

3832

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STATE OF ALABAMA)
COUNTY OF SHELBY)

SALE OF AN INVENTION BEFORE THE ISSUE
OF LETTERS PATENT THEREON,
EXECUTED IN TRIPLICATE.

KNOW ALL MEN BY THESE PRESENTS:-

THIS AGREEMENT made and entered into this the 26 day of May, 1954, by and between Leo W. Foster of Coumbiana, Alabama and W. L. Lawler, Jr of Montevallo, Alabama hereinafter referred to as the Inventors and Lawler Machine & Supply Company, of Montevallo, Alabama hereinafter referred to as the Purchaser-Promotor.

WITNESSETH: That the Inventors now have pending in the United States Patent Office an application for Letters Patent under serial number 380824 on an invention designated as "A Small Animal Casket" and the said Purchaser-Promotor is desirous of acquiring the exclusive right to manufacture, sell, and distribute said invention throughout the United States of America and possessions thereof while said Patent application is pending in the Patent Office and or United States Courts and for the term of any Patent obtained on said invention.

Now, Therefore, the said Inventors by these presents do hereby grant unto the said Purchaser-Promotor the exclusive right to manufacture, sell, and distribute the said invention in said territory for the time stated in consideration of the following: the said Purchaser-Promotor agrees to pay each of the said Inventors the sum of twenty-five (.25¢) on each Small Animal Casket sold. Payments to be made by check and statement of quantity number of caskets sold, mailed to said Inventors not later than the tenth of the month for sales made in the previous month. Sold or sale meaning when a casket is billed to a customer, whether ever paid for or not by the customer.

As a further consideration hereof the Purchaser-Promotor hereby agrees to diligently and expediently manufacture and distribute the said

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invention without delay.

The Inventors shall have the right to examine or have examined by a Public Accountant, the books and records of the Purchaser*Promotor, during business hours, with reference to the quantity number of said Small Animal Caskets sold by the Purchaser*Promotor by virtue of this agreement and in accordance hereof.

Should the Pruchaser-Promotor fail to carry out any of the terms of this agreement, then in such event the Inventors shall have the right, at their option, to cancel this agreement by giving thirty days written notice by registered mail addressed to the last known address of the Purchaser-Promotor.

It is understood and agreed that in case it should become necessary to protect the Purchaser-Promotor from other manufacturers infringing on the Purchaser-Promotor the cost of the protection will be paid by the Inventors.

This agreement shall be binding upon the Executors and or Administrators of our respective estates.

In testimony whereof we the said Inventors and Purchaser-Promotor have hereunto set our hands and seals on this the 26 of May, 1954.

Executed in presence of:

D. M. Dumas
Address: Columbiana, Ala

Richard P. Fletcher
Address: RT 1, Murrell, Ala.

Paul Gray Truchers
Address: RT 1, Brionfield, Ala

Leo W. Foster (SEAL)
(Leo W. Foster, Inventor)

W. L. Lawler, Jr. (SEAL)
(W. L. Lawler, Jr, Inventor)

Lawler Machine & Supply Co. (SEAL)
(Lawler Machine & Supply Co)
by: W. L. Lawler Sr
Purchaser-Promotor)

STATE OF ALABAMA, SHELBY COUNTY

I, L.C. Walker, Judge of Probate, hereby certify that the within Agreement was filed for record the 7 day of July, 19 55 at 1 o'clock, PM and recorded in Deed Record 173 Page 509, and the Mortgage Tax of Deed Tax of 173 has been paid.

L. C. Walker Judge of Probate