

of all parts which may be sold, and further agrees that the party of the first part may act as general sales agent for the sale of said swabs and receive a commission of Twenty (20) per cent, of the sale price. All royalties and commissions shall be paid on the tenth (10th) and twenty fifth (25) of each calendar month for the royalties and commissions which may have been earned up to five (5) days prior to the date of such payment. In the event the sales of said swabs or the parts shall become extensive, so that a five (5) day period shall not constitute a sufficient length of time within which to check up the accounts, then party of the second part may have a reasonable time within which to check up said accounts before making payments.

THIRD. Party of the first part agrees to proceed with diligence in procuring letters patent upon said improvement, and, upon securing said patent, will execute to party of the second part a good and sufficient assignment, applicable throughout the United States, assigning to party of the second part, its successors and assigns the sole and exclusive right to manufacture and sell said patented article and the various parts; which assignment, however, shall contain a provision that the party of the second part, its successors and assigns, shall pay the royalties and commissions therein specified; that it will manufacture said swab and its parts out of good material, and in a good and workmanlike manner; that it will continue to manufacture a sufficient quantity thereof to supply the demand reasonable anticipated, and, if necessary, to have said swab and its parts manufactured in other shops and foundries than that belonging to the party of the second part, its successors and assigns, and that the failure on the part of the second part, its successors and assigns, to keep the terms and conditions in a substantial manner shall operate to forfeit and cancel said assignment, provided that before such forfeiture shall be declared the party of the first part shall notify the party of the second part in writing of the default, and party of the second part shall have thirty (30) days thereafter within which to correct the default and relieve itself therefrom, and if it fails so to do within the time specified, then said assignment shall become inoperative and void.

It is agreed that as an advertising medium for the exploitation of the Oil Well Swab, being manufactured and distributed by the signers of this agreement, that the "Oil & Gas Journal" published in Tulsa, Oklahoma, be used in lieu of the "National Petroleum News," as specified in contract.

This is be part of said contract which was drawn up and signed by us in Tulsa on September, 7th, 1922.

Signed. H.R. Standlee

Signed B & C Machine Foundry Co.

Tulsa, Okla. Sept. 9, 1922.

By W. P. Cunningham,

FOURTH. In the event there is any infringement of the patent, both parties agree to use their best efforts to stop the same, and should it become necessary to engage in litigation, the party of the first part shall bear such portion of said expenses as his Twenty-five (\$25.00) dollar royalty bears to the total average cost of each swab.

FIFTH. The first Two Hundred (\$200.00) Dollars in royalties earned under this contract shall be applied towards reimbursing the party of the second part for the Two Hundred (\$200.00) dollars advanced by it.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate the day and year first above written.

(No
(Corporate Seal)
ATTEST; J. T. McCullough, Secretary.

H.R. Standlee,
Party of the first part.

B. and C. Machine Foundry Company.
By W.P. Cunningham, its President.
party of the Second Part.