Exhibit 10(q)

LICENSE AGREEMENT

This Agreement is made and entered into this 28th day of July, 1997, by andbetweenSandboxEntertainmentCorporationwithofficesat2231East Camelback Road,Suite 324,Phoenix,AZ 85016(hereinafter"Licensee"),and NATIONALFOOTBALL LEAGUE PLAYERSINCORPORATED,a corporationwith offices at 2021 L Street,N.W.,Washington,D.C.20036(hereinafter"PlayersInc" or "Licensor"). This Agreement shall be effective as of March 1, 1997.

1. REPRESENTATIONS.

(A) Players Increpresentsthat it is alicensingaffiliateof the National Football League Players Association ("NFLPA");that the NFLPA has been dulyappointed and is acting on behalf of the footballplayers of the National Football League who have entered into a Group Licensing Authorization, either in the form attachedhereto as Attachment "A" or through the assignmentcontained inParagraph4(b) of the NFLPlayerContract,which have beenassignedto PlayersInc; and that in suchcapacityPlayers Inc has the right to negotiate thiscontractand the right to grantrights andlicensesdescribedherein. Licenseeacknowledgesthat Players Inc also on occasion securesauthorization forinclusionin PlayersInclicensingprogramsfromplayers who have not enteredintosuchGroupLicensingAuthorization,butwho,nevertheless, authorizePlayers Inc torepresentsuchplayers fordesignatedPlayers Inc licensed programs.

(B) Players Inc makes norepresentationthat it has theauthority to grant,nor does it grant herein,the right to utilize any symbols,insignias, logos,or otheridentifyingnames or marks of theNationalFootballLeague (hereinafter"NFL")and/oranyofitsmemberclubs.Accordingly,itis 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 grantedhereunder,it will be theresponsibility of Licensee to obtain such permission as may be necessary for the use of such materialfrom 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 conditionshereinafterset forth,Players Inc hereby grants to Licensee and Licensee hereby accepts thenon-exclusiveright, license and privilege of utilizing the trademarks and names of Players Inc which may beamendedfrom time to time byPlayersInc and thenames,likenesses, pictures,photographs,voices,facsimilesignaturesand/orbiographical information of the NFL playerslisted in Attachment"B", for product(s) in the form of anon-linefantasyfootballgame(hereinafterreferredto as "the licensed product(s)").Provided, however, that the specific manner in which the rights licensed hereunder are to be used on the licensedproduct(s) in question shall require the prior written consent of Players Inc.

(B)Therights,licensesandprivilegesgrantedbyPlayersInc hereundershall notconstitute or be used by Licensee as atestimonialor an endorsement of any product,service,or event by all or any of the players, or by Players Inc. In the eventLicensee isinterestedin securing an individual player'spersonalendorsement,Licensee further agrees and acknowledgesthat such endorsement will require the personal approval of the individual player and approval of Players Inc and a separatepayment to Players Inc. All contact with such player or player'sagent shall be made by PlayersInc.Licenseefurther agreesandacknowledgesthat anyplayerwho iscommittedindividuallyby contractforproducts or servicescompetitivewith those of Licenseemay be required to cease from further inclusion in this Agreement,provided,however, thatthe use of suchplayerfor suchproductsandservicesshall be on an individualbasis and shall not becombinedwith the use of five or more other NFL players.

3. RETAILLICENSEONLY.The Grant of License set forth in Paragraph 2 of this Agreementappliesonlytothemanufactureanddistributionoflicensed product(s) for retail sale, and shall not permit the use of licensedproduct(s) as "premiumitems" to be includedwithnon-licensedproduct(s),services or events to promote the sale of such non-licensed product(s),services or events; provided,however,thatLicenseeshall bepermittedto promote the sale of licensedproduct(s),subject to prior written approval by Players Inc and in a manner consistent with the provisions of the Agreement. Any such promotion using thelicensedproduct(s)herein aspremiumitemsshallrequire aseparate agreementbetweenPlayers Inc and Licensee or other sponsor of thepromotion, with separate terms and conditions,and nothing contained herein shall obligate either Players Inc or Licensee to enter into such an agreement.

4.TERRITORY.Licenseeshallhave the right to utilizetherightsgranted hereunderfordistributionofthelicensedproduct(s)inthefollowing territory: On-line.

