

State of South Carolina
County of Greenville.

Whereas F. C. Worley has applied for a patent on his invention "Shimmying and Quaking Shoes" with supplemental application entered March 26, 1927 and the parties hereto have entered into an agreement with reference to same.

Now, therefore, his agreement entered into between F. C. Worley, hereinafter called Owner, and C. C. Hendman and J. F. Mc Dow, hereinafter called agents, it is covenanted:

That the Owner agrees to manufacture the patented devices and to furnish as many of said devices per month as may be required by the agents for the purpose of sale.

The Owner does hereby grant unto the agents the sole and exclusive license to use and sell the said invention during the entire term herein specified and agree to appoint no other agents for the sale of said device, and that the agency of the agents for the sale of the said device shall cover the whole territory of the United States and shall be exclusive.

The said agents shall be entitled during the continuance of this agreement to the sole and exclusive right to every improvement in or addition to the said invention and to every new discovery useful for the manufacture of the said article which are now in the knowledge of or which may hereafter be made by the owner.

The Owner agrees to manufacture and to sell to the agents as many of said devices as they may order at the following schedule prices: up to first one hundred dozen pairs - \$5.00 per dozen; one hundred to five hundred dozen pairs - \$4.50 per dozen; five hundred to one thousand dozen pairs - \$4.25; one thousand to five thousand dozen pairs - \$4.00; five thousand to ten thousand dozen pairs - \$3.50 per dozen. The above prices are to be based on orders placed by the agents during the calendar month, whether deliveries are made during the month or not, the intention being that the schedule of prices shall be based upon the orders placed by the agents with the Owner during the calendar month. The agents agree to order from the Owner at least twenty-five pairs per month.

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The Owner agrees to deliver the devices on the order of the Agents upon payment to the Owner of prices set forth above, and further agrees to ship the said devices to the purchasers thereof upon shipping instructions to be furnished by the Agents, all shipments to be made promptly upon receipt of orders at the plant at Greenville, S. C.

The Agents agree to make payment in cash for the said devices with the order therefor at the prices hereinabove stated.

The Owner guarantees that all devices and appliances furnished by him to the Agents under this agreement will give entire satisfaction to the purchasers thereof, and if said purchasers are not satisfied therewith that he will refund to the Agents the money paid by them for such devices as are not satisfactory.

It is mutually agreed that the agents may fix the sale price of all appliances and devices sold by them and that the Agents' profits and compensation shall be the difference between the price which they are to pay the owner thereof as hereinabove stated and the price at which they may sell said appliances and devices to the purchaser thereof.

It is understood that this agreement shall continue for the benefit of the parties hereto, their heirs, executors, administrators and assigns, and shall continue in full force and effect during the entire period for which the patents, renewals and extensions thereof shall be effective, but it is further agreed that this agreement may be terminated at any time by the agents by giving thirty days notice in writing to the other.

In Witness Whereof the Parties hereto have set their hands and seals this 31st day of March, 1927.

H. H. Springfield
H. N. Jones

F. C. Worley (Seal) Owner
C. C. Hendman (Seal)
J. F. Mc Dow (Seal)
Agents.

(Over)