

LICENSE AGREEMENT

AGREEMENT made as of the _____ day of _____, 1984,
between _____ (hereinafter called
"Licensor") and USFL Properties, Inc., a Delaware corporation
having an office at 52 Vanderbilt Avenue, New York, New York
(hereinafter the "Corporation").

W I T N E S S E T H:

WHEREAS, Licensor is member of the United States
Football League, a New York not for profit association (the
"USFL") and has rights to the names, emblems, insignia, sym-
bols, designs, colors and other identifying marks (all of which
are hereinafter collectively called the "Symbols") of _____
_____ (a football team which is a member club in the
USFL) and of the USFL;

WHEREAS, Licensor desires to license to the Corpora-
tion subject to the terms, conditions and limitations and for
the purpose herein contained, its rights to the use of the
Symbols;

WHEREAS, the Corporation is engaged or proposes to
engage in the business of licensing the Symbols to other

persons and otherwise using the Symbols in connection with products and services;

WHEREAS, Licensor and USFL Holdings, Inc., a Delaware corporation, which owns all of the issues and outstanding stock of the Corporation, have agreed to enter into this License Agreement pursuant to a certain Stockholders' Agreement dated as of October , 1984 among them and other parties;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, Licensor and the Corporation do hereby respectively grant, covenant and agree as follows:

1. Grant of License.

Licensor hereby grants to the Corporation, and the Corporation hereby accepts, the sole and exclusive worldwide license, during the term hereof, subject to the limitations hereinafter contained, of its rights to license and use the Symbols in connection with the advertising, merchandising, promotion, manufacture, sale and distribution of all products and services of any nature whatsoever, whether at wholesale, retail or as premiums, subject to the following limitations:

(a) Licensor's absolute right to use the Symbols in any manner whatsoever in connection

with the normal operation and promotion of its team and within the physical environs of any arena or other building in which the Licensor's team plays any games.

(b) All existing agreements of Licensor relating to any of the Symbols, all of which Licensor warrants are listed in Schedule A annexed hereto.

(c) Such additional limitations or restrictions, whether as to products and services or geographic areas, as are listed in Schedule B hereto.

2. Royalties.

The Corporation shall pay Licensor royalties at the rate of _____ percent (__%) of the Corporation's gross income from royalties actually received by the Corporation pursuant to any and all licenses granted by it, and _____ percent (__%) of the net sales proceeds actually received by the Corporation on the sale of any and all products or services sold by it directly and not pursuant to a license. The balance of the royalties and net sales proceeds actually received by the Corporation shall be retained by it, and no costs incurred in connection with the licensing of the Symbols or the advertising, promotion, manufacture, sale or distribution of any

products or services shall be deducted from any royalty payable to Licensor except for any amounts which Licensor has agreed to pay pursuant to Section 6 hereof.

3. Best Efforts.

During the term of this License Agreement, the Corporation shall use its best efforts to license the Symbols.

4. Consent by Licensor to Sublicense.

The Corporation agrees that, at least thirty days prior to entering into any license with respect to the Symbols and at least thirty days prior to entering into any binding agreement with respect to any other use of the Symbols, it will notify Licensor of the fact of such proposed sublicense or agreement, and that it will not enter into such license or agreement if, within fifteen days of such notice, Licensor shall have advised the Corporation that it does not consent to such proposed license or use. Licensor shall not unreasonably withhold its consent to any such sublicense or use. Such approval once given with respect to any proposed license or use, whether by failure to object or otherwise, shall apply to all extensions and renewals of such licenses and all future or repeated licenses and uses of the same type without any obligation on the Corporation's part further to notify Licensor.

5. Non-Exclusive Grant Within Local Territory.

The Corporation agrees that it will, upon the request of Licensor, grant without cost such licenses with respect to the Symbols, or release back to Licensor such rights with respect to the Symbols, limited to the local territory of the Licensor as defined in the Constitution of the USFL, as Licensor may reasonably request, to the extent that such licenses and/or releases are not in conflict with any licenses or other agreements previously entered into by the Corporation or then in the process of negotiation by the Corporation with third parties.

6. Protection of Rights.

The Corporation will cooperate with Licensor for the purpose of securing and preserving Licensor's right in and to the Symbols. In the event there has been no previous registration of the Symbols, the Corporation shall register such as a copyright, trademark or service mark in the appropriate class in the name of and at the expense of Licensor, or if Licensor so requests, in the Corporation's own name. If any suit, action or proceeding is brought against either of the parties hereto arising out of the use of any of the Symbols, the party against whom such suit, action or proceeding is brought shall immediately notify the other party and the

parties shall cooperate in the defense of any such action, suit or proceeding, provided, however, that if such action, suit or proceeding challenges the right of Licensor to the ownership of any of the Symbols, then Licensor shall defend any such suit, action or proceeding and pay all expenses of defending the same, including attorney's fees. The Corporation shall immediately notify Licensor of any infringements or imitations by others of any of the Symbols which may come to the Corporation's attention. Licensor shall have the sole right to determine whether or not any action shall be taken on account of any infringements or imitations of the Symbols, and shall pay all expenses of any such action.