5. TERM.

(A) Theterm of thisAgreementshallextendfromJune 1,1997 to February 28, 1998(hereinafterreferred to as OriginalLicense Period) unless terminated in accordancewith theprovisionshereof.Licensee may renew this Agreement for a SecondLicensePeriod from March 1, 1998 to February 28, 1999, providedLicensee hasfaithfullyfulfilled itsobligationshereunder in the Original License Period. Notice of desire to renew shall be given by Licensee no later than January 1, 1998 in the OriginalLicensePeriod.Licensee may renew thisAgreement also for aThird-LicensePeriod from March 1, 1999 to February 29, 2000, provided Licensee has faithfullyfulfilled its obligationshereunder in theSecondLicensePeriod.Notice ofdesireto renewshall be given by Licensee no later than January 1, 1999 in the Second License Period.

(B) Licenseeacknowledgesand agrees that Licensee has and shall have no right to extend or renew this Agreementbeyond the term and renewal options, if any,statedherein.No conduct by eitherLicensor or Licensee(including without limitation,any approvals granted pursuant to Paragraph 12 hereof shall create,imply or infer a new licenseagreementor anextension of the stated term and renewal options, if any, of this

Agreement,unless same is specifically set forth in a writtenagreement signed by bothLicensor andLicensee.Licensee'sagreementthat thisAgreement is subject to the term and renewaloptions,if any, stated herein,in all events whatsoever, is a material inducement for Licensor to enter into this Agreement.

6. ROYALTY PAYMENT.

(A) Licenseeagrees to pay Players Inc a guaranteedroyalty of $5,000 for its use of the rights licensedhereunder for the Original License Period, a guaranteed royalty of $5,000 for the Second License Period, if applicable, and a guaranteedroyalty of $5,000 for the Third License Period,if applicable.The guaranteed royalty shall be paid as follows:

(i) For the Original License Period, $5,000 upon the execution of this Agreement.

(ii) For the Second License Period,if applicable,$5,000 on or before June 1, 1998.

(iii) For the Third License Period,if applicable,$5,000 on or before June 1, 1999.

(B) Suchguaranteedroyaltypaymentsshall be made byLicenseeas specifiedhereinabovewhetherornotLicenseeusestherightslicensed hereunder,and nopart of suchguaranteedpaymentsshallberepayableto Licensee.

(C)Licenseeshall also pay to PlayersInc an amountequal to Seven Percent(7.0%) of the gross sales of thelicensedproduct(s)covered by this Agreement,less theguaranteedpaymentsspecifiedabove for theapplicable License Period.Royalties shall be calculated on a quarterly basis and shall be due as of the last day of eachMay,August,November,andFebruaryof this Agreementand must be paid no later than fifteen (15) daysfollowingsuch due dates. Gross sales shall be calculated based on the standard price(s) charged by Licenseeto theretailerdirectlyor to thewholesalerin anarmslength transaction.Licenseeshall transact no sale, the effect of which is to reduce the royaltypaid by Licenseeto PlayersInc. In addition to all otherrights containedin thisAgreement,PlayersInc shall beentitledto collectand Licenseeshall pay dailyinterest at the rate of one andone-halfpercent (1 1/2%)monthly,or themaximuminterestpermittedby lawifless,on all guarantee or royalty payments not timely made to Players Inc by Licensee.

7. PERIODIC STATEMENTS.

(A) Licenseeshallfurnish to Players Inc, no later than fifteen (15) days following the last day of each May, August,November, and February of this Agreement,a completeandaccuratestatementcertified to be accurate by an officer of Licensee,showing the number,description and gross purchase price, ofthelicensedproduct(s)distributedbyLicenseeduringthepreceding quarterly reporting period described in Paragraph 6(C)

herein.Once in everytwelvemonthperiod,Licensee shall furnish Players Inc with a detailedstatementcertifiedby an officer ofLicensee,showingthe number of gross sales of the licensed product(s) covered by this Agreement.

(B) Suchstatementsshall befurnished to Players Inc whether or not any of the licensedproduct(s) have been purchasedduring the reporting period for which such statement is due. The receipt or acceptance by Players Inc of any statement or of any royalty paidhereunder (or the cashing of any royalty check paid hereunder)shall not preclude Players Inc from questioning the correctness thereofat any time,and in theevent anyinconsistenciesormistakesare discovered in connection therewith,they shall immediately be rectified and the appropriate payment made by Licensee.

