

THIS AGREEMENT made this 16<sup>th</sup> day of October, 1925, by and between LUDWIG KRUPP, a New Jersey corporation, having its office and principal place of business at Haverhill, New York, and hereinafter referred to as LUDWIG, and KRUPP WERKSEHAU CO., INC., a Delaware corporation, hereinafter referred to as KRUPP,

WITNESSETH,

LUDWIG, Ludlum is the sole owner by assignments of each of the following Letters Patent of the United States, to wit:

No. 1,512,735 granted to Percy A. E. Armstrong and Ralph P. DeVries on November 4, 1924, for Tough, Stable-Surface Alloy Steel;

1,518,337 granted to Leroy S. Kuhn on May 19, 1925, for Alloys; and

1,520,260 granted to William H. Smith on May 19, 1925, for Malleable Noncorrodible Alloys;

and

WHEREAS, Ludlum has heretofore made and entered into certain agreements with other parties respecting the manufacture, use, and sale of alloy steels coming within the scope of the aforesaid patents or either of them, for use in poppet valves of internal combustion engines, and which agreements are now in full force and effect and under which Ludlum is now obligated for the term for which each of said patents was granted; and

WHEREAS, Krupp is desirous of acquiring the ownership of each of said patents together with the inventions therein respectively set forth, and the right to improvement patents, should any be hereafter obtained by Ludlum, and is willing that Ludlum, its successors and assigns, should have the exclusive right to make, use, and sell, for use in poppet valves, alloy steels coming within the scope of the aforesaid patents, together with the exclusive right to license others to make, use, and sell said steels for poppet valve use alone, all in the same way as

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though this agreement had not been made and entered into;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) each to the other paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

FIRST: Ludlum hereby sells, assigns, and transfers unto Krupp, the whole right, title, and interest in and to the following Letters Patent of the United States, to wit:

No. 1,515,735 issued to Percy A. R. Armstrong and Ralph P. DeVries on November 4, 1924, for Tough, Stable-Surface Alloy Steel;

1,536,337 issued to Lerey S. Kuhn on May 19, 1925, for Alloys; and

1,536,360 issued to William H. Smith on May 19, 1925, for Malleable Noncorrodible Alloys;

excepting and reserving therefrom to itself, its successors, and assigns the exclusive right to make, use, and sell alloy steels, coming within the scope of either the aforesaid Letters Patent, for poppet valves of internal combustion engines; the same to be held and enjoyed by the said Krupp for its own use and behoof, and for its successors and assigns, to the full end of the term for which said Letters Patent are granted, as fully and entirely as the same would have been held by Ludlum had this assignment and sale not been made.

SECOND: Ludlum hereby agrees to sell, assign, and transfer unto Krupp the whole right, title, and interest in and to any Letters Patent which may be hereafter obtained or acquired by Ludlum and which will relate to or cover improvements, modifications, or developments of the subject matter covered by the patents transferred under paragraph numbered "FIRST" hereof, but the said assignment and transfer of any such future patents shall be subject in each case to the same exception and reservation in favor of Ludlum specified in Paragraph "FIRST" hereof.

THIRD: Krupp covenants and agrees that it will not either directly or indirectly enter into the manufacture or sale for poppet valves of

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internal combustion engines of alloy steels coming within the scope of any of the said Letters Patent hereinabove assigned or agreed to be assigned to Krupp, without the written consent of Ludlum; that it will not license or otherwise authorize anyone to manufacture, sell, or use, for poppet valves of internal combustion engines, any alloy steels coming within the scope of any of said Letters Patent without the written consent of Ludlum; that it will at all times protect Ludlum's interests in respect of the manufacture, use and sale, for poppet valves, of alloy steels coming within the scope of any of said Letters Patent, and will, at any time, for Ludlum's account and at Ludlum's request and expense, prosecute infringers of any of said Letters Patent, with respect to alloy steels for poppet valves for internal combustion engines.

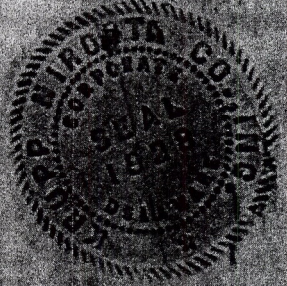
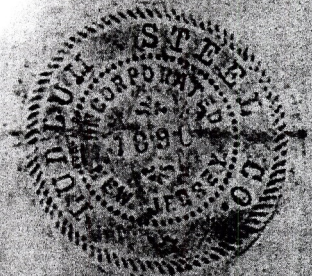
FOURTH: The foregoing assignment of the patents conveyed and agreed to be conveyed include all rights to damages or profits due or accrued arising out of past infringement of each of said Letters Patent and the right to sue for and recover the same, except with respect to alloy steels for poppet valves for internal combustion engines.

FIFTH: It is understood that the agreements on the part of Krupp set forth in paragraph THIRD of this agreement are an essential part of the consideration for the assignment by Ludlum of said Letters Patent.

IN WITNESS WHEREOF the parties have caused their respective corporate names to be affixed hereto by their respective officers, thereunto duly authorized, the day and year first above written.

LUDLUM STEEL COMPANY  
 BY *W. B. Buehler*  
*Vice President*

KRUPP NIROSTA CO., INC.  
 BY *Robert Proser*  
*Vice-President*

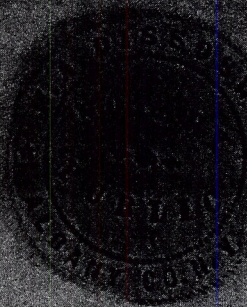


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STATE OF NEW YORK )  
COUNTY OF ALBANY

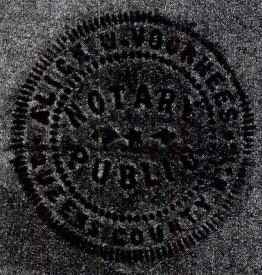
On this 22<sup>nd</sup> day of October, 1928, before me came  
WILSON S. MONTGOMERY, to me known, who being by me duly sworn,  
did depose and say that he resides in Roseton, Albany County,  
New York; that he is the Vice-President of the HUNTER STEEL COMPANY,  
one of the corporations described in and which executed the above  
instrument; that he knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it  
was so affixed by order of the Board of Directors of said corpora-  
tion, and that he signed his name thereto by like order.



*J. A. Discoveray*  
Notary Public

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

On this 29<sup>th</sup> day of October, 1928, before me came  
RICHARD PROCTOR, to me known, who being by me duly sworn, did  
depose and say that he resides in Englewood, New Jersey; that  
he is the Vice-President of the KIMPT HIRSHBA CO., INC., one of  
the corporations described in and which executed the above in-  
strument; that he knows the seal of said corporation; that the  
seal affixed to said instrument is such corporate seal; that it  
was so affixed by order of the Board of Directors of said cor-  
poration, and that he signed his name thereto by like order.



*Alice W. Vorker*

NOTARY PUBLIC, Albany County, N.Y.  
Certificate filed at N. Y., No. 109  
Expiration March 28, 1931

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Notary of Albany

U. S. Patent Office

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