc of the final player list and \$90,000 on or before July 1, 2007 .
- (iii) For the Third License Period, if applicable, \$2,000 per NFL player utilized in the licensed product(s) no more than five (5) days following written approval by Players Inc of the final player list and \$95,000 on or before July 1, 2008 .

(B) Such guaranteed royalty payments shall be made by Licensee as specified hereinabove during each License Period, whether or not Licensee uses the rights licensed hereunder, and no part of such guaranteed payments shall be repayable to Licensee.

(C) Licensee shall pay to PLAYERS INC an amount equal to five Percent (5%) of the gross sales of the licensed product(s) covered by this Agreement, less the guaranteed payments specified above for the applicable License Period. Royalties shall be calculated on a quarterly basis and shall be due as of the last day of each May, August, November, and February of this Agreement and must be paid no later than fifteen (15) days following such due dates. Gross sales shall be calculated based on the actual price(s) charged by Licensee on its first sale, whether to the consumer directly, to the retailer, or to the wholesaler, respectively, in an arms length transaction. Licensee shall transact no sale, the effect of which is to reduce the royalty paid by Licensee to PLAYERS INC; provided, however, that Licensee shall be permitted to provide arms length discounts, allowances and returns which are normal and customary. Gross sales shall exclude only such normal and customary discounts, allowances and returns.

(D) Licensee agrees to distribute to its users, on behalf of PLAYERS INC, one (1) promotional email per License Period. Such promotional emails shall be provided by PLAYERS INC and subject to Licensee's reasonable approval and shall promote PLAYERS INC licensees, sponsors, partners, or branded programs, properties, or events, excluding any companies and/or products competitive with Licensee unless approved by Licensee.

7. PERIODIC STATEMENTS.

(A) Licensee shall furnish to PLAYERS INC, in a form provided by PLAYERS INC, no later than thirty (30) days following the last day of each May, August, November, and February of this Agreement, a complete and accurate statement certified to be accurate by an authorized representative of Licensee, showing the quantity, description and gross purchase price, of the licensed product(s) distributed by Licensee during the preceding quarterly reporting period described in Paragraph 6(C) herein. Once in every twelve-month period, Licensee shall furnish PLAYERS INC with a detailed statement certified by an officer of Licensee, showing the number of gross sales of the licensed product(s) covered by this Agreement.

(B) Such statements shall be furnished to PLAYERS INC whether or not any of the licensed product(s) have been purchased during the reporting period for which such statement is due. The receipt or acceptance by PLAYERS INC of any statement or of any royalty paid hereunder (or the cashing of any royalty check paid hereunder) shall not preclude PLAYERS INC from questioning the correctness thereof at any time, and in the event any inconsistencies or mistakes are discovered in connection therewith, they shall immediately be rectified and the appropriate payment made by the appropriate party.

8. BOOKS AND RECORDS.

(A) For a period of two (2) years following the termination or expiration of this Agreement, Licensee shall maintain accurate books and records for itself and any subsidiary or affiliated entity with respect to its sale of licensed product(s) under this Agreement. Said books and records shall be subject to inspection and audit by PLAYERS INC or its duly authorized representative at reasonable times upon reasonable notice from PLAYERS INC to Licensee. In addition and similarly, Licensee shall cause any entity from which it contracts for services or production of product to cause its books and records to be available for audit and inspection by PLAYERS INC to the extent necessary to confirm the audit of Licensee. Licensee shall not interfere with such inspections and audits in any way.

(B) The cost of such inspections and audits shall be paid by Licensee if the result of such inspections and audits indicates a difference of 3% or more, when compared to the statement certified to be accurate by an officer of Licensee, as required by Paragraph 7 (A) of this Agreement, for the twelve month period covered by such statement, or the cost of such inspections and audits as the result of an inspection or audit performed by PLAYERS INC as specified in Paragraph 8(A) above shall be paid by PLAYERS INC if such difference is less than 3% .

