

BattleBots, Inc., a California Corporation ("BattleBots®")

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**BATTLEBOTS®¹ INSTITUTIONAL OR CORPORATE OWNER
 AGREEMENT AND ROBOT ENTRY FORM²**

This Agreement (hereafter "the Agreement") is entered into by and among (i) the owner identified below and the person or persons signing below as Team members (they may be individually referred to hereafter as "Owner" or "Participant" depending on context, and/or may be collectively referred to as "Team"), on the one hand; and (ii) BattleBots, Inc., a California corporation on the other hand. This Agreement sets forth the terms and conditions for participation in and the respective rights and obligations of the Owner, the Participants, the Team and BattleBots. Please read the Agreement carefully. A robot shall only be deemed entered into the competition when all Participants and Owners have signed below and this Agreement has been accepted (by signature of an authorized representative) by BattleBots.

The Undersigned are entering into this Agreement with respect to the entry of the Robot which is named Pharaoh, (hereafter "the Robot"), which is owned by University of Puerto Rico at Mayaguez, which is a College (school, college, corporation, LLC, other) being entered into the college (specify high school, college or pro) competition, which is part of **BattleBots' robotic competition to be held on April 20 – 26, 2009 in Vallejo, CA** (the competition, including all activities in preparation for the competition are hereafter referred to as "the Event").

The ownership of the Robot is shown on the signature page of this Agreement by the signature of the person who is the authorized, agent, representative or officer of the Owner of the Robot. To the extent that this Agreement grants rights in respect to the Character, likeness, image, name or other aspects of the Robot (hereafter "Robot Rights") they are granted by the Owner. To the extent that this Agreement grants rights belonging to individual Participants or members of the Team supporting or operating the Robot (as shown on the signature page below, who are sometimes here after referred to as "the Team"), those rights are granted fully by the undersigned individuals, (sometimes referred to herein as "Participants").

As used in this Agreement, an "Affiliate" of any person means all agents, employees, representatives, partners, joint venturers, affiliates, owners, officers, directors, shareholders, equity holders, parents, subsidiaries, predecessors, successors, licensees and assigns of such person, together with their respective shareholders, equity holders, officers, directors, agents and employees.

¹ BattleBots is a registered trademark of BattleBots Inc. in the United States and other countries.

² This form to be used for Robots owned by organizations or institutions (such as corporations, partnerships, schools or colleges). An alternative form is available to be used for robots owned by one or several individual where no formal partnership, corporation etc. has been established.

1. RULES AND REGULATIONS. Owner and each Participant has received the Rules and Regulations issued by BattleBots, and acknowledge that such Rules and Regulations are necessary to ensure the safety of competitors and spectators and the competitive nature of the Event. BattleBots reserves right to change or modify the Rules and Regulations from time to time, in its sole discretion and as it deems in the best interest of the Event, the competitors, and the spectators. All other information herein or otherwise relating to the Event is subject to change at the sole discretion of BattleBots. Owner and each Participant, on their own behalf and on behalf of each Affiliate, agrees to comply at all times with any Rules and Regulations and any other instructions or directives that may be issued from time to time by BattleBots and its representatives, whether written or oral. Each Participant agrees that BattleBots and its representatives may, take any actions to control and/or prevent any robot action or other activity deemed by BattleBots in its sole discretion to be unsafe, dangerous, and/or anti-competitive.

2. ACCESS TO CONTEST. The Team supporting the Robot shall be entitled to a minimum of 4 passes for admission to the pit area of the Event in which the Robot is competing. The pit passes shall not constitute spectator admission to the Event. BattleBots shall have sole discretion to determine prices and criteria for the admission of spectators to the Event.

3. GRANT OF RIGHTS; ROYALTY PAYMENTS.

a) Designated Team Representative. Owner and each Participant hereby represents and warrants that they have designated the person so identified on the signature page below as their representative and agent, (said person is hereafter referred to as the "Designated Team Representative"). The undersigned agree that the Designated Team Representative shall be the person to receive any and all amounts payable by BattleBots under this Agreement, including any Agreement superseded hereby. The identity of the Designated Team Representative may be changed only prospectively, and only by a written notice delivered to BattleBots which is signed by the terminating Designated Team Representative as well as all other parties signing this Agreement, identifies the new Designated Team Representative, and is otherwise acceptable to BattleBots, in its sole discretion. NOTWITHSTANDING ANYTHING TO THE CONTRARY APPEARING IN THIS AGREEMENT OWNER AND EACH PARTICIPANT ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY (1) AGREES THAT BATTLEBOTS SHALL PAY ALL AMOUNTS UNDER THIS AGREEMENT SOLELY TO THE DESIGNATED TEAM REPRESENTATIVE, AND (2) ASSIGNS TO THE DESIGNATED TEAM REPRESENTATIVE ALL OF THEIR RIGHTS (IF ANY) RESPECTING ANY AMOUNTS PAYABLE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY AMOUNTS PAYABLE AS ROYALTIES AND ANY RIGHT TO RECEIVE INFORMATION OR ANY ACCOUNTING REGARDING SUCH PAYMENTS. The Designated Team Representative hereby accepts all rights and obligations of the Designated Team Representative under this Agreement. BattleBots shall be absolutely authorized to deal exclusively with and rely upon the Designated Team Representative with respect to all matters arising out of or relating to any payments under this Agreement. Each Participant acknowledges that BattleBots is required by the Internal Revenue Service ("IRS") to have on file a completed "Request for Taxpayer Identification Number and Certification" ("Form W-9") for each person who may receive payments under this Agreement. Each Participant hereby represents, warrants and agrees that the Designated Team Representative has duly and accurately completed, executed and returned such Form W-9 to BattleBots.

