STATE OF ILLINOIS

COUNTY OF COOK

THIS AGREEMENT, made and entered into this seventeenth day of July, 1964, at Chicago, Illinois, between NATIONAL AUTOMOTIVE PARTS ASSOCIATION, hereinafter referred to as the Licensor, and GENUINE PARTS COMPANY of 299 Piedmont Avenue, N.E., Atlanta, Georgia, hereinafter referred to as the Licensee.

W I T N E S S E T H:

WHEREAS, Licensor is the owner of the trademark "Ray-Loc", the certificates of registration of said trademark in the United States Patent Office being numbers 383,061, and bearing the date of November 19, 1940; 386,233, and bearing the date of April 1, 1941; and 377,923, and bearing the date of May 21, 1940.

WHEREAS, Licensee is desirous of obtaining a license to manufacture and sell certain products to bear said trademark "Ray-Loc."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

(1)

The Licensor hereby grants to the Licensee a non-exclusive license, subject to the terms and conditions herein set forth, to manufacture and sell under the trademark "Ray-Loc" such products as are specified and limited in Paragraph (4) hereof.

(2)

This license is granted with the express understanding and agreement that the Licensee herein shall not sell or



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attempt to sell, assign, or in any way transfer to any person, firm, partnership or corporation, this license agreement or any sublicense hereunder.

(3)

The term of this agreement shall be for a period of one year beginning July 17, 1964, and thereafter shall be deemed renewed from year to year unless terminated by either party in accordance with the next succeeding sentence. Either party may terminate this agreement at any time by serving written notice of such termination on the other party not less than sixty (60) days preceding such termination.

(4)

The Licensee agrees not to use said trademark for any other purpose than on or in connection with the following products: electrical starters for automobiles, generators, spark plugs, cables, distributors, and parts thereof, automobile front axle spindles, brake shoes, shock absorbers, hydraulic brake cylinders, hydraulic brake pistons, internal combustion motors, including cylinder blocks, cylinder heads, connecting rods and pistons; clutch pressure plates, clutch and clutch cover assemblies, carburetors, differential assemblies, automobile power transmissions, including gears and shafts; fuel pumps, water pumps, oil pumps and parts thereof. Licensor reserves the right to supervise the manufacture, processing, and packaging of and to inspect and test all electrical starters for automobiles, generators, spark plugs, cables, distributors, and parts thereof, automobile front axle spindles, brake shoes, shock absorbers, hydraulic brake cylinders, hydraulic brake pistons, internal combustion motors, including cylinder blocks, cylinder heads, connecting rods and pistons; clutch pressure plates, clutch and clutch cover assemblies, carburetors, differential assemblies, automobile power transmissions, including gears and shafts; fuel pumps,

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water pumps, oil pumps and parts thereof, produced and offered for sale by Licensee on which, and in connection with which the trademark "Ray-Loc" is used, to insure and maintain the quality and standards of such products. Licensee agrees to permit Licensor's authorized personnel to enter its premises at all reasonable times to inspect its manufacturing, processing and packaging facilities and operations and to inspect and test the products produced for sale under said trademark for the purpose of determining the quality and standard of such products. From time to time or upon any reasonable request from Licensor, Licensee shall furnish samples for inspection and testing to Licensor to facilitate the proper supervision.

(5)

The Licensee agrees to manufacture and sell under the trademark "Ray-Loc," such products as are specifically set out and limited in Paragraph (4) hereof solely to members in good standing of the National Automotive Parts Association. The Licensee shall have the right to manufacture and sell in its usual and customary business those products set forth in Paragraph (4) hereof, provided, however, that such products shall not bear or be identified with the trademark "Ray-Loc." This contract shall be construed to apply and relate only to products which are specifically enumerated in Paragraph (4) hereof and which are manufactured or sold under the trademark "Ray-Loc."

(6)

If the Licensee shall, for any reason whatsoever, cease to do business, then Licensor shall have the right to declare this license null and void.

(7)

The Licensor reserves to itself the right to sell, assign, or transfer all or any of its rights under the terms of this contract.

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(8)

No warranties shall be deemed to be given by the Licensor with respect to its title to the trademark "Ray-Loc."

(9)

The rights and powers hereby granted to the Licensee are those of a licensee only. Nothing herein contained shall be so construed as constituting the Licensee a general agent or as authorizing the Licensee to incur financial obligations in the Licensor's name; and it is specifically understood and agreed that under no circumstances shall any power granted, or which may be deemed to be granted, to Licensee, be deemed to be coupled with an interest. Nothing herein shall be so construed as to constitute the relationship hereby created a joint venture or a partnership between Licensor and Licensee.

(10)

Any notice required hereunder shall be in writing and may be served personally or by depositing the same addressed to the last known address of the other party, postage prepaid, in the official mails of the United States of America, or by delivering the same, toll prepaid, to a telegraph or cable company. Any notice mailed, telegraphed, or cabled, as aforesaid, shall be deemed to have been served on the date of mailing or on the date of delivery to the telegraph or cable company.

(11)

This contract and the rights granted hereunder are personal to the Licensee and shall not be assignable by operation of law.

(12)

In the event the Licensee shall file a petition in bankruptcy or be adjudged bankrupt or make an assignment for the benefit of creditors, or be placed in the hands of a trustee or receiver, or otherwise become insolvent, then on the happening of any such contingency, the Licensor shall have the right forthwith to terminate this agreement by giving

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Licensee, its receivers, assignees or trustees, as the case may be, fifteen (15) days written notice of its election so to do. The equivalent of any of the proceedings or acts referred to in this Paragraph, though known and/or designated by some other term or name, shall likewise constitute a ground for termination of this contract by the Licensor under this Paragraph (12).

(13)

The Licensor retains hereunder the exclusive right to and in the trademark "Ray-Loc." Upon termination of this agreement, the Licensee shall immediately discontinue the manufacture or sale of products under the trademark "Ray-Loc" and shall discontinue completely such use of said mark in its business. The Licensee is hereby granted the right to use the trademark "Ray-Loc" in any trade name which it shall adopt and use exclusively with the products licensed hereunder. Upon termination of this agreement, the Licensee further covenants and agrees not to make known, either directly or indirectly, in any manner or form, that the Licensee was formerly known by a name containing the word "Ray-Loc" nor will the Licensee in any way, either directly or indirectly, make reference to "Ray-Loc" in connection with the Licensee's business.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized agents, have caused this agreement, in duplicate, to be signed and their seals affixed, this seventeenth day of July, 1964.

LICENSEE,

GENUINE PARTS COMPANY

ATTEST:

(Corporate Seal)

Cary H Grace
Secretary

By: Wilton Lorney
President

LICENSOR,

NATIONAL AUTOMOTIVE PARTS ASSOCIATION

ATTEST:

(Corporate Seal)

W. G. Gunich
Secretary

By: J R Degnan
Vice-President & General Manager

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