8. BOOKS AND RECORDS.

(A)For aperiodof two(2)yearsfollowingtheterminationor expiration of this Agreement, Licensee shall maintain accurate books and records for itself and anysubsidiary or affiliatedentity with respect to its sale of licensedproduct(s)underthisAgreement.Said books andrecordsshall be subjecttoinspectionandauditbyPlayersIncoritsdulyauthorized representativeat reasonabletimes upon reasonablenotice from Players Inc to Licensee. In addition and similarly,Licensee shall cause any entity from which itcontractsforservicesorproductionofproduct to cause its books and records to be availablefor audit andinspectionby Players Inc to the extent necessary to confirm the audit of Licensee.Licenseeshall not interferewith such inspections and audits in any way.

(B) The cost of suchinspectionsand audits shall be paid by Licensee if the result of suchinspectionsand auditsindicates a differenceof 2% or more,when compared to the statementcertified 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 aninspectionor auditperformed by Players Inc as specified in Paragraph8(A) aboveshall be paid by Players Inc if suchdifferenceis less than 2%.

(C) In the event anyinconsistenciesor mistakes arediscovered as a result of such inspections and audits,they shallimmediately be rectified and the appropriate payment made by Licensee.

9. PAYMENT AND NOTICES: All transactions under this Agreement, including without limitationallpayment ofroyaltiesand allnotices,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 whereapplicable.Allcorrespondence,notices, approvalsandothercommunicationstoLicenseeshallbewithSandbox EntertainmentCorporation,2231 East Camelback Road,Suite 324,Phoenix,AZ 85016.

10. INDEMNIFICATION.

(A) Licensee agrees that it will not during the term of this Agreement, orthereafter,attack the rights of PlayersInc in and to thetrademarksor namesownedby orlicensedtoPlayersInc or anyof therightslicensed hereunder as specifiedin Paragraph 2 of thisAgreement,or in any way attack the validity of this Agreement.

(B)Licenseefurtheragreestoassist Players Inc. to theextent necessary in theprocurementof any protection or to protect any of the rights conveyed hereunder, and Players Inc, if it so desires, may commence or prosecute at its ownexpenseanyclaimsorsuitsin its ownname or in thename 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 toLicensee'sattention,andPlayersInc shall have the sole right todeterminewhether or not any actionshall be taken on account of any suchinfringement.Licensee shall not institute any suit or take any action on account of any such infringementwithout first obtaining the written consent of Players Inc to do so and Players Inc shall reasonably consider any such request.

(C)Licenseefor its ownactsherebyindemnifiesPlayersInc and undertakesto defendPlayers Inc from andagainst any and all claims,suits, losses,damages,andexpenses(includingreasonableattorney'sfeesand expenses) arising out of the manufacture,marketing, sale, distribution, or use of the licensedproduct(s)which are the subject of thisAgreement.Licensee agrees to obtain,at its own expense,general liabilityinsurance,providing adequateprotectionforLicenseeandPlayers Inc against any such claims or suits inamountsnot less than TwoMillionDollars($2,000,000.00).Within thirty (30) days from the datehereof,Licenseeshall submit to Players Inc a fully paid policy or certificateof insurancenaming Players Inc as an insured party,requiringthat insurer will notterminateormateriallymodify such withoutwrittennotice toPlayersInc at leasttwenty(20) days in advance thereof.

(D) Players Inc herebyindemnifiesLicensee andundertakes to defend Licenseeagainst,and holdLicenseeharmless from anyliabilities,losses, damages,andexpenses(includingreasonableattorney'sfees andexpenses) resulting from claims made or suits brought againstLicensee 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 shallprominentlyplace or cause to be placed Licensor's "PLAYERS INC (and design)" trademark (hereinafter "Licensor's Trademark") on the licensedproductsand onpackaging,wrapping,advertising(bothprint and media),and any othermaterial,includingtrade show booths andexhibits in connectionwith suchlicensedproduct(s)that arepubliclydistributedor relating to such licensed product(s).

(B) Licensor'sTrademarkappearing on the licensedproduct(s) and on all materials in connection with the licensed product(s) distributed or relating tosuchlicensedproduct(s),shallappearpreciselyaccordingtothe specificationsset forth inAppendix B attachedhereto,which may be amended from time to time by Licensor, without variation,

with theletters"TM",and uponnotificationby PlayersInc,the letter R enclosed within a circle.Further,Licensee shall provide to Licensor the date of the first use of such licensedproduct(s)bearingLicensor'sTrademark 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 the
National Football League Players",

or

"Officially Licensed Product of
Players Inc"

Thespecifictextimprintedshall besubjecttoLicensor'ssole
discretion.