Owner and each Participant agrees that it shall be the sole responsibility of Designated Team Representative to account for and distribute any amounts paid under this Agreement, including royalties, among the Team members as the members of the Team agree, and that Designated Team Representative shall be solely responsible for dealing with any tax liabilities or other tax issues arising out of or relating to payments made under this Agreement. Each Participant further understands that BattleBots requires only one (1) completed Form W-9 per Team (not per robot). Anything to the contrary appearing in the Agreement notwithstanding, BattleBots shall have no obligation to make any payment under the Agreement unless and until Designated Team Representative has correctly completed, executed and returned to BattleBots a Form W-9; provided, however, that if the Designated Team Representative is a foreign (that is, non-United States) taxpayer, the Designated Team Representative shall deliver the appropriately completed and executed IRS "Form W-8" in lieu of a Form W-9, and references to "Form W-9" in this Agreement shall be construed consistently with such substitution.

b) Grant of Rights. The parties signed below expressly agree that BattleBots and its agents or representatives shall have the perpetual right to display, use, license, and otherwise exploit any and all rights Owner or Participants may hold, including but not limited to the following: (a) The character of the Robot including but not limited to the design and appearance of the Robot, the name of the Robot and other materials or information relating to the Robot (all referred to hereafter as "Robot Rights"); (b) Owner's name and information relating to Owner as an organization; and (c) Participants' identity, name, likeness, biographical data, and identity including sound, image, and any action of Participant during or in connection with the Event.

Owner and Participants grant to BattleBots the exclusive right to photograph, film, videotape, or otherwise memorialize display and exploit in any format (now known or hereafter developed or invented) the Event including but not limited to Robot's and their participation in the Event and any related activities or events that take place prior to, during, and/or after the Event featuring or including Participants or the Robot. BattleBots shall have the exclusive right in perpetuity to commercially exploit the Event, the appearance of Robot and/or Participants in the Event, and any film, photograph, video, or other memorialization of the Event, in any format and through any medium including, without limitation (whether currently existing or hereafter developed), by motion picture, all forms of television, including over-the-air and any type of satellite or cable television or comparable technology whether by CATV, MDS, MMDS, DBS, STV, TVRO, SMATV, VOD (Video on Demand), SVOD (subscription video on demand) and/or VDT (Video Dial Tone), as well as internet and broadband, including both audio and audiovisual rights in whole or in part, alone or in combination with other materials, and on DVD and other digital formats. BattleBots' rights shall extend to any compilations and derivative works. BattleBots shall have a perpetual, non-exclusive license to use and/or license any and all of the rights set forth herein and all aspects thereof, through any and all means (including, without limitation, licensing and/or merchandising) in perpetuity unless specifically limited herein.

i Merchandising/Royalties Option. The Owner of the Robot has the option to agree to and grant BattleBots the exclusive right to commercially exploit the likeness of the Robot (including but not limited to all Robot Rights), for a term of five (5) years, beginning on the date of the Event, by completing the election to grant BattleBots exclusive rights on the signature section of this Agreement (where Owner has exercised that option the

Robot will be designated an "Exclusive Rights Robot"), in which case BattleBots shall have the exclusive right for a period of five years to merchandise or otherwise market or exploit the Robot Rights. An Owner executing this option represents and warrants that no grant of any Robot Rights to any other person or organization is in effect, and that this exclusive grant will not conflict with the rights of any other party. Owner agrees not to execute any agreement which may conflict with BattleBots exclusive rights hereunder, during the term of those exclusive rights.

