



NATIONAL FOOTBALL LEAGUE ALUMNI SERVICES, INC. GROUP LICENSING AGREEMENT

This Group Licensing Agreement (the "Agreement") is entered into as of _____ (the "Effective Date"), by and between NFL Alumni Services, a Delaware corporation, with a principal place of business at 1 Washington Park, Newark, New Jersey 07102 ("Company"), and the undersigned retired National Football League player ("Player", and, together with Company, the "Parties"). In consideration of the mutual promises hereinafter contained, the Parties agree as follows:

- Grant of License:** Company and its NFL Alumni affiliates, including, but not limited to, National Football League Alumni Association and NFL Alumni, Inc., shall have the non-exclusive right, but not the obligation, for a period of three (3) years from the Effective Date (the "Term"), to use and to authorize others to use Player's name, nickname, photograph, likeness, image, number combinations, initials, voice, autograph/signature (including facsimiles), animation, caricature, and biographical information (collectively, "Rights"), for advertising, marketing, promotion, publicity or any other lawful purpose (collectively "Programs"), in any and all media, now known or hereinafter developed, provided such Programs utilize the Rights of at least two (2) additional retired National Football League players, together or separately.
- Approvals:** Company shall not authorize any third party to use Player's Rights hereunder without the prior written consent of Player, which consent shall not be unreasonably withheld or delayed; provided, however, that Company shall not be required to obtain Player's prior consent to use Player's Rights solely for the promotion of Company or its NFL Alumni affiliates.
- Consideration:** For purposes of this section, "Net Revenues" shall mean the gross revenues received by the Company attributable to the Company's use of Player's Rights in Programs, minus any and all expenses, taxes, fees or other costs attributable to the Company's use of Player's Rights. As full and complete consideration for the rights granted to Company herein, Company shall pay to Player on a calendar quarterly basis each year during the Term, eighty percent (80%) of all Net Revenues received by Company during such year ("Royalties"); provided, however, that any portions of such amounts payable to Player for personal appearances made by Player in connection with any Programs shall be paid to Player no later than thirty (30) days following the completion of such appearances. Company shall use the remaining twenty percent (20%) of Net Revenues in each year ("Retained Net Revenues") to promote the health and welfare of retired National Football League players, for charitable purposes as determined by Company, and for the purposes of funding the operations of Company and its affiliated entities. In the event that any portion of such Retained Net Revenues remains unallocated at the end of any year during the Term, Company shall distribute such amounts on an equal basis to all retired National Football League players that have entered into Group Licensing Agreements with Company for such year.
- Warranties and Representations:** Player represents and warrants that (i) Player exclusively owns all right, title and interest in and to Player's Rights throughout the Territory; (ii) Player has the full right, power and authority to enter into and perform this Agreement; (iii) the execution and performance of this Agreement does not violate or conflict with any contract or agreement to which Player is a party; (iv) Player has not granted, assigned, encumbered or otherwise disposed of any rights adverse to or inconsistent with the rights granted under this Agreement, or by which any of the rights granted under this Agreement might be diminished, encumbered or impaired; and (v) the exercise of any rights granted to Company herein, as contemplated herein, will not violate, conflict with or infringe upon any rights of any nature of any other person or entity.
- Other Provisions:** This Agreement shall be governed by the laws of the State of New Jersey, without giving effect to the conflict of laws principles thereof. The Parties shall attempt to settle all disputes by good faith negotiations, provided that if such efforts are not successful, all disputes related to this Agreement shall be brought exclusively before the appropriate courts in the State of New Jersey and each of the Parties consents to the exclusive jurisdiction of such courts over all such disputes. This Agreement contains the entire agreement between the Parties and supersedes any prior written or verbal agreements relating to this subject matter between the Parties. This Agreement may not be altered except by an instrument in writing signed by authorized representatives of the Parties.

COMPANY

Signature: _____
 Name: _____
 Title: _____
 Date: _____

PLAYER

Signature: _____
 Name: _____
 Date: _____
 Mailing Address: _____

 Email: _____
 FAX: _____