

FILE NAME: Flintkote (FLK)

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DOCUMENT DESCRIPTION: John Mansville Letter to the Flintkote Co. RE
Asbestos-Cement Pipe Supplemental License Agreement

JOHNS-MANVILLE

PATENT DEPARTMENT

RESEARCH CENTER • MANVILLE, NEW JERSEY • TELEPHONE: RANDOLPH 2-9000

CABLE ADDRESS: PATENT JOHNMANVIL NEW YORK



November 20, 1963

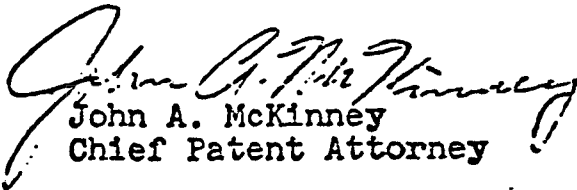
The Flintkote Company
30 Rockefeller Plaza
New York 20, N. Y.

Gentlemen:

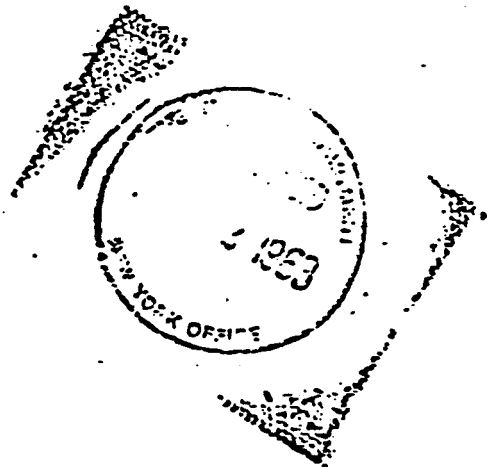
Re: Asbestos-Cement Pipe
Supplemental License Agreement

We are returning to you one fully executed copy of the Supplemental License Agreement between our companies which became effective as of November 7, 1963.

Yours very truly,


John A. McKinney
Chief Patent Attorney

JAMcK:pb
Enclosure (1)



SUPPLEMENTAL LICENSE AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, effective as of the 7th day of November, 1963 by and between JOHNS-MANVILLE CORPORATION, a New York corporation, having a place of business at 22 East 40th Street, New York 16, New York (hereinafter referred to as "Licensor"); and THE FLINTKOTE COMPANY, a Massachusetts corporation, having a place of business at 30 Rockefeller Plaza, New York 20, New York (hereinafter referred to as "Licensee");

W I T N E S S E T H :

WHEREAS by a License Agreement effective as of the 24th day of March, 1960, Licensor granted to Licensee, subject to specified terms, conditions and limitations, a non-exclusive, non-transferable, indivisible right and license to manufacture and to use and sell asbestos-cement tubular goods under certain of Licensor's United States Letters Patent and under United States Letters Patent which might issue from certain specified applications for United States Letters Patent owned by Licensor; and

WHEREAS Licensee now desires to enlarge the aforesaid right and license to include rights under United States Letters Patent which may issue from certain additional applications for United States Letters Patent owned by Licensor; and

WHEREAS Licensor is willing, subject to the terms, conditions and limitations hereinafter set forth so to enlarge the right and license heretofore granted;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions herein contained, Licensor and Licensee have agreed and do hereby agree as follows:

1. Paragraphs (a) and (b) of Article 1 of the aforesaid License Agreement of March 24, 1960 are hereby amended to read as follows:

(a) "Licensed Patents" shall mean the United States Letters Patent listed below, United States Letters Patent maturing from the applications listed below and any reissue, renewal or extension of any such Letters Patent.