- ii Owner has the option not to agree to or grant BattleBots the exclusive right to commercially exploit the likeness of the Robot by completing the appropriate election to not grant BattleBots exclusive rights (where Owner has not exercised the option the Robot will be designated an "Non-exclusive Rights Robot"). If the neither election is completed, the Robot will be deemed a Non-exclusive Rights Robot.
- iii In the event that BattleBots commercially exploits the Event through merchandising of toys, action figures, or games which feature an Exclusive Rights Robot, Owner shall be entitled to share in a royalty of fifteen percent (15%) of the Net Proceeds derived from such exploitation by BattleBots (all royalties expressed herein shall be calculated on a pro-rata basis if more than one robot is involved). For any other exploitation featuring an Exclusive Rights Robot or a Participant who is a member of the Team supporting said Robot, the Owner or Participant shall be entitled to share in a royalty of 15% of the net domestic proceeds derived from such exploitation by BattleBots.
- iv In the event that BattleBots commercially exploits the Event through merchandising of toys, action figures, or games which feature a Non-Exclusive Rights Robot, Owner shall be entitled to share in a royalty of one percent (1%) of the Net Proceeds derived from such exploitation by BattleBots (all royalties expressed herein shall be calculated on a pro-rata basis if more than one robot is involved). For any other exploitation featuring a Non-Exclusive Rights Robot or a Participant who is a member of the Team supporting said Robot, the Owner or Participant shall be entitled to share in a royalty of one percent (1%) of the Net Proceeds from domestic sources derived from such exploitation by BattleBots.
- v In the event that the Robot or a Participant is featured in any film, video or other (non-merchandising) exhibition, licensing, or other exploitation royalties, shall be paid in accordance with paragraphs 3 b) iii, or 3 b) iv above, as applicable. To be considered as featured the Robot or Participant must be shown in any single episode or release of the film, video, or other visual format for no less than of a continuous period of 60 seconds, and no royalty shall be payable for any lesser appearance. There shall not be any royalties from a film, video, online, or any other audio-visual format which is used solely for promotional purposes.
- vi The allocation of royalties as between one or several Robots or among Participants, as well as any other allocation of funds under this Agreement will be generally consistent with BattleBots' past practice, but shall be in the sole discretion and judgment of BattleBots.
- vii The determination of Net Proceeds as used herein shall be in the sole discretion and judgment of BattleBots, recognizing that certain allocations of expenses may be necessary. Without in any way limiting the generality of the foregoing, it is understood

that in determining net Proceeds BattleBots may include a factor for overhead in the current and past periods.

Nothing set forth herein shall be construed to impose an obligation on BattleBots to exploit the Event, any Robot, nor any rights granted hereunder. BattleBots shall have the sole discretion whether and how to commercially exploit the Event and any rights granted hereunder. BattleBots shall have the right to change the name or other aspects of the Robot in connection with the exercise of any merchandizing rights hereunder if that is commercially advisable.

4. SPONSORSHIP.

a) **Robot Sponsorship.** Owner or Participants may obtain sponsors and retain the sponsorship money (subject to BattleBots' rights set forth below), provided *that* (i) no sponsor shall sponsor more than two (2) individual Robots, and; (ii) Robot's sponsors shall not conflict with BattleBots' sponsors, TV networks it works with, merchandisers or any other party or organization which BattleBots has a relationship with, relating in any way to the Event or the exploitation of the Event or materials derived from it. Such sponsorships must be obtained and maintained in accordance with BattleBots' Rules and Regulations in effect at the time of the Event. BattleBots reserves the right to require any sponsor logo or other material to be removed if BattleBots determines, in its sole discretion, that such logo or other material is not compliant with this Agreement or with BattleBots' Rules and Regulations as in effect from time to time, or is in conflict in any way with a BattleBots sponsor. In addition, neither Owner nor any Participant shall represent or promise to any sponsor that such sponsor or such sponsor's materials or logo is or may be guaranteed any exposure whatsoever in the Event or any other event or in any television or other production of BattleBots relating to the Event, or that they have any authority to bind or represent BattleBots in any manner.

BattleBots shall be notified in writing of any such sponsorship arrangement no later than 14 days prior to the first day of the Event. If a written sponsorship agreement has been entered into, a copy of any such agreement shall be submitted with the notice. After submission no change (either oral or written) shall be made in a sponsorship agreement without the prior written approval of BattleBots.

9 BattleBots cannot and does not represent, covenant or agree that any licensee of BattleBots can or will use or incorporate any trademark of any Robot's sponsor on merchandise marketed under any BattleBots license. A Trademark Limited Authorization in the form set forth in Exhibit A below must be signed with every Sponsor of the Robot in the Event. BattleBots believes, without obligation, representation or warranty, that use of such form may increase the possibility that a merchandising licensee will use a sponsor's trademark on such licensee's merchandise. However, attempts to vary any of the terms of the form of Trademark Limited Authorization are strongly discouraged and Owner acknowledges that any such variations will likely not be accepted by any BattleBots licensee.

The parties agree that BattleBots shall receive an "Event Royalty" on all sponsorship or other income (from entities or persons other than BattleBots) earned by the Robot and/or Participants who are part of the Team supporting it ("Robot Event Income") in excess of \$25,000. Robot Event Income shall include income received by or on account of Robots and/or Teams

participation in the Event, whether in relation to the Robot, a Participant or otherwise, however characterized. The Event Royalty shall be in the amount of fifteen percent (15%) of all Robot Event Income in excess of \$25,000.