12. APPROVALS.

(A) Attachment"B" hereto shall be establishedand may be modified in
the following manner:

(i) Upon execution of this Agreement,and thereafter annually
by March 1 of eachcalendaryear covered by thisAgreement,
LicenseeshallsubmittoPlayersInc aproposedlist of
players'namesforinclusioninAttachment"B"forthe
upcoming football season.

(ii) Players Inc shall respond to suchsubmissions in writing
to Licensee, signifying approval or disapproval in the case of
each player's name so requested.

(iii)Licensee may submitrequests in writing to Players Inc
for additions,deletions,or substitutions of players' names
contained inAttachment"B" and Players Inc shall respond to
such requests within a reasonable period of time.

(B) TheLicenseeagrees to furnishPlayersInc 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
(collectivelyhereinafter"artwork")andsamplesofeachof thelicensed
product(s),together with theirpackaging,hangtags,and wrappingmaterial,
before their manufacture,sale or distribution,whichever occurs first, and no
licensedproduct(s) shall be manufactured,sold or distributed by the Licensee
without such priorwrittenapproval of suchartwork and such samplelicensed
product(s).Subsequentto finalapproval,a reasonablenumber of production
samples oflicensedproduct(s)willperiodicallybe sent to PlayersInc to
insure quality control, and

should Players Inc requireadditionalsamples for any reason,Players Inc may
purchase such at Licensee's cost.

LicenseeshallalsoprovidetoPlayersIncfreeofchargethe
following:

(i) Prior toDecember 1 of eachLicensePeriod forPlayers
Inc, one dozen complimentary copies of all licensed product(s)
produced for that License Period.

(C)Licenseemaychoose to use playernamesand/orlikenessesto promotelicensedproduct(s)on or in any materialpertainingtopackaging, hangtags,wrappingmaterial,print ads, flyers,point-of-purchasedisplays, press releases,catalogues, trade show booths and exhibits or any other written material or medium,including but not limited to electronic or interactive use; provided,however,that such use shall require the priorwrittenapproval of Players Inc. The number of players included in any such use, if approved,shall be a minimum of six, and shall be selectedfromAttachment"B".Player names and/or likenesses so used shall be written or displayed with equal prominence.

(D)Licenseemaychoosetouseplayernamesand/orlikenesses (including,withoutlimitation,actionfootage)inradioortelevision commercials to promote licensedproduct(s);provided,however,that such use shall require the priorwrittenapproval of Players Inc. The number of players included in such commercials,if approved,shall be a minimum of six and shall be selected from Attachment "B". The players used in suchcommercialsshall be shown with equal prominence.Licensee agrees to furnish Players Inc all scripts and story boards for proposedradio andtelevisioncommercialsin connection with the promotion of the licensedproduct(s),and the content of such scripts and story boards shall require the prior writtenapproval of Players Inc before any commercials shall be made or shall be contracted for by Licensee.

(E) The use of player names and/orlikenesses in accordancewith this Paragraph12,inanyradioortelevisioncommercials,printads, point-of-purchasedisplays,packaging,hangtags,wrappingmaterial,press releases,catalogues,flyers,tradeshowbooths andexhibitsor any other writtenmaterialor medium,including,but notlimitedto,electronicor interactiveuse,to promotelicensedproduct(s),shallrequirepayment by Licensee to PlayersInc,separatefrom and in addition to anyguaranteesor royalty paymentscontained in this Agreement.The amount of such payment shall be subject to mutualagreement by Players Inc andLicensee.All contacts with such players or their agents shall be made by Players Inc.

