

CROSS LICENSE AGREEMENT

MEMORANDUM OF AGREEMENT by and between ALLEGHENY LUDLUM STEEL CORPORATION, a Pennsylvania corporation, having its main office at Oliver Building, Pittsburgh, Pennsylvania, hereinafter referred to as "Allegheny", and KRUPP NIROSTA CO., INC., a Delaware corporation, having its main office at 27 William Street, New York, N. Y., hereinafter referred to as "Nirosta":

Preliminary Considerations

Allegheny is assignee of an application for United States Letters Patent relating to certain articles made of vanadium steel alloys, filed by Vere B. Browne on January 3, 1929, and serially number 417,927; and Nirosta is the assignee of an application for United States Letters Patent filed September 13, 1929, by Paul Schafmeister and Eduard Houdremont, and serially numbered 393,835, relating to certain articles made of vanadium steel alloys, and also to certain articles made of titanium steel alloys, and to such alloys; and

Said two applications have been, and are, involved in a Patent Office Interference bearing No. 69,738, which said interference relates to certain articles made of vanadium steel alloys (but not titanium steel alloys or articles made thereof), in which Interference priority of invention has been awarded, in part to said Browne, and in part to said Schafmeister & Houdremont, and in which an appeal has been taken by Browne on the one hand, and

Schafmeister & Houdremont on the other, to the Court of Customs and Patent Appeals, each of which appeals is now pending; and

Allegheny and Nirosta desire to settle the said interference in order to avoid further expense of litigation:

A G R E E M E N T

NOW, THEREFORE, in consideration of the rights hereinafter given by each of the parties to the other, the parties have agreed as follows:

1. Allegheny agrees to, and does hereby, grant to Nirosta a paid up, royalty-free, non-exclusive right and license to grant sub-licenses to any and all others, to make, use and sell articles of vanadium steel alloys, as described, and also as claimed, in said Browne application Serial No. 417,927, under any United States Letters Patent disclosing and claiming the same which may issue upon such Browne application, or upon any divisional, continuation, substitute, renewal or reissue application thereof, for the full term or terms thereof; it being understood, however, that Allegheny reserves the right to make, use, and sell, and to license others to make, use, and sell, such articles.

2. Nirosta agrees to, and does hereby, grant to Allegheny a paid up, non-exclusive, royalty-free license to make, use, and sell articles of vanadium steel alloys

as described, and also as claimed, in said Schafmeister & Houdremont application Serial No. 393,835, and under any and all United States Letters Patent resulting therefrom, or from any divisional, continuation, substitute, renewal or reissue application thereof, for the full term or terms thereof; however, no license, or other right, of any kind whatsoever, is hereby granted to Allegheny in connection with, or under, titanium steel alloys, or articles made thereof.

Allegheny is given the right and license to grant sub-licenses under the license hereby granted to it, to its present and future subsidiaries, as well as to its customers, and to the customers of its present and future subsidiaries, but, as to such customers, only to make, use, and sell articles of vanadium steel alloy, which alloy has been purchased by such customers from Allegheny, or its said subsidiaries. The licenses granted to subsidiaries to manufacture shall be effective only during such periods of time in which they are such subsidiaries.

3. Nothing herein contained is to be construed as preventing either party from substituting ^{so much of} "or/its appli-
 cation, hereinabove specifically identified, ^{as relates to the subject-matter of this agreement} /a divisional, continuation, or substitute application; it however being understood that such substitution shall in no way impair the scope or character of either license here granted.

4. Definitions: The word "subsidiary" as used hereinabove, shall be construed as meaning any corporation the majority of whose capital stock is owned by Allegheny, or which corporation is so controlled, and whose affairs are so conducted, as to make it merely an instrument, agency, conduit or adjunct of Allegheny. The words "make, use, and sell" as used hereinabove, shall be construed as meaning also to make, or to use, or to sell, or any two of these provisions.

5. While the licenses and rights hereinabove granted are otherwise non-transferable, they may be transferred by either party to the successors of substantially its entire business, including, but only by way of example, successors by reincorporation, merger, or consolidation.

6. Each party shall immediately withdraw its appeal hereinabove referred to.

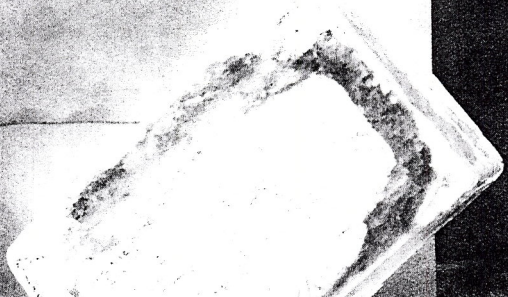
IN WITNESS WHEREOF, the parties have caused this instrument, in two duplicate originals, to be executed, and their corporate seals to be hereto affixed by their respective officers hereunto duly authorized, on the dates set opposite their respective signatures.

ALLEGHENY LUDLUM STEEL CORPORATION
By W. F. Dineen
Chairman.

KRUPP NIROSTA COMPANY, INC.
By Will R. Kelly
President



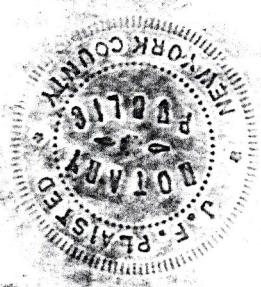
TEST:
Wm. H. Wynn
Secretary
SEAL
1928
APR 15 1939



STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On this 15th day of April, 1939, before me personally came and appeared EMIL SCHILL, to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn, did depose and say that he is the President of the above named corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that he is duly authorized to sign and seal the said instrument in behalf of the said corporation by the authority of its board of directors and said EMIL SCHILL acknowledged said instrument to be the free act and deed of said corporation.

J.F. Plaisted



APR 11 1939
NOTARY OFFICE