Procedure shall be as follows: (a) Upon BattleBots request Owner shall report to BattleBots all Sponsorship income related in any way to the Event; said report will identify income by source and amount (whether or not said sum is in excess of \$25,000); and (b) in the event that Owner at any time earns \$25,000 or more in Robot Event Income Owner shall report (whether BattleBots has requested a report or not) all Robot Event Income (including the first \$25,000) to BattleBots, identifying sources and amounts. Owner shall further promptly make payment to BattleBots of the Event Royalty due.

Reporting and payment under sections (a) and (b) above shall be made promptly, but in no case later than the last day of the Event. Owner will make a supplemental report within five days of receipt of any Robot Event Income after the close of the Event. BattleBots or its authorized representative shall have the right to audit, review and inspect and copy all books and records of any of the parties which relate in any way to BattleBots' rights under this paragraph. Without limiting the generality of the foregoing, the parties acknowledge that BattleBots reserves the right to omit or make non-visible (through blurring or otherwise) any sponsorship material in film, TV or any other presentation of material from the Event. Any exhibition of sponsors' material or other material of other organizations, whether on the Robot, Participants, pit area or otherwise shall be subject to removal at BattleBots' sole discretion.

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b) BattleBots Sponsorship. Owner agrees to designate two camera-visible-areas (hereafter "TV Panels"), on Robot, to be used by BattleBots' Sponsors for the placement of Sponsor logos. Each TV Panel area shall be in the most camera-visible-area of the Robot and is to remain free and clear of any logos or other materials. The size of the TV Panel is to be 5" by 8", OR, 25% of the camera-visible-area, whichever is greater. The locations of the panels are to be, where possible, on diametrically opposite sides of the Robot. Owner agrees to submit a drawing or picture of the Robot with its available TV Panel locations no later than three (3) weeks prior to the first day of the Event. BattleBots reserves the right to modify in advance the required TV Panel areas as set forth in this paragraph. In addition, the size, number and placement of the TV Panels may be modified by mutual agreement between BattleBots and the Designated Team Representative, taking into account the nature and structure of the Robot.

5. RELEASE OF LIABILITY. Owner and each person signing below acknowledges that the Event involves mechanical robots engaged in combat, and that such an activity involves risks of serious injury to persons and damage to any robot competing in the Event. Each Participant and Owner and all Affiliates thereof expressly release, waive, discharge, and hold harmless BattleBots and its Affiliates from any and all claims, demands, causes of action, damages and/or liabilities (including, without limitation, attorney's fees and court costs) ("Claims") that may arise or be caused, whether negligently or otherwise, in connection with the Event and/or the participation in the Event. This release shall apply to claims related to personal or bodily injury, and to claims related to damage to a robot.

6. REPRESENTATION AND WARRANTIES. Owner and each Signatory (whether representative of Owner, Participant, or other) represents and warrants that (a) Each is authorized to enter into this Agreement; (b) that Owner is duly formed, validly existing and in good standing under the laws of the jurisdiction of its formation, that the person signing on behalf of Owner is fully authorized to enter into and bind Owner to the performance of its obligations under this Agreement; (c) Signatories own or have the right to license any and all trademarks displayed on the Robot and other equipment, and any and all other rights related to the Robot, and that in connection with the Event and this Agreement, no Participant or Signatory is infringing any intellectual property rights of any other person, including, without limitation, any rights in trademark, trade dress, copyright, patent, trade secrets, and/or rights of publicity; (d) the Robot is not the subject of any pending litigation or threatened litigation; (e) a parent or legal guardian of any Participant who is under the age of eighteen (18) years as of the date of signing this Agreement, has executed this Agreement in addition to such minor; and (f) with respect to the Robot no licensing or other Agreement has been entered into which is exclusive or which otherwise conflicts in any way with the rights granted herein.

Without limitation to the foregoing representations, Owner understands that (i) robot names which are confusingly similar to trademarks held by third parties, and/or (ii) robots which employ existing "off-the-shelf" toys or other items which embody the copyrights, trademarks or other intellectual property rights of third parties, do or may infringe on third-party intellectual property rights ("Infringing Elements") unless the owners of such intellectual property rights consent in a written agreement acceptable in form and substance to BattleBots, in its sole and complete discretion. Incorporation or use of Infringing Elements may constitute a breach of this paragraph and may make it difficult or impossible for BattleBots to have toys or other merchandise made from the Robot. Owner represents and warrants that it: (i) Understands that there are various resources, including but not limited to the U.S. Patent and Trademark Office³ and Thomson Compumark⁴ which may be used to check for possible conflicts between the name of the Robot and existing trademarks or other rights, and (ii) it has used reasonable efforts to attempt to determine whether the name of the Robot conflicts with any such rights, and (iii) to the best of Owner's knowledge there is no conflict between any such rights and the name of the Robot except to the extent this has been disclosed to BattleBots in writing on or before the date of this Agreement, and a copy of said notice is attached hereto.

7. NO CONSEQUENTIAL DAMAGES. Under no circumstances will BattleBots be liable to any other party hereto for any consequential, indirect, special, punitive or incidental damages or lost profits.