(F) In the eventLicenseewishes tosecure anindividualplayer or players to makeappearancesto promotelicensedproduct(s)cr toautograph licensedproduct(s),theselectionof suchplayer and theseparatefee to PlayersInc for suchplayerservicesshall besubjectto mutualagreement betweenLicenseeand Players Inc.All contactwithrequestedplayer or his agents shall be made by Players Inc. Once the player has made theappearance or performed the autographservice,payment shall be madeimmediately to Players Inc. Any such payments shall be separate from and in addition to any royalties

paid by Licenseeunder thisAgreement.Once theselection of such player and suchseparatefee have been agreed upon byLicenseeand PlayersInc, in the eventofcancellationof suchappearanceorautographing,Licenseeshall neverthelessbe obligatedto make such fee payment to Players Incimmediately 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 or seeking to become under contract to an NFL club, or from such player's agent, permission or authorizationfor the use of such player's name,facsimilesignature,image, likeness,photograph or biography in conjunctionwith the licensedproduct(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 acknowledgesthat 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) Licenseeagrees that all elements(includingall 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 magazineadvertisements)of the licensedproduct(s) shall be of high standard and of such style,appearanceand quality as to be adequateand suited to the best advantage and to the protection andenhancements of such rights;that the marketing of the licensedproduct(s)will be conducted in accordancewith all applicablefederal,stateandlocallawsandanyothergovernmentalor quasi-governmental laws or regulations of the United States, Canada or any other country;and that the licensedproduct(s) and theirexploitationshall be of high standard and to the bestadvantage and that the same in no mannerreflect adversely upon the good name of Players Inc.

15. SPECIFIC UNDERTAKINGS OF LICENSEE.

(A) Licensee agrees that every use of the rights licensedhereunder by Licenseeshall inure to the benefit of Players Inc and that Licenseeshall not at any timeacquireany title orinterest in such rights by virtue of any use Licensee may make of such rights hereunder.

(B)Allrightsrelatingtotherightslicensedhereunderare specificallyreserved by Players Inc except for the Licensehereingranted to Licenseeto use therights asspecificallyandexpresslyprovidedin this Agreement.

(C) Uponexpirationorterminationof thisAgreement,allrights grantedhereundershallimmediatelyrevert 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

rightsat theterminationorexpirationof thisAgreementwillresult in immediateandirreparabledamagetoLicensor,and/orindividualNational Football League player(s), and to the rights of any subsequent licensee(s).

(D)Licenseecovenantsthat itwillpay allawardstoconsumers entitled to receive themaccording to therepresentationsof Licensee and the rules of the licensed product(s).

16. TERMINATION BY PLAYERS INC

(A) In the eventLicensee does not commence in good faith to cause the manufacture,distribution,and sale of the licensed product(s), in substantial quantitieson or beforeAugust 1, 1997,Players Inc, in addition to all other

remediesavailable to it shall have the option to terminate the License granted hereunder upon written notice of such termination to Licensee.

(B)In theeventLicenseefilesapetitioninbankruptcyor is adjudicatedasbankrupt,or if apetitioninbankruptcyis filedagainst Licenseeor ifLicenseebecomesinsolvent,or makes anassignmentfor the benefit of its creditors or an arrangementpursuant to any bankruptcylaws, or if Licenseediscontinues its business,or if a receiver is appointed for it or its business,all rights grantedhereunder,withoutnotice,shall terminate automaticallyupon theoccurrenceof anysuchevent.In theevent of such termination,neitherLicensee nor itsreceivers,representatives,trustees, agents, administrators, successors, and/or assigns shall have any right to sell, exploitor in any waydealwiththerightsgrantedhereunderor with any licensed product(s), or any carton,container,packaging or wrapping material, advertising,promotionalordisplaymaterialpertainingtoanylicensed product(s).

(C) If Licenseeshall violate any of its otherobligationsunder the terms of thisAgreement,PlayersInc shall have the right toterminatethis Agreementuponfifteen(15)days'noticeinwriting,and suchnotice of terminationshall become effective unless Licensee shall completelyremedy the violation within the fifteen (15) day period and shall providereasonable proof to Players Inc that suchviolationhas beenremedied.If thisAgreementis terminated under this paragraph,all royalties theretofore accrued shall become due andpayableimmediatelytoPlayersInc,andPlayersInc shall not be obligated to reimburseLicensee for anyroyaltiespaid by Licensee to Players Inc.

(D) Failure to resort to anyremediesreferred to herein shall not be construed as a waiver of any otherrights and remedies to whichPlayers Inc is entitled under this Agreement or otherwise.

(E) Upon termination of this Agreement, Licensee shall have ninety (90) days to dispose of andliquidate allinventory.Thisinventoryshall not be availabletoconsumersafterthisninety(90)dayperiodexpires.Such dispositionshall conform to this Agreement in all respects.Players Inc shall have right to conduct a physicalinventory at the time oftermination if it so elects.

