

LICENSE AGREEMENT

This License Agreement ("License Agreement") is entered between the parties hereto, who agree as follows in consideration of the mutual promises contained herein:

1. PARTIES

1.1 Texas A&M University (hereinafter "LICENSOR") is an institution of higher education existing under the laws of the State of Texas, having an address of 1180 TAMU, College Station, Texas 78743-1180.

1.2 Football Northwest LLC, d/b/a Seattle Seahawks (hereinafter "LICENSEE") is a Washington Limited Liability Company, having an address of 11220 NE 53rd Street, Kirkland, Washington 98033.

1.3 The LICENSOR and LICENSEE are the parties to this License Agreement.

2. BACKGROUND

2.1 LICENSOR and LICENSEE were plaintiff and defendant, respectively, in a lawsuit that was originally filed in late January, 2006 and was subsequently removed to the U.S. District Court for the Southern District of Texas (Houston Division) under Cause No. A4:06-CV-00347 (the "Lawsuit").

2.2 LICENSOR and LICENSEE executed a Settlement Agreement effective April 28, 2006, pursuant to which the Lawsuit is to be dismissed with prejudice.

2.3 Under the Settlement Agreement, which is attached hereto as **Attachment A** and incorporated fully herein by reference, LICENSEE agreed to acknowledge LICENSOR's

ownership of the mark 12th MAN, and LICENSOR agreed to grant a license to LICENSEE under the 12th MAN mark. This License Agreement constitutes that license.

2.4 LICENSOR represents that it owns trademark rights in and to the marks identified in **Attachment B** hereto (the "LICENSED MARKS"), and LICENSEE acknowledges that LICENSOR owns such marks pursuant to the Settlement Agreement attached as **Attachment A**.

2.5 LICENSEE recognizes the goodwill appurtenant to use and/or ownership of the LICENSED MARKS and desires to obtain a license to utilize them. LICENSOR is willing to grant such a license under the terms and conditions of this License Agreement.

3. DEFINITIONS

3.1 MARKS includes names, trademarks and service marks.

3.2 LICENSE means the license set forth in this License Agreement.

3.3 LICENSED MARKS means those MARKS identified in **Attachment B**.

3.4 LICENSED GOODS and/or LICENSED SERVICES means those goods and services specified in **Attachment C** hereto on or in connection with which the specified LICENSED MARKS are used pursuant to this License Agreement.

3.5 TERRITORY means the geographic territory identified in **Attachment C**. To the extent that use of the LICENSED MARKS with the LICENSED SERVICES or images of the LICENSED GOODS bearing the LICENSED MARKS are broadcast outside of the TERRITORY in connection with the broadcast of the services of LICENSEE, or that use of the LICENSED MARKS is transmitted via e-mail, or mail, or the internet outside of the TERRITORY, the TERRITORY will extend to cover such broadcasts, e-mail, mail, or internet

communications so long as such use is permitted by the terms of the Settlement Agreement attached as Attachment A, and made consistent with the terms of Section 11, below.

3.6 EFFECTIVE DATE means the last date on which both parties have signed this License Agreement.

3.7 TERM means the effective period of this License Agreement, which shall commence on the EFFECTIVE DATE and which shall terminate, unless sooner terminated or otherwise renewed, five years after the EFFECTIVE DATE, on the fifth anniversary of the EFFECTIVE DATE. If LICENSEE desires a second term of five (5) years, it shall give notice to LICENSOR at least one-hundred eighty (180) days prior to expiration of the initial term, and such renewal shall be granted unless defaults or breaches previously identified by LICENSOR (if any) at the time such renewal is requested were not promptly cured at the time such defaults or breaches were identified as specified in paragraph 6 and 13 herein. LICENSOR shall give notice of any perceived default by LICENSEE within thirty (30) days of the alleged default and specify reasonable means for curing such perceived default. Failure to give notice of a default shall not constitute waiver of that default unless LICENSOR has actual knowledge of the perceived default. Moreover, waiver of a default shall not constitute waiver of subsequent or future defaults. Following receipt of such notice, LICENSEE shall use its best efforts to cure the perceived default as soon as possible, but will, in any event, immediately contest the default as provided herein, or cure the default within no more than (20) twenty days. If LICENSEE disagrees with a notice of default received from LICENSOR, then LICENSEE shall provide LICENSOR written notice of its disagreement with LICENSOR's notice of default within five (5) business days of receipt of such notice from LICENSOR and explain the grounds for such disagreement. If LICENSOR disagrees with LICENSEE's cure of an alleged default, then

LICENSOR shall provide written notice to LICENSEE of such disagreement within five (5) business days after the 20-day curative period that the cure was, in LICENSOR's opinion, insufficient. If there is any such disagreement about whether a default exists or whether a cure has been effected, that disagreement shall be handled in an expeditious manner to minimize any possibility for irreparable harm as provided in Paragraph 13 below. The License shall also terminate at the time and in the event that the Seahawks are relocated to a city outside of the state of Washington or upon reasonable written notice by LICENSEE during the TERM of the license.