8. GOVERNING LAW AND ARBITRATION. This Agreement will be governed by and interpreted in accordance with the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement, including without limitation, the existence, validity, breach or termination thereof, and any dispute as to the rights or obligations of the parties hereto, will be finally settled by compulsory and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Notwithstanding anything

³ http://tess2.uspto.gov/bin/gate.exe?f=login&p_lang=english&p_d=trmk

⁴ <http://compumark.thomson.com/do/cache/offonce/pid/14>

to the contrary appearing in the Agreement or the laws of any jurisdiction, a determination by BattleBots that any license or other use by any party of any copyright, trademark, trade dress or other intellectual property right constitutes or causes a breach of the Agreement shall be binding and accepted for all purposes in any arbitration conducted under this Agreement, unless such determination shall be shown to be incorrect by clear and convincing evidence. The arbitration proceeding will take place in San Francisco, California. The arbitration panel will consist of a single arbitrator chosen in accordance with the rules of the AAA. Any arbitral award will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The prevailing party, as determined by the arbitrator, shall be entitled to reasonable attorneys' fees and the costs of the arbitration (including the arbitrator's fees). Judgment upon the arbitral award may be entered in any court that has jurisdiction thereof. In addition to any other power or authority the arbitrator may possess, the arbitrator is specifically authorized to grant injunctive relief, including, without limitation, orders of specific performance. Any additional costs, fees or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.

9. FORCE MAJEURE, CANCELLATION OR POSTPONMENT. If the Event is not conducted as a result of any cause beyond BattleBots' reasonable control, such as fire to the Event site, natural catastrophes, governmental acts or omissions, laws or regulations, or labor strikes or difficulties, BattleBots shall not be liable to Owner or any Participant or any other party, except that BattleBots shall be obligated to refund any entry fees paid for the Event on written request therefore. Any Participant who fails to attend the Event for any reason shall forfeit his or her entry and related fees. Although we don't anticipate this happening, BattleBots reserves the right to cancel or postpone the Event. In the event of such cancelation, Entry fees will be refunded.

10. MISCELLANEOUS.

a) Waiver, Amendment, Modification. Except as otherwise provided above, any waiver, amendment or other modification of the Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. The waiver by either party of any of its rights or remedies in a particular instance will not be construed as a waiver of the same or different right or remedy in subsequent instances.

b) Severability. If any provision of the Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

c) Assignment. Owner and Participants may not assign or delegate any rights or duties under this Agreement without the prior written consent of BattleBots. The obligations and duties of the Agreement shall be binding upon the parties, their successors and permitted assigns, and the rights of the Agreement shall inure to the benefit of permitted successors and assigns. The parties expressly agree that BattleBots shall be permitted to assign, transfer, and/or encumber the Agreement in whole or in part in its sole discretion.

d) Indemnity. Owner and each Participant shall indemnify, hold harmless, and defend BattleBots and each of its Affiliates from and against any and all liabilities, claims, causes of action, suits, losses, damages, fines, judgments, settlements and expenses (including reasonable

attorneys, fees and court costs) which may be suffered, made or incurred by any of such Indemnitees arising out of any breach or alleged breach of any of the covenants, warranties, representations and Agreements made herein, including without limitation, claims relating to or based upon (i) unauthorized use-of, or infringement of any patent, trademark, design, copyright or other proprietary or privacy right of any third party by any Party or anyone acting in concert with, or at the direction of, any Party, (ii) violation or misappropriation of any right of any third party; and (iii) any claims, acts, actions, Agreements or events arising out of or relating to any sponsor's sponsorship of any Participant or any Robot, regardless of whether such sponsor was approved by BattleBots. Each Party shall give BattleBots prompt written notice of the institution of any action or the making of any claim alleging a breach hereunder. BattleBots shall have the right to control all aspects of the disposition of such claim, and each Party shall cooperate with BattleBots in connection therewith. Each Party and each Affiliate thereof further agree to indemnify and hold harmless BattleBots and its Affiliates from any and all Claims that may be asserted against BattleBots related to the design, maintenance, appearance, and/or operation of any robot and of any Participant, or with respect to any intellectual property rights related thereto.

