FRED MEDART MANUFACTURING CO.

STEEL LOCKERS - STEEL SHELVING - STEEL WARDROBES
GYMNASIUM APPARATUS - PLAYGROUND APPARATUS
GYM SEATS - SWIMMING POOL EQUIPMENT
METAL SPECIALTIES

CHICAGO OFFICE 326 W. MADISON ST.

POTOMAC AND DE KALB STREETS

ST. Louis, Mo.

August 3, 1939

Dr. Forrest C. Allen University of Kansas Lawrence, Kansas

Dear Dr. Allen:

NEW YORK OFFICE

16 WEST 61ST STREET

The purpose of this letter is to provide you and the Company with a mutual acknowledgment of the existence of a contract between both parties for a period of five (5) years from date, at the expiration of which period it may be extended for another five (5) year period if agreeable to both parties. This contract shall be binding on both parties with the affixing below of your signature and the signature of an officer of the Company, both signatures to be made in the presence of witnesses, and to outline the purpose of this contract, and to list and elaborate upon the duties, services and co-operative effort each party agrees to undertake individually and collectively to introduce the new game "GOAL-HI" (which name may be changed at some future date) and to successfully and profitably manufacture and sell the equipment required to play the game.

- 1. It is the Company's intention to protect the interests of both parties by attempting to obtain, in the name of the Company, patents on the equipment in question, a trade-mark monopoly on the name "GOAL-HI" and copyright protection on the rules book and other printed literature describing the game. The entire expense incurred in obtaining the above protection and in defending it against infringement shall be absorbed by the Company, who retains sole ownership of such claims as may be allowed by the Government. In addition, it is the Company's intention to promote, to the best of its ability, the introduction of and continued sale of the equipment required to play the game, and the expense of such effort shall be entirely absorbed by the Company.
- 2. Only the Company shall be privileged to authorize others to manufacture competitive equipment.
- 3. The Company agrees to pay you, quarterly, 5% of the net F.O.B. St. Louis selling price of each piece of equipment sold during each 3 month period, by the Company or by others licensed by the Company.
- 4. You will immediately prepare and assist in editing a rules book which shall contain the fundamentals of the game and a complete set of rules for playing it by people of all ages, and to fully co-operate with the Company in the preparation of any other printed material that may be required. The entire expense of all printing and of preparing artwork and printing plates to be absorbed by the Company.