

A G R E E M E N T

THIS AGREEMENT made and entered into on the 20 day of December, 1944, by and between W. N. Cundiff, of Greenville, South Carolina, first party, and Norris Brothers, a Corporation under the laws of the State of South Carolina with its principal place of business in Greenville, South Carolina, second party, witnesseth:

THAT WHEREAS, first party has originated and designed a useful and practicable improvement in and upon an article known as picker stick, which consists of inserting in such article a fiber strip or part of such shape, weight and dimensions and at such points therein as to provide, among other things, greater reinforcement, uniform strength and more durability.

AND WHEREAS, first party has designated picker stick manufactured by incorporating therein the improvement he has originated and designed by the term "Super Stroke", (which improvement shall hereinafter be designated as Super Stroke),

AND WHEREAS, second party, realizing the merits of Super Stroke and its commercial value, desires to manufacture and market same through its own facilities which are suitable for that purpose, and to license other persons, firms, corporations and associations, (hereinafter designated as licensee or licensees as the case may be), to manufacture and/or market same through their respective facilities or otherwise,

NOW IN CONSIDERATION of the mutual covenants and agreements herein contained, and one dollar each to the other paid by the parties, receipt whereof is hereby acknowledged, it is agreed by and between the parties as follows:

1. First party has disclosed to second party, its agents, employees or servants, complete details and specifications of Super Stroke and the methods which he has perfected for the manufacture thereof.
2. In consequence of such disclosure second party has or soon hereafter will file a claim in its name in the United States Patent Office for a patent on Super Stroke, and agrees to prosecute such claim with all possible diligence and to bear all expenses connected therewith.
3. First party has agreed to permit second party to use the term Super Stroke and to authorize licensees manufacturing and/or marketing same to use such term.
4. Second party shall have the right, if it should deem proper, to register in its name the term Super Stroke as trade-mark, or to copyright same, bearing all expenses connected therewith.
5. Second party agrees to pay all expenses incident to obtaining letters patent on Super Stroke in such countries other than the United States, and/or to protect by registering as a trade-mark or by copyrighting the term Super Stroke in such countries other than the United States as the parties may hereafter agree to, or as second party in its discretion may deem advisable.
6. All letters patent which may be obtained on Super Stick and/or all protection of the term Super Stroke which may be obtained shall be held and enjoyed by second party subject to all of the terms and conditions of this agreement.
7. Second party agrees to begin immediately the manufacture and marketing of Super Stroke in accordance with specifications developed by first party, and to use all reasonable diligence in prosecuting the sale of Super Stroke.
8. Second party will furnish all materials, labor and other things necessary to the manufacture and sale of Super Stroke through its own facilities. This shall cover also all expenses or costs of sales.
9. Second party shall have the right, from time to time when in its opinion same would insure to the best interest of the parties hereto, to enter into agreements with licensees authorizing them to manufacture or cause to be manufactured Super Stroke in accordance with specifications developed by first party, and/or to market same through their respective facilities or otherwise, provided, however, that all such agreements entered into with licensees shall provide for payment to second party for the benefit of first party the royalty stipulated in the following paragraph.
10. Second party agrees to pay to first party a royalty of 1 1/4 cents each on every Super Stroke manufactured through its facilities and sold by it or through other sales facilities. Such royalty shall be credited to the account of first party as said Super Strokes are billed by second party to the purchasers thereof. Second party agrees also to incorporate into each agreement with a licensee covering the manufacture and/or sale of Super Stroke a provision whereby such licensee shall pay to second party for the account of first party a royalty of 1 1/4 cents each on every Super Stroke manufactured and/or sold by such licensee. Said royalty shall be credited to the account of first party by second party as same is collected by second party from the licensee.