e) Further Documentation. Subject to BattleBots' obligation to prepare the relevant documents, instruments and filings and to pay all costs and expenses of each Participant as set forth in the second paragraph of this section 10(e) below, each Party agrees that from time to time, they will promptly execute, deliver and file all further instruments and documents (including filings in the trademark and/or copyright offices and records of any jurisdiction) and shall take all further action, that may be necessary or desirable, or that BattleBots may request, in order to perfect and protect any trademark or other property right arising out of or relating to this Agreement, assignment or license thereof granted or purported to be granted hereby, or to enable BattleBots to exercise and enforce its rights and remedies hereunder, including without limitation (i) registering the name of any robot as a trademark and/or recording images of any robot to secure and perfect copyrights therein or related thereto solely as belonging to Owner and/or (ii) changing the name or any characteristic of any robot which infringes on or, in the sole judgment of BattleBots, may infringe on, any trademark, copyright or other intellectual property rights of any third party, to avoid such infringement or potential infringement. If Owner fails to perform any action required in this paragraph 10(e), BattleBots shall itself have the right (but not the obligation) to perform, or cause performance of, such action, provided that the expenses of BattleBots incurred in connection therewith shall be payable solely by BattleBots. Each Owner hereby irrevocably appoints BattleBots as the Participant's attorney-in-fact, with full authority in the place and stead of Owner and in the name of the Owner or otherwise, from time to time in BattleBots' discretion, to make any filings, take any action and to execute any instrument that BattleBots may deem necessary or advisable to accomplish the purposes of this paragraph 10(e), including, without limitation, registering the name of any robot as a trademark belonging to the Owner and/or recording images of any robot to secure and perfect copyrights therein or related thereto as belonging to Owner, provided that the expenses of BattleBots incurred in connection therewith shall be payable solely by BattleBots.

Anything to the contrary appearing in this Agreement notwithstanding, (1) all costs and expenses of Owner incurred in connection with Owner's compliance with any request made by BattleBots under this paragraph 10(e) shall be paid or reimbursed by BattleBots provided Owner notifies BattleBots of such cost and/or expense in writing prior to incurring such cost and/or expense and

BattleBots approves Owner's incurring such cost and/or expense in writing, (2) Owner shall not be obligated to incur any cost and/or expense to comply with any request of BattleBots under this paragraph 10(e) if BattleBots fails to approve Owner's incurring of such cost and/or expense in writing, (3) Owner shall notify BattleBots in writing of any cost and/or expense Owner proposes or needs to incur in connection with compliance with any request made by BattleBots under this paragraph 10(e) prior to incurrence thereof, and (4) if BattleBots requests Owner to execute, deliver and/or file any instruments and/or documents under this paragraph 10(e), then BattleBots will have all such instruments, documents and filings prepared, delivered to Owner for execution and (in the case of filings) made, in each case at BattleBots' sole expense, and Owner will provide any information that Owner possesses to permit and facilitate such preparations and filings. For avoidance of doubt, unless BattleBots expressly approves and agrees to pay or reimburse a cost or expense in writing before it is incurred, BattleBots will not pay or reimburse such cost or expense.

f) No Obligation to Exercise. Anything herein to the contrary notwithstanding, BattleBots shall not be obligated to exercise any right granted to BattleBots under this Agreement, and BattleBots shall in no event incur any liability for failure to exercise any such right. BattleBots may exercise, or decline to exercise, any right granted or created by the Agreement in BattleBots' sole and complete discretion.

g) Confidentiality. "Confidential Information" means any information relating to any scoring, statistics, match results or similar information arising out of or relating to the Event, the contests included in the Event or the expectations or results of the Event or such contests. Confidential Information shall also include any information relating to the staging or conduct of a BattleBots event acquired through participation in the Event and not generally available to the public. Owner and Participants will treat and hold as confidential all of the Confidential Information, refrain from using any of the Confidential Information, and deliver promptly to BattleBots or destroy, at the request and option of BattleBots, all tangible embodiments (and all copies) of the Confidential Information which are in the possession or under the control of such Participant. If Confidential Information is stored electronically, on a computer or otherwise, on BattleBots request for return of Confidential Information it shall be deleted in a manner which shall prevent recovery. The foregoing provisions shall not apply to (i) any Confidential Information which is generally available to the public immediately prior to the time of disclosure, (ii) to the extent any disclosure of Confidential Information is required by applicable law or judicial process or is made with the prior written consent of BattleBots.

11. ENTIRE AGREEMENT. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the Agreement among Owner and each Participant and their respective Affiliates and BattleBots with respect to its subject matter, and supersedes all prior Agreements, writings or understandings, whether oral or in writing. *Provided however* that the BattleBots Rules applicable to the Event, as they may be amended from time to time shall also be applicable. In the event of any conflict between the provisions of the Rules and this Agreement, the Agreement shall govern. By signing this document, Owner and each Participant, and each Affiliate thereof, hereby agrees to be bound by the promises, terms, releases, and conditions set forth above.

Signature And Designation Pages⁴:

1. **DESIGNATION OF TEAM REPRESENTATIVES:** The undersigned hereby designate Dr. Ricky Valentin (print or type name) as their Designated Team Representative, as that term is defined above.

2. **EXCLUSIVE COMMERCIAL EXPLOITATION ELECTION:** By initialing the below election, Owner can elect to grant BattleBots the exclusive right to commercially exploit the likeness and merchandise of the Robot, pursuant to the terms set forth herein.

Owner grants BattleBots the exclusive right to commercially exploit the likeness of our robot pursuant to the terms set forth herein. (Print name of Owner initialing _____).

Owner does grant BattleBots the exclusive right to commercially exploit the likeness of our robot. (Print name of Owner initialing _____).

