



While we are always very pleased to consider outside ideas, we have found it desirable to consider them only on the basis of our Letter of Understanding. If you are willing to submit your idea in accordance with this agreement, please sign one copy and mail the **original** to:

Marshalltown Company
Attn: Marketing Dept, New Product Submissions
104 S. 8th Ave.
Marshalltown, IA 50158

Thank you for considering us.

We look forward to receiving a signed copy of the Letter of Understanding.



LETTER OF UNDERSTANDING

To persons desiring to submit ideas or inventions to MARSHALLTOWN:

Each year, many people outside our organization offer unsolicited ideas and inventions which they believe may be new and useful to us. We sincerely appreciate this expression of interest and, with a few exceptions, are willing to give consideration to such submissions. The nature of these submissions and the legal considerations associated with them require the adherence to certain procedures and conditions as set forth in this Letter of Understanding. We must ask that you agree to these terms before we can consider your submission.

We suggest that you protect your proprietary interests to your satisfaction before disclosing any idea or invention. Questions relating to the meaning or legal effect of this Letter of Understanding should be discussed with your attorney. However, MARSHALLTOWN cannot assume any of your expenses associated with these matters or with your submission in general. Your submission must be made entirely in writing, on (or attached to) this Letter of Understanding, together with any designs or illustrations referred to in the written description. If your idea or invention is covered by any issued patent or pending patent application, a copy of such patent or application should be furnished (omitting the filing date and serial number from such application, if you wish).

You should keep the original or an exact copy of your submission since we do not return any material submitted to us. Both of us will then have a record for future reference.

It is often necessary to refer a submission to a number of persons in our organization, and we may consult outsiders to help us determine the practicability and value to us of the material submitted. For these and other reasons, we cannot and will not be expected to treat your disclosure as secret or confidential. As soon as reasonably possible, your submission will be reviewed so far as in our judgment it requires consideration. We will advise you whether or not we are interested, although we cannot agree to give our reasons. It is understood that no confidential relationship of any kind will exist or arise between us, and that no obligation of any kind is assumed by or to be implied against MARSHALLTOWN with respect to your submission or its use, unless and until a formal written contract has later been entered into, and then only as expressed in that contract.

Your rights and MARSHALLTOWN's liability arising out of the material submitted are to be defined solely by the patent protection that may be given under applicable patent laws, and are to be measured only by the valid claims of any patent which has issued or may issue upon such material. However, nothing contained in this Letter of Understanding, or the receipt and consideration of your disclosure, shall impair the right of MARSHALLTOWN to contest the validity or infringement of any patent now or later obtained.

We frequently receive ideas or inventions which are similar to those which have been previously conceived by our personnel, have previously been submitted to us by others, or which are described in prior patents or patent applications owned by MARSHALLTOWN or others. We are to be under no obligation to reveal MARSHALLTOWN's activities of the same or similar nature, or any such patent information, or the results of our investigation.

To the extent consistent with your patent rights mentioned above, MARSHALLTOWN shall be at all times free to use without obligation to you, similar ideas or inventions which have been developed independently, submitted by others, or become known to the public, whether before or after your submission.

Our entering into negotiations for acquiring rights to any ideas or inventions submitted shall not be prejudicial to us in any way, nor shall it be considered an admission of the novelty or usefulness of the ideas or inventions, or of priority or originality on the part of the person submitting or owning them.

I have read the preceding Letter of Understanding, and in consideration of your being willing to examine certain ideas or inventions which I am submitting for your possible acquisition rights, I agree to its terms and conditions. I also agree that these terms and conditions shall apply to all information, regardless of when submitted by me, relating to such ideas or inventions, and that they shall apply broadly to MARSHALLTOWN and to all of its subsidiary companies, and may not be modified or waived.

My submission is *(please name and describe)*: _____

Contact Information

My name *(please print)*: _____

Telephone: _____

Home Street Address: _____

City, State, & Zip Code: _____

Name & address of my present employer: _____

Name & address of my employer at the time the idea or invention was conceived or developed:

Note: If either of these employers, or anyone else, has any rights in the submission, explain briefly:

I warrant that this submission has not been solicited by MARSHALLTOWN, that I have the unrestricted right to disclose it to MARSHALLTOWN and/or dispose of it, and that I am of legal age and otherwise competent to enter into this agreement. This agreement constitutes our entire understanding with respect to the submission.

Date: _____

Signature of Submitter(s): _____

This Letter of Understanding is furnished in duplicate so that one copy may be retained by the submitter. After both copies have been completely filled in, send one signed copy with all necessary supporting material to:

**Marshalltown Company
Attn: Marketing Dept, New Product Submissions
104 S. 8th Ave.
Marshalltown, IA 50158**