

11. Second party shall keep an accurate record of the number of Super Strokes manufactured and sold by it as above provided, and of the royalty credits due therefrom to first party; also to keep an accurate record of the royalty payments received for the account of first party from each licensee, all of which records shall be open to inspection by first party at any and all reasonable times. All payments due first party on account of such royalties shall be paid monthly on the 10th day of each month for credits entered during the preceding month.

12. In the event a patent is secured on Super Stroke by second party, either in the United States or elsewhere, such will not alter, change or affect this agreement in any way.

13. Any subsequent patent or patents which second party may secure on any improvement or change in Super Stroke shall be covered by this agreement and shall be subject to all the terms and conditions thereof as if such improvement or change were a part of the original Super Stroke.

14. All necessary expense of litigation to enjoin infringement of or to protect otherwise the patent or patents contemplated herein and/or the term Super Stroke shall be borne by second party, but should first party notify second party of infringement by third party and second party does not forthwith proceed to halt such infringement, then and in that event first party may take any necessary steps to stop said infringement and second party shall reimburse first party for all expenses incurred thereby.

15. No sale of any patent secured on Super Stroke or on an improvement or change therein shall be made by second party, nor shall any interest in such patent be sold by second party without its first having obtained the written permission of first party. In the event of such sale, one-third of the net proceeds thereof shall be paid to first party by second party immediately upon receipt by second party of the avails or proceeds of such sale. The same conditions shall apply to the sale by second party of the rights to use of the term Super Stroke, or any interest therein.

16. This agreement shall be in force and effect for the period covered by the life of any letters patent secured on Super Stroke by second party, and for the period of time covered by the life of any renewals thereof, unless sooner terminated by mutual consent. In the event of sale by second party of all rights, title, claim and interest in its patent or patents on Super Stroke and of all rights, title, claim and interest in and to the term Super Stroke, this agreement shall terminate upon payment by second party to first party of the latter's share in the proceeds and avails of such sale as above provided.

17. In the event second party is not successful in prosecuting its application for letters patent on Super Stroke in the United States Patent Office, it shall nevertheless pay to first party the aforesaid royalty on each Super Stroke manufactured by it prior to the final determination of the non-patentability of Super Stroke, and shall thereafter pay to first party the aforesaid royalty on any and all Super Strokes manufactured by it, all of such royalties being payable in accordance with the provisions of Paragraph 10 above.

18. This agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, personal representatives, assigns or successors. Although first party was employed by second party at the time he originated, designed and perfected Super Stroke, and remained in the employ of such party to the date of execution of this agreement, the validity of this agreement shall not depend upon first party's continuing to be an employee of second party, but shall remain in full force and effect in the event first party should subsequently leave the employ of second party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first mentioned above.

Witnesses:

J. B. Thompson  
Virginia Norris

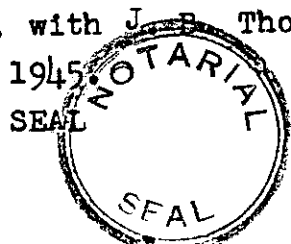
Corporate Seal

W. N. Cundiff  
First Party  
NORRIS BROTHERS  
Second Party  
BY: D. L. Norris,  
Title Pres. and Treas.

State of South Carolina,  
County of Greenville.

Personally appeared before me Virginia Norris and made oath that she saw the within named W. N. Cundiff and Da. L. Norris sign, seal and as their act and deed, deliver the within instrument, and that she, with J. B. Thompson witnessed the execution sworn to before me this 25th day of January, A. D. 1945.

Gladys Griffin  
Notary Public, S. C.



Virginia Norris.

No Stamps.