3. SIGNATURES

By signing below, Owner and/or Participants, and each individual and/or entity affiliated with them, hereby agree to be bound by the promises, terms, release and conditions set forth above. The members of the Team are the individuals named and signing below. All hereby agreed to be bound individually and collectively by this Agreement. All are adults (that is, as of date of signing are age 18 or older) except where otherwise noted. Participants under the ages of 18 must have an accompanying parent or guardian.

OWNER OF ROBOT:

Name of Owner Organization: University of - Puerto Rico at Mayaguez

Authorized Signatory: Chancellor (Title or Authority)

By: _____

Print Name: Jorge I. Velez Arocho


Date: _____

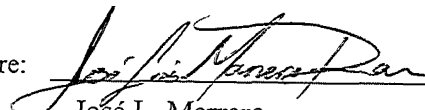
Tax Id No.: _____

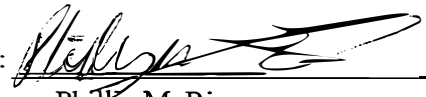
⁴ NOTE THAT THE FORMS INCLUDED IN APPENDIX A AND REFERENCED IN APPENDIX B MUST BE COMPLETED AND INCLUDED.


JV

MEMBERS OF TEAM SUPPORTING ROBOT SIGN HERE:

Signature: 
Print Name: José M. Otaño
Date: March 31, 2009
SSN or Tax Id No.: _____

Signature: 
Print Name: José L. Marrero
Date: March 31, 2009
Tax Id No.: _____

Signature: 
Print Name: Phillip M. Rivera
Date: March 31, 2009
Tax Id No.: _____

Signature: 
Print Name: Sandra G. Vigo Date: _____
March 31, 2009
Tax Id No.: _____

MEMBERS OF TEAM SUPPORTING ROBOT SIGN HERE:

Signature: _____
Print Name: _____
Date: _____
SSN or Tax Id No.: _____

Signature: _____
Print Name: _____
Date: _____
SSN or Tax Id No.: _____

Signature: _____
Print Name: _____
Date: _____
SSN or Tax Id No.: _____

Signature: _____
Print Name: _____
Date: _____
SSN or Tax Id No.: _____



APPROVAL OF PARENT OR GUARDIAN:

The undersigned being the custodial parent or guardian of _____,
above who is a minor (and whose date of birth is _____) hereby consents
approves and joins in the foregoing Agreement.

Signature: _____
Print Name: _____
Relationship to Minor: _____
Date: _____
SSN or Tax Id No.: _____

The undersigned being the custodial parent or guardian of _____,
above who is a minor (and whose date of birth is _____) hereby consents
approves and joins in the foregoing Agreement.

Signature: _____
Print Name: _____
Relationship to Minor: _____
Date: _____
SSN or Tax Id No.: _____

The undersigned being the custodial parent or guardian of _____,
above who is a minor (and whose date of birth is _____) hereby consents
approves and joins in the foregoing Agreement.

Signature: _____
Print Name: _____
Relationship to Minor: _____
Date: _____
SSN or Tax Id No.: _____

The undersigned being the custodial parent or guardian of _____,
above who is a minor (and whose date of birth is _____) hereby consents
approves and joins in the foregoing Agreement.

Signature: _____
Print Name: _____
Relationship to Minor: _____
Date: _____
SSN or Tax Id No.: _____

THE FOREGOING IS AGREED AND ACCEPTED:

BattleBots, Inc., a California Corporation

By: _____

Print Name and Title: _____

Dated: _____



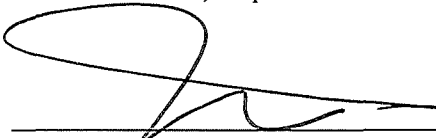
APPENDIX A

TRADEMARK LIMITED AUTHORIZATION

This Trademark Limited Authorization, dated _____, For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, University of Puerto Rico at Mayaguez a public corporation [Corporation, LLC, Not for Profit, Other (please specify)] ("Grantor"), as owner of all rights in and to the trademark "_____" and related trade names and logos (collectively, the "Mark"), hereby grants to BattleBots, Inc., a California Corporation, ("Grantee"), its successors, assignees and licenses, a limited authorization, royalty-free, world-wide and non-exclusive right, but not the obligation, to use the Mark only in such form as appears on and as part of the _____ robot (the "Robot") which has appeared on any "BattleBots" television program or participated in any BattleBots Tournament in connection with the manufacture and sale of toy versions of the Robot, and in connection with advertising, publicizing, exhibiting and exploiting such products. BattleBots will not use the Mark separate and apart from the form as it appears on and as part of the Robot, for any other purpose or in any other manner without prior written consent of Grantor.