(C) In the event any inconsistencies or mistakes are discovered as a result of such inspections and audits, they shall immediately be rectified and the appropriate payment made by the appropriate party.

9. **PAYMENT, INTEREST AND NOTICES:** All transactions under this Agreement, including without limitation all payment of royalties and all other payments, and all notices, reports, statements, approvals and other communications, shall be with or made payable in the name of NATIONAL FOOTBALL LEAGUE PLAYERS INCORPORATED, 2021 L Street, N.W., Washington, D.C. 20036, or its assignee where applicable. With regard to all guaranteed royalty and actual royalty payments only, such payments shall be made by wire transfer in accordance with Attachment "B" hereto. All other payments shall be made directly to PLAYERS INC at the address above. In addition to all other rights contained in this Agreement, PLAYERS INC shall be entitled to collect and Licensee shall pay daily interest at the rate of one and one-half percent (1 1/2%) monthly, or the maximum interest permitted by law if less, on all payments not timely made by Licensee. All correspondence, notices, approvals and other communications to Licensee shall be with RC2/Press Pass.

10. INDEMNIFICATION.

(A) Licensee agrees that it will not during the term of this Agreement, or thereafter, attack the rights of PLAYERS INC in and to the trademarks or names owned by or licensed to PLAYERS INC or any of the rights licensed hereunder as specified in Paragraph 2 of this Agreement, or in any way attack the validity of this Agreement.

(B) Licensee further agrees to assist PLAYERS INC to the extent necessary in the procurement of any protection or to protect any of the rights conveyed hereunder, and PLAYERS INC, if it so desires, may commence or prosecute at its own expense any claims or suits in its own name or in the name of Licensee or join Licensee as a party thereto. Licensee shall notify PLAYERS INC in writing of any infringement by others of the rights covered by this Agreement which may come to Licensee's attention, and PLAYERS INC shall have the sole right to determine whether or not any action shall be taken on account of any such infringement. Licensee shall not institute any suit or take any action on account of any such infringement without first obtaining the written consent of PLAYERS INC to do so and PLAYERS INC shall reasonably consider any such request.

(C) Licensee for its own acts hereby indemnifies PLAYERS INC and undertakes to defend PLAYERS INC from and against any and all claims, suits, losses, damages, and expenses (including reasonable attorney's fees and expenses) arising out of the manufacture, marketing, sale, distribution, or use of the licensed product(s) which are the subject of this Agreement. Licensee agrees to obtain, at its own expense, general liability insurance, providing adequate protection for Licensee and PLAYERS INC against any such claims or suits in amounts not less than Three Million Dollars (\$3,000,000.00). Within thirty (30) days from the date hereof, Licensee shall submit to PLAYERS INC a fully paid policy or certificate of insurance naming PLAYERS INC as an insured party, requiring that insurer will not terminate or materially modify such without written notice to PLAYERS INC at least thirty (30) days in advance thereof.

(D) PLAYERS INC hereby indemnifies Licensee and undertakes to defend Licensee against, and hold Licensee harmless from any liabilities, losses, damages, and expenses

(including reasonable attorney's fees and expenses) resulting from claims made or suits brought against Licensee based upon the use by Licensee of the rights licensed in Paragraph 2 strictly as authorized in this Agreement.

11. COPYRIGHT AND TRADEMARK NOTICES.

(A) Licensee shall prominently place or cause to be placed Licensor's "PLAYERS INC (and design)" trademark (hereinafter "Licensor's Trademark") on the licensed products and on packaging, wrapping, advertising (both print and media regardless of medium, e.g., broadcast, Internet, etc.), and any other material, including trade show booths and exhibits, sales catalogues, and other sales/marketing materials in connection with such licensed product(s) that are publicly distributed or relating to such licensed product(s).

