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 COMPARED
 And in addition to the foregoing assignment and as a further consideration for the agreements, covenants and assumed obligations of the said second party as hereinafter set out, the said first party does hereby sell, assign, and surrender to the said second party the exclusive right and privilege of the manufacture, sale, exploitation, management, and control of the said device, and any and all improvements, additions, and alterations that may hereafter be made therein or thereto, during the life of the said letters patent and all extensions and renewals thereof, in and throughout the said United States and all territories thereof.

In consideration of the sale, assignment, and surrender to second party of the one half interest in and to said letters patent and the exclusive right to manufacture, sell, exploit, and control of the said device as herein above set out, the said second party promises and agrees to accept and assume the privileges, rights, property, and obligations transferred to and assumed by the said second party, and hereby promises and agrees to begin the manufacture and sale of the said patented device or "oil thief" or to procure the manufacture and sale thereof, without cost or expense to the said first party, and to do this as soon as arrangements can be made and machinery procured for the manufacture thereof, financial and industrial conditions considered; and in addition to the obligations assumed by the second party and as further consideration for the sale and assignment of one half interest in the said letters patent and the sale and surrender to second party of the exclusive right to manufacture, sell, and control the said patented device, second party promises and agrees to pay to first party, as royalty, one sixteenth (1/16) of the gross amount received by second party or his assigns from the sale of said device; payment to be made each month after the sale of said device shall begin and shall be computed on the sales for the proceeding month.

It is understood and agreed that this contract shall be and is binding upon and extends to the heirs, executors, representatives, and assigns of the parties hereto.

It is further understood and agreed that a certain contract between the parties hereto, dated September 13th, 1923, and relative to the subject matter of this contract, is and has been fulfilled and abrogated by this contract in so far as there is or may be any conflict between the said two contracts.

IN WITNESS WHEREOF the said parties hereto have hereto set their hands this 29th day of October, 1923.

Frank J. Tarr

Arthur G. Burleson

STATE OF OKLAHOMA,)
) ss.
 Tulsa County.)

Before me, Arthur Dudley, a Notary Public in and for the county and state aforesaid, on this - - day of October, 1923, personally appeared Frank J. Tarr and Arthur G. Burleson, to me known to be the identical persons who executed the above and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Feb. 12, 1924. (Seal)

Arthur Dudley, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 27, 1923, at 1:00 o'clock P.M. and recorded in Book 479, Page 494.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

245464 C.M.J.

ASSIGNMENT OF UNDIVIDED INTEREST IN LETTERS-PATENT COMPARED

BE IT KNOWN: THAT WHEREAS, I, Frank J. Tarr, together with Henry E. McCoy, of the county of Creek, State of Oklahoma, and the county of Wichita, State of Texas, respectively, did obtain letters-patent of the United States for an improvement in "Testing device", commonly