3.8 QUALITY for LICENSED GOODS and/or LICENSED SERVICES is more specifically defined in Paragraph 10.1 hereof.

4. LICENSE GRANT

Subject to the terms and conditions of this License Agreement, LICENSOR grants to LICENSEE the non-exclusive right and license to utilize the LICENSED MARKS in the TERRITORY solely on and in connection with the specified LICENSED GOODS and SERVICES of QUALITY during the TERM hereof.

5. PAYMENTS TO LICENSOR

5.1 LICENSEE shall pay to LICENSOR an annual royalty of \$5,000 during the TERM of the License for each year, or part thereof, that the License remains in existence and has not been terminated. The annual royalty for the first year shall be payable within ten (10) business days after the EFFECTIVE DATE. The annual royalty for the second year shall be payable on or before the first anniversary of the EFFECTIVE DATE. The annual royalty for each succeeding year shall be payable on or before the succeeding anniversary of the

EFFECTIVE DATE (e.g. the annual royalty for the third year shall be payable on or before the second anniversary of the EFFECTIVE DATE). In the event that this License is renewed for any additional TERMS other than the first renewal term provided in the Settlement Agreement between the parties (**Attachment A**), the amount of this royalty shall be subject to renegotiation at the beginning of each additional TERM, if any, for reasonable adjustment in response to economic factors such as the cost of living, changed market conditions, or similar market factors.

6. DEFAULT, TERMINATION

6.1 In the event that LICENSEE fails to submit timely payments to LICENSOR as provided in this License Agreement, or in the event that LICENSEE becomes insolvent, makes any assignment for the benefit of creditors, or is subject to any bankruptcy or receivership proceedings, or in the event that either party fails to comply with any of its material obligations under this License Agreement, the other party may serve on the defaulting party a notice of default specifying the nature of the default and specifying reasonable means for curing the default. If a default relates to financial considerations such as bankruptcy, payment of royalties, or payment of the lump sum amounts set forth in the Settlement Agreement, and the default is not cured within twenty (20) days from service of the notice of default, LICENSOR may then serve its Notice of Termination, and the license granted under this agreement shall be automatically terminated upon receipt of said Notice of Termination. There shall be no refund of any pre-paid royalties. If the alleged default is based upon grounds other than financial grounds, then cure and termination shall be resolved pursuant to the terms provided for addressing non-financial defaults or violations in Paragraph 13 herein.

6.2 LICENSEE may terminate the LICENSE granted under this License Agreement at any time without cause after serving upon LICENSOR one (1) month's Notice of Intent to Terminate. In such event, the LICENSE granted under this License Agreement shall be automatically terminated one (1) month after service by LICENSEE of said Notice of Intent to Terminate. There shall be no refund of any settlement payment or royalties.

6.3 Unless sooner terminated pursuant to the provisions of this License Agreement, the LICENSE granted under this License Agreement shall remain in effect throughout the TERM described in paragraph 3.7 above.

7. EFFECT OF EXPIRATION OR TERMINATION

7.1 Upon expiration of this agreement or termination pursuant to Section 6 above, all licensed rights granted to LICENSEE hereunder shall cease, and LICENSEE will refrain from further use of the LICENSED MARKS, or any mark or name confusingly similar to the LICENSED MARKS, in connection with the manufacture, sale, distribution, or promotion of goods or services. Regardless of the existence of this License Agreement, LICENSOR acknowledges that use of the number "12" separate and apart from the word "MAN" in a manner that sufficiently distinguishes the resulting mark or name from the mark "12th MAN," such as in the composite name 12th SEAHAWK, shall not be deemed to be confusingly similar, or tending to create a likelihood of confusion with, a misuse of, or a colorable imitation of the LICENSED MARKS for the purposes of this License Agreement.

7.2 Upon expiration of this License Agreement or termination pursuant to Section 6, LICENSEE shall not operate its business in any manner which would falsely suggest to the public that this License Agreement is still in force.

7.3 Expiration or termination of this agreement shall not relieve LICENSEE from the obligation to pay LICENSOR any payments due and owing at the time of termination.

8. PERSONAL LICENSE

8.1 The LICENSE granted to LICENSEE is personal, and no rights hereunder may be transferred by LICENSEE without the express written approval of LICENSOR; provided, however, that such rights may be transferred to a successor-in-interest entity of the business of the "Seattle Seahawks" that is doing business as the Seattle Seahawks, and is owned or controlled by the current owner of LICENSEE, without prior consent of LICENSOR. LICENSEE shall immediately notify LICENSOR of any change or proposed change in ownership or control of LICENSEE during the TERM hereof.

