

AGREEMENT.

THIS AGREEMENT, Made this tenth day of September, A. D. 1932, between RALPH W. FISHER and CHARLEY F. EMBREE, both of Iowa City, Iowa, hereinafter referred to as parties of the first part, and FORREST C. ALLEN, of Lawrence, Kansas, hereinafter referred to as the party of the second part,

WITNESSETH, That the said Ralph W. Fisher is now an applicant for Letters-Patent, Copyright and Trademark all with reference to a game devised and invented by him and known as "Inter-Collegiate Basketball Game", and in which Letters-Patent, Copyright and Trademark said Ralph W. Fisher has heretofore made assignment of a one-half interest to Charley F. Embree, and said Fisher and Embree, as parties of the first part, are desirous of providing for financing the production and sale of said games when manufactured and produced,

NOW THEREFORE, Said parties of the first part, in consideration of the agreements of the party of the second part, do hereby sell, transfer, assign and deliver to party of the second part, a one-third share, part and interest in and to said game known as "Inter-Collegiate Basketball Game" and in and to any and all Letters-Patent, Copyright and Trademark that may hereafter be issued, either as applied for or as may hereafter be applied for on any improvements thereon, in consideration of which said party of the second part agrees to provide and furnish the sum of FIVE HUNDRED (\$500.00) DOLLARS to pay the cost of materials, printing, manufacturing and producing one thousand of said games for delivery to wholesalers and jobbers, it being expressly understood and agreed that said games shall be lettered, marked and sold under the trade-name of PHOG ALLEN INTER-COLLEGIATE BASKETBALL GAME.

It is further agreed between the parties hereto that from the proceeds of the sale of said games, there shall be repaid to party of the second part one-half of the moneys advanced by him hereunder, i. e. \$250.00, and that from the proceeds of the sale of the next one thousand games sold there shall be repaid to the party of the second part the remaining one-half of the moneys advanced ~~him~~ by him hereunder, i. e. \$250.00; that the net profits arising from the manufacturing, production and sale of said games shall be divided in equal one-third shares between the two parties of the first part and the party of the second part; that neither party hereto shall sell his interest in said Letters-Patent, Copyright or Trademark without the consent of the other parties, and that neither party shall enter into any contracts for printing, manufacture, sale, production or materials in connection with said games without the consent of the other parties.

It is further agreed between the parties hereto that if for any reason it is necessary that this agreement be re-drafted to comply with any statutory or other requirements that each will agree to such re-draft or in event of his failure so to do, this document shall stand as such agreement to such re-drafted agreement, and it is further understood that if at any time in the future partnership articles are necessary that the same shall be agreed upon and reduced to writing.

IN WITNESS WHEREOF, THE parties hereto have signed their names to this agreement which is executed in triplicate on the day and year first above written.

Charley F. Embree

Ralph W. Fisher

Parties of the first part.

Forrest C. Allen

Party of the second part.