17.PARTNERSHIP.Nothing hereincontained shall be construed to place Players Inc andLicenseein therelationshipofpartnersor jointventurers,and Licenseeshallhave no power toobligateor bindPlayersInc in any manner whatsoever.

18. WAIVER AND/ORMODIFICATION.None of the terms of thisAgreementshall be waived ormodifiedexcept by an expressagreementin writingsigned by both parties.Thereare norepresentations,promises,warranties,covenantsor undertakings other than those contained in this Agreement,which represents the entireunderstandingof theparties.Nowrittenwaivershallexcusethe 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 thisAgreementshall not be deemed a continuingwaiver ormodification thereofand eitherparty may,within the timeprovidedbyapplicablelaw, commence appropriate legal proceedings(s) to enforce any or all of such rights.

19.NON-ASSIGNABILITY.This Agreement and all rights and dutieshereunder are personal to Licensee and shall not,withoutwritten consent of Players Inc, be assigned,mortgaged,sublicensedorotherwiseencumberedby Licensee or by operationof law to anyotherperson,orentity.Upon anysuchattempted unapproved assignment,mortgage,license, sublicense or other encumbrance this Agreementshallterminate and all rights granted to Licenseehereundershall immediatelyrevert to Players Inc. In addition,Players Inc may terminate this Agreement,at its solediscretion,in theeventthatLicenseeismerged, consolidated, transfers all or substantially all of its assets, or implements or suffers any materialchange inexecutivemanagementor control,or upon any transfer of more thantwenty-fivepercent (25%) of its voting control.If, in its solediscretion,Players Inc shall exercise suchtermination,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 accordancewith thelaws of theState of NewYork of theUnitedStatesof America.The partiesconsent tojurisdictionunder the State of New York and designatethecourts of theState of New York as thevenuefor anydispute arising out of, under or relating to this Agreement.
10

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 SANDBOX ENTERTAINMENT
PLAYERS INCORPORATED CORPORATION

By: /s/ Illegible By: /s/Mark Gorchoff
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Title: President Title: Chief Financial Officer
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11

AMENDMENT TO LICENSE AGREEMENT

ThisAmendmentis made and enteredinto as of this 28th day of July, 1997 by and between Sandbox EntertainmentCorporation ("Licensee") and National Football League
Players Incorporated ("Players Inc").

1. ThisAmendmentshall serve as an amendment to the License Agreemententeredinto byLicenseeand PlayersInc on July28th,1997(the "License Agreement").This Amendment shall be effective as of March 1, 1997 and shall expire on February 28, 1998.

2. Licensee herebyreaffirms that Paragraph 13 of the License Agreement, titledNon-lnterference, (hereinafterreferencedasthe

"Non-interferenceClause") has been,andcontinues to be, a valid and binding provision of the License Agreement. Nothing set forth in this Amendment shall be construedinanywayas awaiver,repudiation,ornullificationofthe Non-lnterference Clause by Players Inc or Licensee.

3. In accordancewith thesettlement of an action brought by the NFLPA against NFLPropertiesin Federal Court in The SouthernDistrict of New York,styledNationalFootballLeaguePlayersAssociationv. National Football League Properties,et al., 90 Civ. 4244 (MJL), Players Inc agrees that Licensee may, pursuant to and without therebyviolating the LicenseAgreement, manufacture,market,distribute,and sellthelicensedproduct(s)for the currentlicenseperiodutilizingtheimage,likeness,photograph,voice, facsimilesignature and/orbiographicalinformation of the members of the NFL QuarterbackClub listed in Exhibit A hereto inconjunctionwith thelicensed products;provided,however,that any licensedproducts produced by Licensee whichcontainplayerslisted onExhibit A heretoaresubjectto the terms contained in the LicenseAgreement,including,but not limited to,Paragraph 12--APPROVALS.All such licensedproductsmust relatedirectly to the 1997 footballseason.NFL Propertieshas agreed,as part of the settlement of the Properties action, to license the players listed on Exhibit A hereto to Licensee on a royalty free basis.

4. Licenseeshall pay the fullroyalties owed to Players Inc inaccordancewiththeLicenseAgreement,including,withoutlimitation, royalties for any licensed products sold by Licensee that utilize the identities of the playerslisted in Exhibit A hereto and,subjectonly to Paragraph 6 of theLicenseAgreement,shallmake nodeductionnorpro-ration,ofthose royalties for any reason whatsoever.