(B) Licensor's Trademark appearing on the licensed product(s) and on all materials in connection with the licensed product(s) distributed or relating to such licensed product(s), shall appear precisely according to the specifications set forth in Appendix B attached hereto, which may be amended from time to time by Licensor, without variation, with the letter "R" enclosed within a circle. Further, Licensee shall provide to Licensor the date of the first use of such licensed product(s) bearing Licensor's Trademark in intrastate and interstate commerce.

(C) Additionally, Licensee shall imprint or cause to be imprinted the following text on any such licensed product(s) and/or materials therefore:

"Officially Licensed Product of
PLAYERS INC"

and

"visit NFLPLAYERS.COM"

The specific text imprinted shall be subject to Licensor's sole discretion.

(D) For any licensed product, Licensee shall also prominently place Licensor's Trademark and a PLAYERS INC "content box" on the home page of Licensee's website, and on any other page within such website that utilizes the rights licensed hereunder. "Content box" shall be defined as editorial, sweepstakes or other promotional content designed and developed by PLAYERS INC. The placement of Licensor's Trademark and "content box" shall be in the upper section of the page and immediately visible. The logo and "content box" on each page shall contain the PLAYERS INC URL as follows: NFLPLAYERS.COM and shall serve as a hyperlink to the PLAYERS INC website at www.nflplayers.com.

12. APPROVALS.

(A) Upon execution of this Agreement, and thereafter annually by March 1 of each calendar year covered by this Agreement, Licensee shall submit to PLAYERS INC for approval,

a proposed marketing plan for all licensed products for the upcoming license period. PLAYERS INC shall respond in writing signifying approval or disapproval of such marketing plan within fifteen (15) business days. Such marketing plan shall include without limitation: a complete listing and description of all products to be produced, quantities, pricing and advertising and promotion schedules.

(B) For licensed products to be produced under each brand or sub-brand covered by this Agreement, Licensee shall submit to PLAYERS INC for approval a product outline. Such product outline shall include without limitation a complete listing and description of all products to be produced, pricing, quantities, and advertising and promotion schedules. PLAYERS INC shall respond in writing signifying approval or disapproval of such product outlines within fifteen (15) business days.

(C) The list of players for whom PLAYERS INC has group licensing authorization (the "Player Agreement Report") is available to Licensee via the Internet at www.nflplayers.com/licensee with Licensee's "user name" and "password." In addition, PLAYERS INC may secure authorization from players not listed on the Player Agreement Report, including but not limited to retired players. Notwithstanding the foregoing:

(i) Annually by March 1 of each calendar year covered by this Agreement, Licensee shall submit to PLAYERS INC a proposed list of players' names for inclusion in the licensed product(s) for the upcoming football season. Licensee shall cross-reference its player list against the current Player Agreement Report. After cross-referencing the lists, Licensee must submit its proposed final player list to PLAYERS INC for approval. With regard to jersey numbers for active players, it is Licensee's sole responsibility to cross-reference its player list against player rosters posted on www.nfl.com. If applicable, jersey numbers for retired players must be submitted to PLAYERS INC for approval.

(ii) PLAYERS INC shall respond to such submissions in writing to Licensee, signifying approval or disapproval in the case of each player's name so requested.

(iii) Licensee may submit requests in writing to PLAYERS INC for additions, deletions, or substitutions of players' names and PLAYERS INC shall respond to such requests within a reasonable period of time.

(D) The Licensee agrees to furnish PLAYERS INC free of cost for its written approval as to quality and style, samples of artwork, plans, photographs and any other representations of licensed product(s) produced by or for Licensee (collectively hereinafter "artwork") and samples of each of the licensed product(s), together with their packaging, hangtags, and wrapping material, before their manufacture, sale or distribution, whichever occurs first, and no licensed product(s) shall be manufactured, sold or distributed by the Licensee without such prior written approval of such artwork and such sample licensed product(s). PLAYERS INC shall respond in writing signifying approval or disapproval of such artwork or samples within 15 business days. Any request by Licensee for such approval which is received by PLAYERS INC and is not responded to within 15 business days shall be deemed approved by PLAYERS INC.