1. Grantee acknowledges Grantor's ownership of the Mark, and the value thereof, and agrees not to assert any rights of any kind with respect to the Mark, other than those specifically granted by Grantor to Grantee herein.
2. Grantee will indemnify, defend and hold harmless Grantor, its subsidiaries, affiliates, officers, employees, and representatives from any and all claims, losses, damages and expenses, including attorney's fees, which may result, arise out of or in any way be connected with Grantee's acts in violation of the terms and conditions of this Trademark Limited Authorization (the "Authorization").
3. Grantor hereby represents and warrants that it owns the Mark in the United States and in each other territory described on Exhibit B hereto (if any), and except with respect there to, Grantor makes no representations or warranties of any kind in connection with this Authorization.
4. This Authorization may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties additionally acknowledge and agree that this Authorization may be executed and delivered by facsimile. At such times as each of the parties has a facsimile copy of this Authorization, and/or counterparts thereof, containing the signatures of all of the parties, this Authorization shall be treated as having been fully executed and delivered for all purposes.
5. Grantee may sublicense all of its right, title and interest under this Authorization to any person in connection with the manufacture and sale of toy versions of the Robot, and in connection with advertising, publicizing, exhibiting and exploiting such products (a "Permitted Subgrantee"); provided, Grantee and such Permitted Subgrantee execute and deliver to Grantor an instrument substantially in the form of Exhibit A hereto. Except as provided in this Section 5, this Authorization may not be assigned or transferred by Grantee without the prior written consent of Grantor.
6. This Authorization may be amended or modified only by the written agreement of all the parties hereto. This Authorization shall be governed and construed and interpreted in accordance with the laws of the State of California, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Authorization as of the date set forth above.

By: 
Print Name: Jorge F Velez Arocho
Title: Chancellor
Date: April 17, 2009

BattleBots, Inc., a California Corporation

By: _____
Print Name: Edward Roski
Title: CEO
Date: _____



Exhibit A¹

**TO TRADEMARK LIMITED AUTHORIZATION
ASSIGNMENT AND ASSUMPTION**

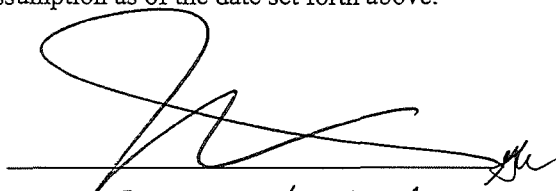
This Trademark Limited Authorization Assignment and Assumption, dated _____, from BattleBots, Inc., a California Corporation, ("Grantee") to and for the benefit of _____, a _____ ("Permitted Subgrantee").

Reference is hereby made to (i) the Trademark Limited Authorization dated _____ (the "Authorization"), between _____, a _____ [Corporation] ("Grantor"), as owner of all rights in and to the trademark " _____ " and related trade names and logos (collectively, the "Mark"), and Grantee.

Grantee hereby assigns and delegates to Permitted Subgrantee, and Permitted Subgrantee hereby assumes and accepts, all of Grantee's rights and obligations to Grantor under the Authorization on the following terms and subject to the following conditions:

- (i) Grantee shall remain primarily obligated to Grantor for all of Grantee's obligations under the Authorization;
- (ii) Permitted Subgrantee acknowledges Grantor's ownership of the Mark, and the value thereof, and agrees not to assert any rights of any kind with respect to the Mark, other than those specifically granted by Grantor to Grantee in the Authorization, as assigned and assumed hereby.
- (iii) Permitted Subgrantee will indemnify, defend and hold harmless each of Grantor and Grantee, their respective subsidiaries, affiliates, officers, employees, and representatives from any and all claims, losses, damages and expenses, including attorney's fees, which may result, arise out of or in any way be connected with Permitted Subgrantee's acts in violation of the terms and conditions of the Authorization, as assigned and assumed hereby.
- (iv) Grantor shall be a third party beneficiary of Permitted Subgrantee's obligations under clauses (i) and (iii) above.

IN WITNESS WHEREOF, the parties have executed this Trademark Limited Authorization Assignment and Assumption as of the date set forth above.

By: 
Print Name: Jorge I. Velez Arocho
Title: Chancellor
Date: April 16, 2009

BattleBots, Inc., a California Corporation

By: _____
Print Name: Edward Roski
Title: CEO
Date: _____

¹ NOTE: THIS EXHIBIT A IS A FORM TO BE USED BY BATTLEBOTS IN THE FUTURE. IT IS NOT TO BE FILLED OUT BY SPONSOR OR ENTRANT APPENDIX A MUST BE FILLED OUT AND SIGNED BY SPONSOR.



Exhibit B

**TO TRADEMARK LIMITED AUTHORIZATION
ASSIGNMENT AND ASSUMPTION**

ADDITIONAL TERRITORIES IN WHICH THE MARK IS OWNED

[Please complete this Exhibit B by listing below all territories outside the United States]

Handwritten signature or initials in the bottom right corner of the page.

APPENDIX B

**ATTACH SIGNED COPIES OF APPROPRIATE IRS DOCUMENTS,
W-9, W-8 OR OTHER:**

Available At:

Form W-9 <http://www.Irs.Gov/Pub/Irs-Pdf/Fw9.pdf>

Form W-8 <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

A handwritten signature or set of initials, possibly 'JH', located in the bottom right corner of the page.