8.2 LICENSEE shall grant no sublicenses under this License Agreement, but this shall not prevent LICENSEE from granting the limited license necessary to have products of QUALITY made for it by third parties to its specifications for promotional "giveaways", provided that no money is received from the recipients of such goods, and all other provisions of this License Agreement are satisfied. The distribution of such "giveaways" within the TERRITORY, without remuneration, shall be deemed to be part of the offering of LICENSED SERVICES under this License Agreement.

9. GOODWILL IN LICENSED MARKS

9.1 LICENSEE agrees that the LICENSED MARKS have goodwill in the minds of the consuming public. LICENSEE agrees that such goodwill should be protected and enhanced and, toward this end, LICENSEE shall not during the TERM or thereafter:

- (a) attack LICENSOR's ownership of the LICENSED MARKS;
- (b) offer for sale any merchandise bearing the term "12th Man;"
- (c) proactively encourage non-associated 3rd party media outlets such as KJR Radio, KOMO TV, or national TV broadcasts to use the term 12th Man;
- (d) use the term 12th Man in conjunction with the color maroon or any color of red derivatives;
- (e) establish or endorse any organization with "12th Man" in its name e.g., "12th Man Foundation;"
- (f) raise a flag bearing the term "12th Man", it being understood that LICENSEE at all times shall have the right to continue to raise a flag at its home games bearing the number "12" (and, during the term of the license, refer to such flag as the "12th Man Flag") or make other promotional uses of such "12" flags;
- (g) use "12th Mania" in any form; or
- (h) apply to register or maintain any application or registration of the LICENSED MARKS.

9.2 All use by LICENSEE of the LICENSED MARKS inures to the benefit of LICENSOR.

9.3 In order to facilitate protection of the LICENSED MARKS, LICENSEE agrees to provide for pre-approval to LICENSOR its print media intended for general distribution within the TERRITORY identified on **Attachment C**, its Game Day Program and promotional giveaway items if LICENSEE intends to use the marks in its print media intended for general distribution within the TERRITORY identified on **Attachment C**, its Game Day Program, or promotional merchandise.

The items required in paragraph 9.3 shall be provided to LICENSOR by mailing, emailing, or shipping them, postage or shipping costs prepaid, to:

Chief Marketing Officer and Vice President For Communications
Texas A&M University
1180 TAMU
College Station, Texas 77843-1180

9.4 LICENSEE agrees to cooperate with LICENSOR in the enforcement of rights in the LICENSED MARKS against others by providing LICENSOR with notice of unauthorized uses of which LICENSEE becomes aware, and by cooperating, at LICENSOR's expense, in any actions against alleged infringers within the TERRITORY.

10. QUALITY CONTROL; PACKAGING AND ADVERTISING APPROVAL

10.1 All LICENSED GOODS and SERVICES shall be QUALITY goods and services. LICENSEE acknowledges that if LICENSED GOODS and SERVICES manufactured, offered and sold by it were of inferior quality in design, material or workmanship, the substantial goodwill which LICENSOR possesses in the MARKS would be impaired. Accordingly, LICENSEE agrees that all LICENSED GOODS and SERVICES shall be of QUALITY. LICENSOR acknowledges that the level of quality of the professional football entertainment, goods, services and fan base relations currently offered by LICENSEE pursuant to the oversight of the National Football League ("NFL") is an acceptable level of QUALITY, and agrees that it will not prescribe a level of quality greater than that represented by the quality represented by substantial compliance with current NFL standards.

10.2 To assist LICENSOR in controlling the manner of use of the LICENSED MARKS and in controlling the QUALITY of any goods offered under the LICENSED MARKS,

if any, LICENSEE shall, before it uses the LICENSED MARKS in its print media intended for general distribution within the TERRITORY, in its Game Day magazine, or on promotional merchandise furnish to LICENSOR, free of cost, for its approval, a sample of each such use of the LICENSED MARKS in connection with LICENSED SERVICES. LICENSOR shall have five (5) business days or such shorter time as may reasonably be specified by LICENSEE under the circumstances from receipt of each new sample of use in connection with the LICENSED SERVICES or from receipt of each newly proposed LICENSED PRODUCT in which to reject the sample or product. In absence of rejection, or upon earlier written acceptance, the sample shall be deemed as accepted as an example of the quality for that use of the LICENSED MARK. LICENSOR's pre-approval shall not be unreasonably withheld (by way of example, and not limitation of possible grounds for withholding approval, it shall be granted unless LICENSEE's contemplated use is in poor taste or has a negative impact on LICENSOR's image). Once a proposed use has been approved, it may be used thereafter throughout the TERM without additional approval.