Subsequent to final approval, a reasonable number of production samples of licensed product(s) will periodically be sent to PLAYERS INC to insure quality control, and should PLAYERS INC require additional samples for any reason, PLAYERS INC may purchase such at Licensee's lowest wholesale price.

Licensee shall also provide to PLAYERS INC free of charge the following:

(i) Prior to December 1 of each License Period, for each player included in Attachment "B", 100 copies of his individual card and one complete set of all player cards produced for that License Period;

(ii) Prior to December 1 of each License Period for PLAYERS INC, ~~six~~ ^{four} cases of count goods and ~~six dozen~~ ^{four} complete sets of all player cards produced for that License Period.

(E) Licensee may choose to use player names and/or likenesses to promote licensed product(s) on or in radio or television commercials, any material pertaining to packaging, hangtags, wrapping material, print ads, flyers, point-of-purchase displays, press releases, catalogues, trade show booths and exhibits, sales catalogues and other sales/marketing materials, or any other written material or medium, including but not limited to electronic or interactive use; provided, however, that such use shall require the prior written approval of PLAYERS INC and may require additional payment to PLAYERS INC separate from and in addition to any guarantees or royalty payments contained in this Agreement. The amount of such payment, if any at PLAYERS INC's sole discretion, shall be subject to mutual agreement by PLAYERS INC and Licensee. All contacts with such players or their agents shall be made by PLAYERS INC. Licensee agrees to furnish PLAYERS INC all scripts and story boards for proposed commercials for any medium in connection with the promotion of the licensed product(s), and the content of such scripts and story boards shall require the prior written approval of PLAYERS INC before any commercials shall be made or shall be contracted for by Licensee.

(F) Notwithstanding anything to the contrary hereinabove, Licensee shall be permitted, without additional separate payment to PLAYERS INC for players, to show on counter card boxes: (1) six or more examples of the football trading cards licensed herein, and/or (2) a list of six or more players' names whose images or likenesses are used on the football trading cards licensed herein; provided, however, that such cards are shown with equal prominence, and provided further, however, that PLAYERS INC shall retain all rights to prior written approval contained hereinabove.

(G) In the event Licensee wishes to secure an individual player or players to make appearances to promote licensed product(s) or to autograph licensed product(s), the selection of such player and the separate fee to PLAYERS INC for such player services shall be subject to mutual agreement between Licensee and PLAYERS INC. All contact with requested player or his agents shall be made by PLAYERS INC. Once the player has made the appearance or performed the autograph service, payment shall be made immediately to PLAYERS INC. Any such payments shall be separate from and in addition to any royalties paid by Licensee under

this Agreement. Once the selection of such player and such separate fee have been agreed upon by Licensee and PLAYERS INC, in the event of cancellation of such appearance or autographing (other than by player or PLAYERS INC), Licensee shall nevertheless be obligated to make such fee payment to PLAYERS INC immediately upon such cancellation.

13. NON-INTERFERENCE. Licensee agrees and acknowledges that it shall not secure or seek to secure, directly from any player who is under contract to an NFL club, is seeking to become under contract to an NFL club, or at any time in the past was under contract to an NFL club, or from such player's agent, permission or authorization for the use of such player's name, facsimile signature, image, likeness (including, without limitation, number), photograph or biography in conjunction with the licensed product(s) herein.

14. GOODWILL.

(A) Licensee recognizes the great value of the goodwill associated with the rights licensed in Paragraph 2 of this Agreement and acknowledges that such goodwill belongs exclusively to PLAYERS INC and that said trademarks, names and rights licensed in Paragraph 2 of this Agreement have acquired secondary meaning in the mind of the public.