7. Reports.

Within thirty days after the end of each fiscal quarter of the Corporation, the Corporation shall deliver to Licensor a report setting forth in reasonable detail for such quarter its receipts from royalties, net sales proceeds and income from other sources, and listing all licensing agreements entered into by it with respect to the Symbols and with respect to any other symbols licensed to the Corporation by other licensors, accompanied by payment of the amounts shown on such statements as due to Licensor pursuant to Section 2 hereof. Within ninety days after the end of each fiscal year of the

Corporation, the Corporation shall deliver to Licensor a full and complete statement, certified by the regularly employed independent certified public accountant of the Corporation, setting forth in reasonable detail for such year its receipts from royalties, net sales proceeds and income from other sources, listing all licensing agreements entered into by it with respect to the Symbols and with respect to any other symbols licensed to the Corporation by other licensors, accompanied by payment of such amount, if any, as is shown on such statement to be due over and above four quarterly payments previously made with respect to the four quarters of such fiscal year. If such audited statement shows that the payments made with respect to such four quarters aggregated more than the amount shown to be due for the fiscal year on such audited statement, such excess amount shall be a credit against any amounts due with respect to the next succeeding fiscal quarters until the credit for such excess payments shall have been used up.

8. Independent Status.

Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other in any manner not specifically provided for in this License Agreement.

9. Term.

The rights and obligations of the parties under this License Agreement shall commence on the date hereof and shall continue in perpetuity, unless sooner terminated as follows:

(a) The license to the Corporation with respect to the Symbols and the obligation of the Corporation to make any future payments to Licensor shall terminate at such time as Licensor ceases to be party to a certain Stockholders' Agreement dated as of October __, 1984, entered into among the Licensor, the Corporation's parent USFL Holdings, Inc., and other persons who are members of the USFL.

(b) The license of the Corporation with respect to all of the Symbols and the obligations of the Corporation to make any future payments to Licensor shall terminate at such time as the Corporation files a petition in bankruptcy or is adjudicated bankrupt or if it becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law or if it dissolves.

10. Title.

(a) Upon the termination of any rights licensed hereunder, such rights granted to the Corporation hereunder shall forthwith revert to Licensor, who shall be free thereafter to license others to use the Symbols, rights to which have reverted to Licensor, and the Corporation will refrain from further use of the Symbols except as provided in subparagraph (b) of this Section 10.

(b) Notwithstanding the provisions of subparagraph (a) of this Section 10, no termination of any license granted hereunder shall revoke the license granted to the Corporation hereunder insofar as the exercise of the rights granted hereunder is necessary to the fulfillment of licensing agreements entered into by the Corporation with other parties prior to the date of receipt by the Corporation of notice of such earlier termination.

(c) Upon the termination of any rights licensed hereunder, the Corporation agrees to execute and deliver to Licensor such documents and to take such other action as may be necessary to release or reconvey to Licensor any of the rights licensed to the Corporation hereunder as to which such license has terminated.

11. Further Assurances.

Licensor agrees to execute such further documents and to take such further action with respect to the licensing of the Symbols hereunder as the Corporation may reasonably request.

12. Notices.

All notices, demands or other communications hereunder shall be given or made in writing and shall be delivered personally, or sent by registered or certified mail, postage prepaid and return receipt requested, addressed to the Corporation at its principal office, and to the Licensor at the addresses set forth at the beginning of this Agreement or at such other addresses as may be designated by notice from such party to all other parties.

Any notice, demand or other communication given or made by mail in the manner prescribed in this Section 12 shall be deemed to have been received three (3) days after the date of mailing. Any notice, demand or other communication delivered personally shall be deemed to have been received on the date so delivered.

13. Entire Agreement; Modification.

This Agreement represents the entire agreement among the parties hereto with respect to the subject matter hereof and cannot be amended, modified, supplemented or extended

except by a written instrument signed by the Corporation and the Licensor. No oral representations or understandings with respect to this Agreement shall have any force or effect whatsoever. This Agreement cancels and supersedes all prior agreements and understandings, oral or written, among or between the parties hereto relating to the subject matter of this Agreement.

14. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns or any representative of any party, whether appointed by operation of law or otherwise.

15. Governing Law.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York without reference to any conflicts of law provisions thereof.

16. Non-Assignability.

This Agreement shall be personal to the parties hereto and shall not be assignable by the Corporation or the Licensor, except as may otherwise provided herein. Any attempted assignment in contravention of this provision shall be void and unenforceable.

17. Severability.

If any several provision of this Agreement is held to be invalid or unenforceable by any judgment of a tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected by such judgment, and the Agreement shall be carried out as nearly as possible according to its original terms and intent.

18. Captions.

The captions set forth in this Agreement, as well as the numerical arrangement and sequence of the provisions of this Agreement, are purely for convenience and shall be deemed to have no substantive effect whatsoever and shall be deemed not to exist for all purposes of interpretation of this Agreement.

19. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together with the signatures of the Corporation and the Licensor shall constitute one and the same instrument.

20. Gender, Etc.

Whenever the context requires, words used in the singular shall be construed to include the plural and vice

versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

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

SCHEDULE A

EXISTING AGREEMENTS AS TO
THE SYMBOLS