

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 301 Tarrow Street, 6th Floor, College Station, Texas 77840.

1.2 Football Northwest LLC, d/b/a Seattle Seahawks (hereinafter “LICENSEE”) is a Washington Limited Liability Company, having an address of 12 Seahawks Way, Renton, Washington 98056.

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

2. BACKGROUND

2.1 LICENSEE has used the mark 12TH MAN (the “LICENSED MARK”) by permission and pursuant to a Settlement Agreement with LICENSOR and a License Agreement (the “2006 License Agreement”) from LICENSOR that were both entered in 2006. The 2006 License Agreement will expire on July 21, 2016.

2.2 LICENSEE acknowledges that LICENSOR owns the rights in and to the LICENSED MARK, recognizes the goodwill appurtenant to use and/or ownership of the LICENSED MARK, and desires to obtain a license to utilize it for five (5) additional years

subject to the terms of this License Agreement. 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 MARK means the mark 12TH MAN.

3.4 LICENSED SERVICES means National Football League Professional Football Entertainment Services and Fan Base Relations on or in connection with which the specified LICENSED MARK is used pursuant to this License Agreement.

3.5 TERRITORY means the following geographic territory:

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

To the extent that use of the LICENSED MARK with the LICENSED SERVICES bearing the LICENSED MARK are broadcast outside of the TERRITORY in connection with the broadcast of the services of LICENSEE, or that use of the LICENSED MARK 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 otherwise permitted by the terms of this License Agreement and made consistent with the terms of Section 11, below.

3.6 EFFECTIVE DATE means July 22, 2016.

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 pursuant to the terms of this Agreement provided below, five years after the EFFECTIVE DATE, on the fifth anniversary of the EFFECTIVE DATE. 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.

If either party desires to maintain this License Agreement for a period of time after the TERM, it shall serve written notice on the other party on or before the fourth anniversary of this License Agreement (i.e., on or before July 22, 2020) of its desire to negotiate a further term of the License Agreement. If such written notice is served by either party by such date or, such timely notice is not served but following such date both parties desire to continue this License Agreement beyond the TERM, the parties agree to commence good faith negotiations within ninety days thereafter concerning the possibility of an extension of the License Agreement, which negotiations shall be concluded by April 1, 2021.

3.8 QUALITY for 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 MARK in the TERRITORY solely on and in connection with the specified LICENSED SERVICES of QUALITY during the TERM hereof.

5. PAYMENTS TO LICENSOR

5.1 LICENSEE shall pay to LICENSOR an annual royalty of \$18,000 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).

5.2 LICENSEE shall also pay to LICENSOR an annual payment of \$10,000 for use by LICENSOR in trademark enforcement efforts 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 enforcement payment for the first year shall be payable within ten (10) business days after the EFFECTIVE DATE. The annual enforcement payment for the second year shall be payable on or before the first anniversary of the EFFECTIVE DATE. The annual enforcement payment 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). The trademark enforcement payment shall be paid in full on the foregoing schedule each year that the License Agreement is in effect regardless of the amount of funds expended by LICENSOR on trademark enforcement efforts.

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 payments made under Section 5.

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 License 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 MARK, or any mark or name confusingly similar to the LICENSED MARK, 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” shall not be deemed to be confusingly similar, or tending to create a likelihood of confusion with, or a misuse of, or a colorable imitation of the LICENSED MARK for the purposes of this License Agreement. LICENSOR agrees that the use by LICENSEE of “12 SEAHAWK,” 12TH SEAHAWK,” “12” or “12s” shall not be deemed to be confusingly similar, or tending to create a likelihood of confusion with, or a misuse of, or a colorable imitation of the LICENSED MARK so long as the use of any such mark is not combined with other features or indicia that cause the resulting combination to identify and distinguish LICENSOR and become likely to cause confusion.

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 License 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 MARK

9.1 LICENSEE agrees that the LICENSED MARK has 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 MARK;
- (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) use the designation “Home of the 12th MAN”;

(g) raise a flag bearing the term "12th Man;", it being understood that nothing herein shall be construed to restrict LICENSEE at all times from 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.