(B) Licensee agrees that all elements (including all material of any nature utilizing in any way the rights licensed hereunder, including but not by way of limitation, all packages, cartons, point of sale material, newspaper and magazine advertisements) of the licensed product(s) shall be of high standard and of such style, appearance and quality as to be adequate and suited to the best advantage and to the protection and enhancements of such rights; that the marketing of the licensed product(s) will be conducted in accordance with all applicable federal, state and local laws and any other governmental or quasi-governmental laws or regulations of the United States, Canada or any other country; and that the licensed product(s) and their exploitation shall be of high standard and to the best advantage and that the same in no manner reflect adversely upon the good name of PLAYERS INC.

15. SPECIFIC UNDERTAKINGS OF LICENSEE.

(A) Licensee agrees that every use of the rights licensed hereunder by Licensee shall inure to the benefit of PLAYERS INC and that Licensee shall not at any time acquire any title or interest in such rights by virtue of any use Licensee may make of such rights hereunder.

(B) All rights relating to the rights licensed hereunder are specifically reserved by PLAYERS INC except for the License herein granted to Licensee to use the rights as specifically and expressly provided in this Agreement.

(C) Upon expiration or termination of this Agreement, all rights granted hereunder shall immediately revert to PLAYERS INC, and Licensee will refrain from further use of such rights or any further reference thereto, direct or indirect, except as provided in Paragraph 16(E) below. Licensee acknowledges that its failure to cease the use of such rights at the termination or expiration of this Agreement will result in immediate and irreparable damage to Licensor, and/or individual National Football League player(s), and to the rights of any subsequent licensee(s).

(D) Licensee agrees to spend the following total amounts on activities which stimulate and promote the market for licensed product(s) through player appearances, highlighting, autographing, or endorsements, and/or PLAYERS INC branded programs, properties, or events (herein after "marketing payments"), subject to prior written approval by PLAYERS INC of such activities:

The greater of \$40,000 or One Percent (1%) of gross sales during the Original License Period, of which a payment of \$25,000 to be used on the 2007 Gridiron Gala and nflplayers.com and an additional payment of \$15,000 to be used on a mutually agreed upon activity

The greater of \$45,000 or One Percent (1%) of gross sales during the Second License Period, if applicable, of which a payment of \$30,000 to be used on the 2008 Gridiron Gala and nflplayers.com and an additional payment of \$15,000 to be used on a mutually agreed upon activity.

The greater of \$50,000 or One Percent (1%) of gross sales during the Third License Period, if applicable, of which a payment of \$35,000 to be used on the 2009 Gridiron Gala and nflplayers.com and an additional payment of \$15,000 to be used on a mutually agreed upon activity.

Such activities shall not include standard and customary industry trade advertising and sales materials. At the end of each License Period, if Licensee has not spent the required amount as marketing payments, a payment equal to the amount of the difference shall be made by Licensee to PLAYERS INC no later than April 1 following the end of such License Period. Licensee shall provide documentation that such approved expenditures have been made. The expenditure documentation shall be provided on an annual basis and shall be certified by an authorized representative of Licensee. Such documentation shall be subject to inspection and audit by PLAYERS INC on the same basis as Licensee's books and records.

16. TERMINATION BY PLAYERS INC

(A) In the event Licensee does not commence in good faith to cause the manufacture, distribution, and sale of the licensed product(s), in substantial quantities on or before June 1, PLAYERS INC, in addition to all other remedies available to it shall have the option to terminate the License granted hereunder upon written notice of such termination to Licensee.

(B) In the event Licensee files a petition in bankruptcy or is adjudicated as bankrupt, or if a petition in bankruptcy is filed against Licensee or if Licensee becomes insolvent, or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy laws, or if Licensee discontinues its business, or if a receiver is appointed for it or its business, all rights granted hereunder, without notice, shall terminate automatically upon the occurrence of any such event. In the event of such termination, neither Licensee nor its receivers, representatives, trustees, agents, administrators, successors, and/or assigns shall have any right to sell, exploit or in any way deal with the rights granted hereunder or with any licensed

product(s), or any carton, container, packaging or wrapping material, advertising, promotional or display material pertaining to any licensed product(s).

