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day of December, 1923, personally appeared W.P. Cunningham, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument, as its president and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth. WITNESS MY hand and official seal the day and year above set forth.

My commission expires Jan. 23, 1926. (SEAL) Eugene E. Hennig, Notary Public.

The above assignment approved by me this 31st day of December, 1923.

Albert H. Neilson

# C O N T R A C T

THIS CONTRACT, made and entered into this ... day of May, 1923, by and between Albert H. Neilson of Tulsa, Oklahoma, party of the first part, and B. & C. Machine and Foundry Company, an Oklahoma corporation with its principal office at Tulsa, Oklahoma, party of the second part, WITNESSETH;

WHEREAS the party of the first part is the inventor of two improvements described as follows;

A safety sucker rod elevator, for which a patent is now being applied for, said application having been filed on the ... day of December, 1922, and being Serial No. ....; which patent shall, for convenience, be hereinafter referred to as the "elevator;"

An improvement in a safety hook, application for patent for which has not yet been filed, But the information is at the present time in the hands of Munn and Company of Washington for the purpose of preparing said application. Said improvement shall hereafter be referred to as the "hook;" and

WHEREAS party of the first part is desirous of having said improved elevator and hook manufactured and sold and the party of the second part is willing and has agreed to undertake the manufacture and sale upon the terms and conditions hereinafter expressed;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto have stipulated and agreed as follows;

FIRST. The party of the first part hereby grants to the party of the second part, its successors, and assigns, for the full term of the letters patent which may be issued on said improvements, the exclusive right for the United States of America to manufacture, sell, and distribute said patented articles; and the party of the second part agrees that it will manufacture or cause to be manufactured a sufficient amount of said patented articles to fill within a reasonable time all orders for the same.

SECOND. Party of the second part further agrees to keep on hand at least One Hundred (100) of each of said tools or appliances, except in cases of unusual demand.

THIRD. The party of the second part agrees to manufacture said patented articles in a good and workmanlike manner, and to replace any defective parts in case such defects occur in the manufacture.

FOURTH. The party of the second part stipulates and agrees that it will diligently and in good faith offer for sale and make all reasonable efforts to promote the sale of said tools and appliances and will employ their best efforts in connection with their general business of selling oil field specialties to expand the trade in any demand for said tools and appliances, and it will make reasonable efforts to offer for sale and place on sale through dealers and agents said appliances; and that in the event said second party employs agents or salesmen on the road to solicit orders for other lines carried by second party, said salesman shall also be salesman and solicitors for the appliances covered by this agreement.