11. MARKING

11.1 LICENSEE agrees that it will designate the LICENSED GOODS and SERVICES in a manner as specified from time to time in writing by LICENSOR to indicate the rights of LICENSOR in the LICENSED MARKS, including registration status of the LICENSED MARKS and that the goods and services are offered pursuant to license. Unless otherwise specified in writing and agreed upon by the parties, when required to give attribution to the LICENSOR's rights in the LICENSED MARKS, LICENSEE shall state the following: "The term '12th Man' is a trademark of Texas A&M University and its use is pursuant to a license agreement with the university" (the "Attribution Statement"). LICENSEE will provide the

Attribution Statement to game commentators for broadcasts owned or controlled by LICENSEE and have it read during the broadcast at the same time as other, similar proprietary notice announcements of LICENSEE or the National Football League are made. For broadcasts of Seattle games for which LICENSEE does not own or control the broadcasts, LICENSOR shall be free, as the trademark owner, to request those who own or control the broadcasts to make a statement consistent with the statement referenced above with relation to the mark. LICENSEE shall not oppose such announcements by the networks and, if asked by the networks whether such announcements are acceptable, LICENSEE shall indicate its concurrence.

11.2 If LICENSEE uses the LICENSED MARKS on its website, it will use the trademark notice (*e.g.*, ® or ™ as appropriate) and will make the Attribution Statement in a small, legible font footnote or bottom-of-page disclosure. Such disclosure will appear on any page where the LICENSED MARKS are a significant feature and on the legal disclosure/disclaimer page of the website. *E.g.*, the LICENSED MARKS are considered to be a “significant feature” if they are used in a manner that distinguishes them from other printed information on the page, such as by differing larger font, larger size, or color. If the LICENSED MARKS are used in text on the website, no trademark notice or footnote disclosure is required, but the LICENSED MARKS will be set off in quotation marks or in all caps.

11.3 If LICENSEE uses the LICENSED MARKS on print media intended for general distribution within the geographic area identified in Exhibit B or in its Game Day Program, LICENSEE will use the trademark notice (*e.g.*, ® or ™ as appropriate) and will make the Attribution Statement in a small, legible font footnote disclosure.

11.4 If LICENSEE uses the LICENSED MARKS on giveaway promotional items, it will use the trademark notice (*e.g.*, ® or ™ as appropriate) and make the Attribution Statement on an affixed tag or other disclosure.

11.5 LICENSEE shall not be required to use any trademark notice or attribution on direct mail or email communications sent from LICENSEE to targeted recipients. “Targeted

recipients” means existing and previous season ticket holders, fan club members, prior single game or ticket package buyers and persons who have made an affirmative indication to LICENSEE that the person is interested in receiving Seahawks-related communication. To the extent that it is determined that a targeted recipient is directly or indirectly causing retransmission of a communication containing the marks to multiple recipients (e.g., blast or spam e-mailing) outside of the defined geographical area identified in Exhibit B, LICENSEE will take reasonable steps to avoid or minimize such spillover by agreeing to either cease sending the identified targeted recipient communications containing the LICENSED MARKS, or to take other reasonable steps to cease distribution of communications containing the marks outside of the defined geographical area.

12. INDEMNITY/HOLD HARMLESS

12.1 LICENSEE agrees that it is wholly responsible for all goods and services offered or sold by it, including all LICENSED GOODS and SERVICES, and that LICENSOR shall have no liability for any items or services, including any LICENSED GOODS and SERVICES offered or sold by LICENSEE.

12.2 LICENSEE indemnifies and holds harmless LICENSOR and the officers, directors, employees, heirs, attorneys, and agents thereof, from any claims, demands, causes of action, and damages, including reasonable attorney’s fees, caused by or arising out of use by LICENSEE of any LICENSED MARK or workmanship, material or design of any LICENSED GOOD offered or sold by LICENSEE, including without limitation, claims or actions for product liability and patent or copyright infringement.

12.3 LICENSOR agrees that it is wholly responsible for all goods and services offered or sold by it and that LICENSEE shall have no liability for any items or services offered or sold by LICENSOR.

12.4 LICENSOR indemnifies and holds harmless LICENSEE and the officers, directors, employees, heirs, attorneys, and agents thereof, from any claims, demands, causes of action, and damages, including reasonable attorney's fees, caused by or arising out of use by LICENSOR of any LICENSED MARK, including without limitation, claims or actions for product liability and patent or copyright infringement.

13. NOTICES/ OPPORTUNITY FOR CURE

13.1 Except as provided in Paragraph 9.3, all notices or demands required to be made or permitted under this agreement shall be in writing or via email and shall be deemed served when received by the following individuals:

On behalf of the Seahawks:

Jeffrey S. Miller
Foster Pepper PLLC
1111 Third Avenue, Suite 3400
Seattle, WA 98101
milje@foster.com

and

Lance Lopes
Qwest Field
800 Occidental Avenue S., Suite 100
Seattle, WA 98134
LanceL@Seahawks.com

On behalf of TAMU

Bill Raman
Wong Cabello
221 W. 6th Street, Suite 950
Austin, Texas 78701
BRaman@Counselip.com

And
Scott A. Kelly
Deputy General Counsel, Texas A&M University
Texas A&M System Building, Suite 2079
200 Technology Way
College Station, Texas 77840

or to such other address as either party may from time to time designate in writing.