(h) use 12TH MAN in its Ring of Honor; or

(i) apply to register or maintain any application or registration of the LICENSED MARK.

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

9.3 In order to facilitate protection of the LICENSED MARK, LICENSEE agrees to provide for pre-approval to LICENSOR its print media intended for general distribution within the TERRITORY identified in paragraph 3.5, its Game Day Program and promotional giveaway items if LICENSEE intends to use the LICENSED MARK in its print media intended for general distribution within the TERRITORY, 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:

Mr. Shane Hinckley
Vice President for Business Development
TAMU MS 1372
College Station, Texas 77843-1372

9.4 LICENSEE agrees to cooperate with LICENSOR in the enforcement of rights in the LICENSED MARK 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 SERVICES shall be QUALITY services. LICENSEE acknowledges that if LICENSED SERVICES offered and rendered by it were of inferior quality in design, material or workmanship, the substantial goodwill which LICENSOR possesses in the LICENSED MARK would be impaired. Accordingly, LICENSEE agrees that all LICENSED SERVICES shall be of QUALITY. LICENSOR acknowledges that the level of quality of the professional football entertainment 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 MARK and in controlling the QUALITY of any services offered under the LICENSED MARK, if any, LICENSEE shall, before it uses the LICENSED MARK in its print or electronic 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 MARK 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 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 SERVICES in a manner as specified from time to time in writing by LICENSOR to indicate the rights of LICENSOR in the LICENSED MARK, including the registration status of the LICENSED MARK and that the 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 MARK, 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 MARK 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 MARK is a significant feature and on the legal disclosure/disclaimer page of the website. For example, the LICENSED MARK is considered to be a "significant feature" if it is used in a manner that distinguishes it from other printed information on the page,

such as by differing font, larger size, or differing color. If use of the LICENSED MARK is not a significant feature, but rather is used in text on the website, no trademark notice or footnote disclosure is required, but the LICENSED MARK will be set off in quotation marks or in all capital letters. LICENSEE will not generate messages (such as, by way of example and not limitation, “tweets” on Twitter) via any social media platform now in existence or in existence in the future bearing the LICENSED MARK. LICENSEE shall take reasonable steps to inform its employees, including players, coaches and staff, regarding the nature of and restrictions contained in this Agreement.

11.3 If LICENSEE uses the LICENSED MARK on print media intended for general distribution within the geographic area identified in paragraph 3.5 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 MARK 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 paragraph 3.5, 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 MARK, 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 SERVICES and promotional goods offered as a part of such LICENSED SERVICES, and that LICENSOR shall have no liability for any items or services, including any LICENSED SERVICES offered or distributed 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 the LICENSED MARK or workmanship, material or design of any promotional good bearing the LICENSED MARK offered or sold by LICENSEE, including without limitation, claims or actions for product liability and patent or copyright infringement.

12.3 To the extent permitted by the Constitution and laws of the state of Texas, 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 attorneys' fees, caused by or arising out of the approved use by LICENSEE of the LICENSED MARK to the extent such claims are based on intellectual property infringement, including without limitation trademark infringement claims.

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 delivered to the following individuals:

On behalf of the Seahawks:

Ed Goines
General Counsel
Seattle Seahawks - VMAC
12 Seahawks Way
Renton, WA 98056
Email: EdG@Seahawks.com

On behalf of TAMU

Mr. Shane Hinckley
Vice President for Business Development
TAMU MS 1372
College Station, Texas 77843-1372
Email: shane.hinckley@tamu.edu

And

Scott A. Kelly
Deputy General Counsel, Texas A&M University
Moore / Connally Building, 6th Floor
301 Tarrow Street
College Station, Texas 77840-7896
Email: S-Kelly@tamus.edu

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.


17.4 Counterparts: 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.

[Signature Page Follows]

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

Texas A&M University

Football Northwest LLC

By: 
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

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

Texas A&M University

Football Northwest LLC

By: _____

Name: _____

Date: _____

By:  _____

Name: Ed Goines

Date: 7/19/2016