Patents

<u>Inventor</u>	<u>No.</u>	<u>Date of Issue</u>
Rembert	2,430,411	Nov. 4, 1947
Rembert	2,451,046	Oct. 12, 1948
Colton	2,486,120	Oct. 25, 1949
Hesse	2,667,107	Jan. 26, 1954
Heisler	2,738,992	Mar. 20, 1956
Ramm	2,892,750	June 30, 1959
Fourmanoit	2,929,447	Mar. 22, 1960
Colliva	2,977,276	Mar. 28, 1961
Whelan	2,992,157	July 11, 1961
Swensen	3,000,776	Sept. 19, 1961
Colliva	3,003,553	Oct. 10, 1961

Applications

Kazienko	822,126 ✓	June 22, 1959
Kazienko	131,338 ✓	Aug. 14, 1961
Hucks	141,849 ✓	Sept. 29, 1961
Stelchek	156,697 ✓	Dec. 4, 1961
Herbert et al	185,402 ✓	Apr. 5, 1962

Patent # 3137569

A Licensed Patent shall be considered to have matured from an application if it issues from either the application or any continuation or division of the application. A patent

shall cease to be a Licensed Patent when its term expires. In the event any claim or claims of a Licensed Patent shall, in an infringement action, be held invalid or not infringed by a court of competent jurisdiction in a final decision from which no appeal is or can be taken or certiorari granted, then effective as of the date of such final decision, the claim or claims shall, for purposes of this Agreement, be considered cancelled from the Licensed Patent, if held invalid, or accordingly limited in scope, if held not infringed.

(b) "Licensed Products" shall mean asbestos-cement tubular goods falling within the scope of one or more claims of one or more of Licensed Patents, or produced through the use of a method or apparatus falling within the scope of one or more such claims.

"Type I Licensed Products" shall mean Licensed Products which are either:

- Products manufactured to withstand substantial
- 1) internal fluid pressure during use; or
 - 2) Products coated or lined on the interior surface with a resinous material; or
- Products falling within the scope of one or more
- 3) claims of Heisler II S. Patent No. 2,738,992 or of any Licensed Patent maturing from Kazienko application Serial No. 822,126, filed June 22, 1959, or manufactured for use in completion of any of the coupling combinations defined in

such claims, whether or not the products were manufactured to withstand substantial internal fluid pressure during use or are coated or lined on the interior surface with a resinous material; but it is understood that Turf Irrigation Pipe shall be considered to be a Type I Licensed Product only when manufactured for use in completion of any of the coupling combinations defined in one or more of the claims of the said Heisler patent, or of any Licensed Patent maturing from the said Kazienko application Serial No. 822,126, or when coated or lined on the interior surface with a resinous material.

"Type II Licensed Products" shall mean all Licensed Products other than Type I Licensed Products and shall include Turf Irrigation Pipe, except where this pipe constitutes a Type I Licensed Product.

"Turf Irrigation Pipe" shall mean Licensed Products used by Licensee in, or sold by Licensee for use in, piping systems which are located on or under turf (golf course fairways, for example) to be sprinkled with water transmitted through such piping systems during relatively warm weather and which piping systems are intended to be drained of water during relatively cold weather.

2. It is understood and agreed that paragraphs (a) and (b) of Article 1 of the aforesaid License Agreement of March 24, 1960 shall be considered to read as amended in Article 1, above, of this

Supplemental License Agreement, effective as of the effective date of this Supplemental License Agreement. It is further understood and agreed that all articles, sections, paragraphs, premises, terms, conditions and limitations of the aforesaid License Agreement of March 24, 1960, other than paragraphs (a) and (b) of Article 1 shall not be considered to have been amended by this Supplemental License Agreement.

IN WITNESS WHEREOF each of the parties has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its proper officers thereunto duly authorized and has made delivery to the other party as of the day and year first above written, each of the parties retaining a copy.

Attest:

Hubert Morton Bell
Secretary

JOHNS-MANVILLE CORPORATION

By

R. J. Oetzel
Vice-President

Attest:

Gene E. Perry
Secretary

THE FLINTKOTE COMPANY

By

George J. Pearce
President