13.2 Opportunity for Cure/Mediation. If either party believes that the other party is in default or material violation of this License Agreement that does not relate to payment of monies or financial condition, such party shall provide notice in writing to the other party specifying the alleged violation within thirty days of gaining actual knowledge of the alleged violation and specify reasonable means for curing such violation. Failure to give notice of an alleged violation shall not constitute waiver of that violation unless the offended party has actual knowledge of the alleged violation. Moreover, waiver with regard to one violation shall not constitute waiver of subsequent violations.

13.3 The allegedly offending party shall use its best efforts to cure the perceived violation as soon as possible, but will, in any event, immediately (within five (5) business days of receipt of notice) contest the alleged violation as provided below or cure the alleged violation within no more than twenty (20) days. If the allegedly offending party opts to contest the allegation of a violation, it shall provide notice of its disagreement with the alleged violation

within five (5) business days of receipt of notice of the alleged violation and explain the grounds for such disagreement. Similarly, if cure is attempted and the allegedly offended party does not believe that the cure is sufficient, the allegedly offended party shall provide notice of the insufficiency of cure within five (5) business days of determining that cure was, in its opinion, insufficient.

13.4 The parties' designees identified in Paragraph 13.1 or other representatives identified under Paragraph 9.3 agree to confer by telephone or in person within ten (10) business days of the sending of such notices of disagreement to attempt to resolve the disagreement. If the parties are unable to reach agreement regarding resolution of the alleged violation within said ten (10) business days, then the parties agree to participate in mediation concerning the alleged violation within forty-five (45) days of the date of sending of the notice of disagreement with the allegation of violation or of the notice of insufficiency of cure, as the case shall be. The mediation shall be conducted before a mediator mutually agreed to by the parties. If the parties are unable to agree upon a single mediator, each party shall select a neutral mediator, and the mediation shall be conducted before the two selected mediators as neutral co-mediators. If the parties are unable to agree upon the time and/or place for the mediation, it shall be determined by the mediator(s). The above time periods may be extended by agreement of the parties. The parties shall share evenly the costs of the mediator(s). Neither party shall file suit without first providing the above-required notice and opportunity for cure. While the parties agree to be generally guided by the mediation process, if no agreement is reached in mediation, the allegedly offended party may pursue whatever claims or remedies it believes are available to it under this Agreement; the other party may assert whatever defenses it believes are available to it, and both parties reserve all of their rights under this License Agreement.

14. STATUS OF PARTIES

This License Agreement is not intended to create, and shall not be interpreted or construed as creating, a partnership, joint venture, franchise, agency, employment, master and servant, or similar relationship between LICENSOR and LICENSEE, and no representation to the contrary shall be binding upon LICENSOR.

15. BINDING EFFECT

This License Agreement shall be binding upon and inure to the benefit of LICENSOR and LICENSEE and, subject to paragraph 8.1 above, their respective successors, assigns, executors, heirs, and personal representatives.

16. LAW GOVERNING

THIS LICENSE AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

17. MISCELLANEOUS

17.1 The provisions of this License Agreement are severable, and if any provision shall be held illegal, invalid, or unenforceable, such holding shall not affect the legality, validity, or enforceability of any other provision. Any such illegal, invalid, or unenforceable provision shall be deemed stricken herefrom as if it had never been contained herein, but all other provisions shall continue in full force and effect.

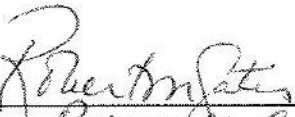
17.2 As used herein, the term LICENSEE shall include the plural as well as the singular, the masculine and feminine genders, and corporations, partnerships, and other business entities as well as individuals.

17.3 This License Agreement may not be amended, modified, or rescinded except by a written agreement executed by LICENSOR and LICENSEE.

EXECUTED by LICENSOR and LICENSEE in duplicate copies, each of which shall be deemed an original.

[LICENSOR]

[LICENSEE]

By: 
Name: Robert M. Gate
Date: July 21, 2006

By: _____
Name: _____
Date: _____

17.2 As used herein, the term LICENSEE shall include the plural as well as the singular, the masculine and feminine genders, and corporations, partnerships, and other business entities as well as individuals.

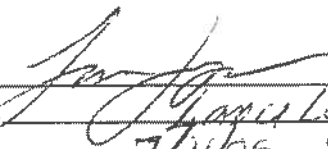
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EXECUTED by LICENSOR and LICENSEE in duplicate copies, each of which shall be deemed an original.