(C) If Licensee shall violate any of its other obligations under the terms of this Agreement, PLAYERS INC shall have the right to terminate this Agreement upon fifteen (15) days' notice in writing, and such notice of termination shall become effective unless Licensee shall completely remedy the violation within the fifteen (15) day period and shall provide reasonable proof to PLAYERS INC that such violation has been remedied. If this Agreement is terminated under this paragraph, all royalties theretofore accrued shall become due and payable immediately to PLAYERS INC, and PLAYERS INC shall not be obligated to reimburse Licensee for any royalties paid by Licensee to PLAYERS INC.

(D) Failure to resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which PLAYERS INC is entitled under this Agreement or otherwise.

(E) Upon termination of this Agreement, Licensee shall have ninety (90) days to dispose of and liquidate all inventory. This inventory shall not be available to consumers after this ninety (90) day period expires. Such disposition shall conform to this Agreement in all respects. PLAYERS INC shall have right to conduct a physical inventory at the time of termination if it so elects.

17. PARTNERSHIP. Nothing herein contained shall be construed to place PLAYERS INC and Licensee in the relationship of partners or joint venturers, and Licensee shall have no power to obligate or bind PLAYERS INC in any manner whatsoever.

18. WAIVER AND/OR MODIFICATION. None of the terms of this Agreement shall be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which represents the entire understanding of the parties. No written waiver shall excuse the performance of an act other than those specified therein. The failure of either party hereto to enforce, or delay by either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings(s) to enforce any or all of such rights.

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 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.

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

RC2 BRAND, INC

By: Douglas F. All

By: [Signature]

Title: President

Title: SVP Licensing

4/3/2006

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Highly Confidential - Attorneys' Eyes Only

PI006397

ATTACHMENT A

TEAM: _____

NFL PLAYERS ASSOCIATION
GROUP LICENSING ASSIGNMENT

The undersigned player, a member of the National Football League Players Association ("NFLPA"), hereby assigns to the NFLPA and its licensing affiliates, if any, the exclusive right to use and to grant to persons, firms or corporations (collectively "licensees") the right to use his name, signature facsimile, voice, picture, photograph, likeness and/or biographical information (collectively "image") in group licensing programs. Group licensing programs are defined as those licensing programs in which a licensee utilizes a total of six (6) or more NFL player images in conjunction with or on products that are sold at retail or used as promotional or premium items. The undersigned player retains the right to grant permission to a licensee to utilize his image if that licensee is not concurrently utilizing the images of five (5) or more other NFL players in conjunction with or on products that are sold at retail or are used as promotional or premium items. If the undersigned player's inclusion in a particular NFLPA program is precluded by an individual exclusive endorsement agreement, and the undersigned player provides the NFLPA with timely notice of that preclusion, the NFLPA agrees to exclude the undersigned player from that particular program.

In consideration for this assignment of right, the NFLPA agrees to use the revenues it receives from group licensing programs to support the objectives as set forth in the By-laws of the NFLPA. The NFLPA further agrees to use its best efforts to promote the use of NFL player image in group licensing programs, to provide group licensing opportunities to all NFL players and to ensure that no entity engages in a group licensing program without first obtaining a license from the NFLPA. The NFLPA makes no representations regarding group licensing other than those expressed herein. This agreement shall be construed under New York law.

This assignment shall expire on December 31, 2008 and may not be revoked or terminated by the undersigned player until such date.

Dated: _____

Player's Signature

Agreed to by the NFLPA:

Player's Name (PLEASE PRINT)

Name

Title

ATTACHMENT B

Wire Transfer Instructions

Please wire only guaranteed royalty payments and actual royalty payments to the following:

SUNTRUST BANK
1445 NEW YORK AVE., N.W.
WASHINGTON, D.C. 20005
Account Name: National Football League Players Association and National Football
League Players Inc
ABA/ Routing # : 061000104
Account #: 0000707221706

Tax id # 52-1169809

4/3/2006

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