5. Licenseeexpresslywarrants and representsthat prior to inclusioninlicensedproductsof theplayerslisted onExhibit A for the currentlicense period,it will obtain from NFL Properties,agent for the NFL QuarterbackClub,thenonexclusiveright toutilizetheimage,likeness, photograph,voices,facsimile signature and/or biographical information of the players listed in Exhibit A hereto. To obtain such right Licensee must: (i) deal directly with NFL Properties,on behalf of the NFLQuarterbackClub; and (ii) accept NFL Properties standard form licensing agreement for NFL Quarterback Club licenses;provided,however,that suchformlicensingagreementshall not provide for or requireLicensee to make any payment to any entity or person for such right.

6. LicenseeindemnifiesPlayers Inc and undertakes to defend Players Inc against, and hold Players Inc harmless from any liabilities, losses, damages and expenses(includingreasonableattorney'sfees and cost of suit) resultingfrom any and all claims,causes of action or suitsbroughtagainst Players Inc based upon the exercise by Licensee of the rightsobtained by it to manufacture,market and sell any licensed products utilizing the players listed onExhibit A hereto.PlayersInc shallhave the right toapprove of counsel selectedpursuant to this Paragraph 6, which approval shall not unreasonably be withheld.

7. Licensee agrees that it will continue to abide by all terms of the License Agreement.

8. It is hereby agreed that to the extent that thisAmendment shall conflict with the LicenseAgreement,the terms of thisAmendmentshall govern.In all otherrespects,thepartiesheretoagreethat theLicense Agreement shall remain in full force and effect.

9. Each party hereto acknowledges:(i) that it is voluntarily entering into this Amendment; (ii) that it has had the benefit of counsel of its choice in connection with thenegotiation and execution of this Amendment;and (iii)thatit hasneithersoughtnorobtainedanyinducementsorother consideration beyond that which is contained herein.

10. ThisAmendmentmay not beamended,modified or altered except by a writing executed by duly-authorized officers of each party.

11. ThisAmendmentshall be governedby, andconstruedin accordance with, the law of the District of Columbia.Any dispute or litigation arising out of relating to thisAmendment may be brought in the SuperiorCourt of theDistrictofColumbia,whichthepartiesherebyagreeshallhave jurisdiction and venue over any such claim.

12.If anyportionofthisAmendmentisdeemedvoid or unenforceable for any reasonwhatsoever,the remaining terms and conditions of this Amendment shall remain in full force and effect.

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

SANDBOX ENTERTAINMENT
CORPORATION
By: /s/Mark Gorchoff

Title: Chief Financial Officer

NATIONAL FOOTBALL LEAGUE
PLAYERS INCORPORATED

By: /s/ Illegible

Title: President

EXHIBIT A
NFL QUARTERBACK CLUB MEMBERS

BUFFALO BILLS INDIANAPOLIS COLTS NEW YORK JETS
--- --- ---
Jim Kelly Jim Harbaugh Neil O'Donnell

CHICAGO BEARS JACKSONVILLE JAGUARS OAKLAND RAIDERS

---------- ---------- ----------
Erik Kramer Mark Brunell Jeff Hostetler
Rick Mirer Jeff George

CINCINNATI BENGALS MIAMI DOLPHINS PITTSBURGH STEELERS
---------- ---------- ----------
Jeff Blake Dan Marino Kordell Stewart
Boomer Esiason Bernie Kosar

DALLAS COWBOYS MINNESOTA VIKINGS SAN DIEGO CHARGERS
---------- ---------- ----------
Troy Aikman Randall Cunningham Junior Seau
Michael Irvin
Emmitt Smith

DENVER BRONCOS NEW ENGLAND PATRIOTS SAN FRANCISCO 49ERS
---------- ---------- ----------
Bubby Brister Drew Bledsoe Steve Young
John Elway Jerry Rice

DETROIT LIONS NEW ORLEANS SAINTS SEATTLE SEAHAWKS
---------- ---------- ----------
Barry Sanders Jim Everett Warren Moon
Heath Shuler

GREEN BAY PACKERS NEW YORK GIANTS
---------- ----------
Brett Favre Dave Brown
Phil Simms

6/10/97