[LICENSOR]

[LICENSEE]

By: _____
Name: _____
Date: _____

By:  _____
Name: Francis Lopez U.P. General Counsel
Date: 7/2/06

ATTACHMENT A

TEXAS A&M UNIVERSITY,	§	IN THE UNITED STATES DISTRICT COURT
	§	
	§	
Plaintiff,	§	FOR THE SOUTHERN DISTRICT OF TEXAS
	§	
	§	
v.	§	HOUSTON DIVISION
	§	
SEATTLE SEAHAWKS, INC., SEATTLE	§	
PROFESSIONAL FOOTBALL, INC., and	§	
FOOTBALL NORTHWEST, LLC,	§	CAUSE NO. A 4:06 – CV- 00347
	§	
	§	
Defendants.	§	
	§	
	§	
	§	

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into effective April 28, 2006 by Texas A&M University (hereafter “TAMU”) and Football Northwest LLC (“Seattle”). TAMU and Seattle shall hereafter be collectively referred to as the “Parties.”

The Parties agree to compromise and settle this litigation pursuant to the terms set forth in the attached Exhibit A. In doing so, no party admits any liability or wrongdoing, but rather chooses to settle the litigation to avoid the expense and uncertainty of litigation.

Each party represents that it owns the claims being settled and that the representative signing the Agreement has full authority to settle the litigation and enter into this Agreement.

Plaintiff, Texas A&M University, hereby discharges Seattle from any and all claims and causes of action asserted in this litigation, or which could have been asserted. Seattle hereby releases and discharges TAMU from any and all claims and causes of action asserted in this

litigation, or which could have been asserted. The Parties expressly stipulate that the terms of the respective releases and discharges extend to their officers, directors, agents, employees, attorneys, affiliates, franchisees, licensees, customers, distributors, subsidiaries and parent companies of the respective Parties. The release and discharge do not relieve any party from compliance with the obligations imposed under this Agreement, which survive.

The Parties agree, by May 19, 2006, to present a Stipulated Motion to Dismiss and Order of Dismissal consistent with this Agreement to the Court, and that the Agreed Order of Dismissal shall provide for each party to bear its own costs of Court and attorney fees. The Parties agree that this Agreement is complete and binding, and is enforceable, but that they envision further documentation is necessary to effectuate the terms of the Agreement, and to document all of its provisions. The Parties agree to cooperate in good faith to accomplish that documentation on or before May 19, 2006.

The Parties agree that in the event of a dispute as to the implementation or documentation of this Agreement, they will reconvene in a neutral city to be agreed upon to resolve such dispute.

This Agreement shall be governed by and construed under the laws of the State of Texas.

AGREED TO AND ACCEPTED:

Representative of Texas A&M University

Representative of Football Northwest LLC

By: _____

By: *[Signature]*

Name: _____

Name: *[Signature]*

V.P. Corporate Development/General Counsel

Title

Title

4/27/06

Date

Date

litigation, or which could have been asserted. The Parties expressly stipulate that the terms of the respective releases and discharges extend to their officers, directors, agents, employees, attorneys, affiliates, franchisees, licensees, customers, distributors, subsidiaries and parent companies of the respective Parties. The release and discharge do not relieve any party from compliance with the obligations imposed under this Agreement, which survive.

The Parties agree, by May 19, 2006, to present a Stipulated Motion to Dismiss and Order of Dismissal consistent with this Agreement to the Court, and that the Agreed Order of Dismissal shall provide for each party to bear its own costs of Court and attorney fees. The Parties agree that this Agreement is complete and binding, and is enforceable, but that they envision further documentation is necessary to effectuate the terms of the Agreement, and to document all of its provisions. The Parties agree to cooperate in good faith to accomplish that documentation on or before May 19, 2006.


The Parties agree that in the event of a dispute as to the implementation or documentation of this Agreement, they will reconvene in a neutral city to be agreed upon to resolve such dispute.

This Agreement shall be governed by and construed under the laws of the State of Texas.

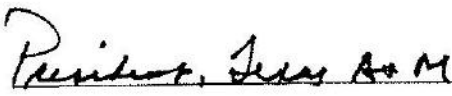
AGREED TO AND ACCEPTED:

Representative of **Texas A&M University**

Representative of **Football Northwest LLC**

By: 
Name:

By: _____
Name:


Title

Title

5-2-06
Date

Date

EXHIBIT A

1. Texas A&M ("TAMU") will grant to Seattle a trademark license to use the "12th Man" mark and, if desired, related marks (the "marks") within a specifically defined, limited geographical area (Alaska, Hawaii, Washington, Oregon, Idaho, Montana, Utah) and otherwise as provided below. The license agreement will acknowledge TAMU's ownership of the marks and will provide standards for the use of the marks. The parties agree that the oversight of the National Football League for the operation of franchises, the offering of professional football entertainment services, and the use of trademarks and service marks shall constitute an appropriate level of "quality" for the license and that substantial compliance with NFL standards shall constitute sufficient quality under the license.
2. The license will also include agreed upon reasonable notice provisions that shall be used to give notice that the marks are owned by TAMU and that their use is pursuant to license. Such provisions shall include providing game commentators for broadcasts owned or controlled by Seattle with a mutually-agreed upon statement that use of "12th Man" is pursuant to license agreement from TAMU that shall be read during the broadcast at the same time as other, similar proprietary notice announcements of Seattle or the National Football League are made. For broadcasts of Seattle games for which Seattle does not own or control the broadcasts, TAMU shall be free, as the trademark owner, to request those who own or control the broadcasts to make a statement consistent with the statement referenced above with relation to the mark. Seattle shall not oppose such announcements by the networks and, if asked by the networks whether such announcements are acceptable, Seattle shall indicate its concurrence.
3. While it is recognized that some "spillover" use outside of the specified geographical area may occasionally occur and that certain uses (such as the Seattle website and satellite radio) will be available outside the geographic area, the parties will be committed to take all reasonable steps to avoid or minimize such spillover. Such steps may include displaying the marks in stadium signage (other than the existing signage on the south façade of the stadium, which shall remain in place) at locations that are effectively "dead zones" within the stadium so that they are not likely to be inadvertently broadcast over national television.
4. Seattle will use the appropriate trademark notice (e.g. ® or ™ as appropriate) in a fashion to be agreed upon by the parties. The following guidelines shall apply for such use:

- a. Seattle shall not be required to use any trademark notice or footnote attribution on direct mail or email communications sent from Seattle to targeted recipients. “Targeted recipients” means existing and previous season ticket holders, fan club members, prior single game or ticket package buyers and persons who have made an affirmative indication to Seattle that the person is interested in receiving Seahawks-related communication. This paragraph shall be subject to the terms of paragraph 3 to the extent that it is determined that a targeted recipient is directly or indirectly causing retransmission of a communication containing the marks to multiple recipients (e.g., blast or spam e-mailing) outside of the defined geographical area. If such is determined to be the case, then Seattle agrees to either cease sending the identified targeted recipient communications containing the marks, or to take other reasonable steps to cease distribution of communications containing the marks outside of the defined geographical area.
- b. On print media intended for general distribution within the geographic area, Seattle shall use the trademark notice (e.g. ® or ™ as appropriate) and will include a small, legible font footnoted disclosure that the marks are used by license from TAMU in a form to be agreed upon.
- c. If Seattle uses the marks in its Game Day Program, it will use the trademark notice (e.g. ® or ™ as appropriate) and will include a small, legible font, footnoted disclosure that the marks are used by license from TAMU in a form to be agreed upon.
- d. If Seattle gives away promotional items using the marks, Seattle shall use the trademark notice (e.g. ® or ™ as appropriate) and shall affix a tag or otherwise disclose on those items that the marks are used by license from TAMU in a form to be agreed upon.
- e. If Seattle uses the marks on its website, it will use the trademark notice (e.g. ® or ™ as appropriate) and will make a small, legible font footnote or bottom-of-page disclosure that the marks are used by license from TAMU in a form to be agreed upon. Such disclosure will appear on any page where the marks are a significant feature and on the legal disclosure/disclaimer page of the website. *E.g.*; Marks are considered to be a “significant feature” if they are used in a manner that distinguishes the Marks from other printed information on the page, such as by differing larger font, larger size, or color. If

the marks are used in text on the website, no trademark notice or footnote disclosure is required, but the marks will be set off in quotation marks or in all caps.

5. Seattle's proposed uses of the marks under sub-paragraphs 4(b), (c) and (d) and the form notice provisions shall be subject to pre-approval by TAMU. TAMU shall provide that approval within a reasonable period of time to be specified in the license; a failure to respond by TAMU within that time shall be deemed an approval. TAMU's pre-approval shall not be unreasonably withheld (by way of example, and not limitation of possible grounds for withholding approval, it shall be granted unless Seattle's contemplated use is in poor taste, or has a negative impact on TAMU's image, etc.). Once a proposed use and notice has been approved, it may be used thereafter without further approval. By way of illustrative example, a format may be developed before the season begins for attribution on radio broadcasts that Seattle controls. Once a format is approved, it may be used throughout the term of the license without the need for review prior to successive uses.

6. The license will be for an initial term of five (5) years. If Seattle desires a second term of five (5) years, it shall give notice to TAMU one-hundred eighty (180) days prior to expiration of the initial term, and such renewal shall be granted unless defaults or breaches previously identified by Texas A&M (if any) at the time such renewal is requested were not promptly cured at the time that such defaults or breaches were identified. TAMU shall give notice of any perceived default by Seattle within thirty (30) days of the alleged default and specify reasonable means for curing such perceived default. Failure to give notice of a default shall not constitute waiver of that default unless TAMU has actual knowledge of the perceived default. Moreover, waiver of a default shall not constitute waiver of subsequent or future defaults. Following receipt of such notice, Seattle shall use its best efforts to cure the perceived default as soon as possible, but will, in any event, immediately contest the default as provided herein, or cure the default within no more than (20) twenty days. If Seattle disagrees with a notice of default received from TAMU, then Seattle shall provide TAMU written notice of its disagreement with TAMU's notice of default within five (5) business days of receipt of such notice from TAMU and explain the grounds for such disagreement. If TAMU disagrees with Seattle's cure of an alleged default, then TAMU shall provide written notice to Seattle of such disagreement within five (5) business days of TAMU determining that the cure was, in TAMU's opinion, insufficient. If there is any such disagreement about whether a default exists or whether a cure has been effected, that

