

Original

26th April

THIS AGREEMENT made this *26th* day of *April*, 1929,

by and between CRUCIBLE STEEL COMPANY OF AMERICA, a New Jersey corporation, having its office and principal place of business at New York City, New York, and hereinafter referred to as CRUCIBLE, and KRUPP NIROSTA CO., INC., a Delaware corporation, hereinafter referred to as KRUPP,

W I T N E S S E T H:

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

- No. 1,420,707, granted to Charles Morris Johnson on June 27, 1922, for Alloy Steel;
- No. 1,420,708, granted to Charles Morris Johnson on June 27, 1922 for Alloy Steel;
- No. 1,617,334, granted to Crucible Steel Company of America on February 15, 1927 upon the application of Charles Morris Johnson for Alloy Steel;

and

WHEREAS, CRUCIBLE 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 for internal combustion engines, and which agreements are now in full force and effect and under which CRUCIBLE 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 CRUCIBLE, and is willing that CRUCIBLE, 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 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: CRUCIBLE 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. 1,420,707, granted to Charles Morris Johnson on June 27, 1922, for Alloy Steel;

No. 1,420,708, granted to Charles Morris Johnson on June 27, 1922 for Alloy Steel;

No. 1,617,334, granted to Crucible Steel Company of America on February 15, 1927 upon the application of Charles Morris Johnson for Alloy Steel;

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 for 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 CRUCIBLE had this assignment and sale not been made.

SECOND: CRUCIBLE 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 CRUCIBLE and which will relate to or cover improvements, *on the particular alloys* ~~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 CRUCIBLE 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 internal combustion engines of alloy steels coming within the scope of any of the said Letters Patent hereinabove assigned or agreed to

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be assigned to KRUPP, without the written consent of CRUCIBLE; 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 CRUCIBLE; that it will at all times protect CRUCIBLE'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 CRUCIBLE'S account and at CRUCIBLE'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 CRUCIBLE 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.



CRUCIBLE STEEL COMPANY OF AMERICA

By J. B. Stutzman
President



KRUPP NIROSTA CO., INC.

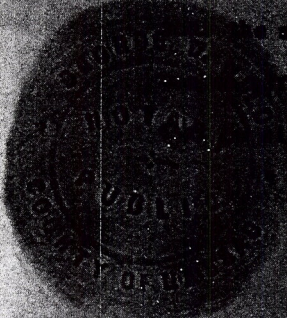
By H. J. Butcher
President

RECORDED
NOV 28 1928
NEW YORK

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

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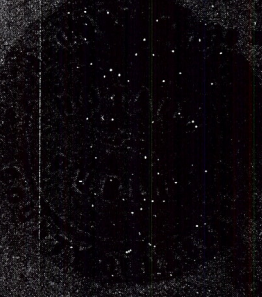
On this 26 day of April, 1929, before me came F. B. Kaufman, to me known, who being by me duly sworn, did depose and say that he resides in Scarsdale, Westchester County, State of N. Y.; that he is the President of the CRUCIBLE STEEL COMPANY OF AMERICA, one of the corporations described in and which 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 affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



[Signature]
NOTARY PUBLIC, NASSAU COUNTY
CERTIFICATE FILED N. Y. CO. No. 221
N. Y. REG. OFFICE No. 1-W-208
TERM EXPIRES 3-30-1931

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

On this 26 day of April, 1929, before me came W. A. Batchelder, to me known, who being by me duly sworn, did depose and say that he resides in Yonkers, Westchester County, State of N. Y.; that he is the President of KRUPP NIROSTA CO. INC., 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 corporation, and that he signed thereto by like order.



[Signature]
NOTARY PUBLIC, NASSAU COUNTY
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