disagreement shall be handled in an expeditious manner to minimize any possibility for irreparable harm as provided in paragraph 8 below. The license shall also terminate at the time and in the event that the Seahawks are relocated to a city outside of the state of Washington or upon reasonable written notice by Seattle during the term of the license.

7. TAMU contends and believes that to police and maintain the license, TAMU will have administrative costs that it would not otherwise incur. In recognition of these costs, to promote the goals of the TAMU and in consideration for the releases and license provided for in this Agreement, Seattle will pay \$5,000 per year to TAMU. Seattle will also pay TAMU a lump sum of \$100,000. This amount shall be paid in two installments, with \$50,000 to be paid within 30 days of the execution of the license and the remaining \$50,000 to be paid on or before April 27, 2007. The lump sum payment shall be due and payable as provided above regardless of whether the license is terminated within the first year of the license, and shall not be refundable for any reason.

8. The license shall include reasonable provisions for notice of alleged non-compliance and for the process by which the parties will seek to expeditiously resolve such alleged non-compliance. That process will include, among other things, provisions for discussions between representatives of the Parties and, if necessary, for a mediation of disputes. The license will provide standards for performance and repeated failure to meet the standards or negligence in maintenance of those standards (if not resolved through the process mentioned above) will be grounds for termination of the license.

9. Seattle will cooperate with TAMU in the enforcement of rights in the mark against others by providing TAMU with notice of unauthorized uses of which Seattle becomes aware, and by cooperating, at TAMU's expense, in any actions against alleged infringers within the geographic area.

10. Seattle will not challenge any trademark registrations of TAMU relating to the 12th MAN Marks, including, but not limited to, Texas A&M's trademark registration numbers 1,948,306, 1,612,053 and 2,189,229.

11. During the term of the license Seattle may use the number “12” standing alone or as part of a dissimilar composite mark. Upon expiration or termination of the license, Seattle may use the number “12” standing alone or as part of a dissimilar composite mark; provided, however, that it shall be wholly disassociated from any reference to the term “man” (e.g. no use of twelfth man, 12th man, 12th MAN, 12th Man, etc.) Further Seattle agrees that (unless otherwise agreed by the parties either during or after the expiration of the license) it:

- a. Will not offer for sale any merchandise containing the term “12th Man;”
- b. Will not proactively encourage non-associated 3rd party media outlets such as KJR Radio, KOMO TV, or national TV broadcasts to use the term 12th Man;
- c. Will not use the term 12th Man in conjunction with the color maroon or any color of red derivatives;
- d. Will not establish or endorse any organization with "12th Man" in its name e.g., "12th Man Foundation;"
- e. Will not raise a flag bearing the term "12th Man", it being understood that Seattle at all times shall have the right to continue to raise a flag at its home games bearing the number “12” (and, during the term of the license, refer to such flag as the “12th Man Flag”) or make other promotional uses of such “12” flags; and
- f. Will not use “12th Mania” in any form.

12. Seattle agrees after termination of the license agreement that it shall not use “12th man,” “Twelfth Man,” or any phonetically equivalent term descriptively or generically in reference to fans, fan support, fan base, or team support or spirit, other than in nominative references to the goods or services of TAMU. This paragraph shall not preclude use of 12th man or a phonetic equivalent to refer to having an actual twelfth player on the field or on the sideline.

13. The parties will designate a contact person to administer compliance with the terms of the license agreement. Seattle has designated Lance Lopes, its Vice President and General Counsel. TAMU designates its Vice President and Chief Marketing Officer. The Parties shall give notice of new appointments in the manner provided in the license.

14. The parties will jointly prepare and issue a mutually acceptable press release that *inter alia* acknowledges that the parties have settled the present litigation through the grant of a license by TAMU to Seattle.

15. Seattle will refer any requests to license 12th Man to TAMU and will inform parties making such requests that Seattle's use of 12th Man is under license from TAMU.

16. This agreement may be executed in counterparts and a facsimile signature will be considered to have the same force and effect as an original signature.

THE LICENSED MARKS ARE:

12th MAN

ATTACHMENT B

LICENSED PRODUCTS AND/OR SERVICES ARE:

National Football League Professional Football Entertainment Services and Fan Base Relations

THE TERRITORY IS:

The States of Washington, Oregon, Montana, Alaska, Hawaii, Idaho, and Utah

ATTACHMENT C