

AGREEMENT

THIS AGREEMENT, made this 11th day of March, 1952, by and between CHICAGO BELTING COMPANY, a corporation of DELAWARE, located at Chicago, Illinois, hereinafter referred to as "Applicant", and GRIZZLY MANUFACTURING COMPANY, a corporation of California, located at Paulding, Ohio, hereinafter referred to as "Opposer",

WITNESSETH, THAT:

WHEREAS, Applicant has applied for registration of the trade mark "OLD GRIZZLY" for leather belting in Class 35, Belting, Hose, Machinery Packing, and Nonmetallic Tires, Serial No. 583,588 filed August 17, 1949, under the Act of 1946, which trade mark was published August 21, 1951, in the Official Gazette of the Patent Office, Volume 649, No. 3, Page 646; and

WHEREAS, Opposer filed a Notice of Opposition to said registration on September 18, 1951, as Opposition No. 30,852, which opposition is still pending; and

WHEREAS, Opposer is the owner and user of the trade marks "GRIZZLY", GRIZZLY SYNCRO-SET", GRIZZLY SAFTIBOND" and "GRIZZLY SILVERTIP" as its trade marks for brake lining and brake blocks, and has in the past used said trade mark "GRIZZLY" for rubber transmission and conveyor belting and may wish to resume such use thereon; and

WHEREAS, Opposer is the owner of the following Certificates of Registration issued by the United States Patent Office:

No. 312,067 dated April 17, 1934, republished under the Act of 1946, for the trade mark "GRIZZLY" for brake lining;

No. 382,014 dated October 15, 1940, republished under the Act of 1946, for the trade mark "GRIZZLY SYNCRO-SET" for brake lining;

No. 439,639 dated July 6, 1948, for the trade mark "GRIZZLY SAFTIBOND" for brake lining; and

WHEREAS, it is the desire of the parties to settle the opposition proceeding aforesaid, and

WHEREAS, Applicant is willing to limit his registration and use of said trade mark "OLD GRIZZLY" solely to leather belting in Class 35, reserving its right to use the trade mark "OLD GRIZZLY" under Registration No. 538,147 for Textile Machinery Parts, namely - lugs, check straps, buffer straps and harness straps in Class 23, and Opposer does not object to Applicant's use of said mark or to the issuance of said registration in view of such limitation;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and their faithful performance, the parties hereto agree as follows:

(1) Opposer agrees to withdraw and/or dismiss its Notice of Opposition aforesaid.

(2) Applicant agrees not to use the trade mark "OLD GRIZZLY" on or in connection with the sale of any goods or commodities other than leather belting and the textile machinery parts in Class 23 as listed above.

(3) The covenants and agreements herewith made shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the day and year first above written.

Attest:

James R. Ford

Attest:

W.D. Moore

CHICAGO BELTING COMPANY, Applicant

By [Signature]

SECRETARY

GRIZZLY MANUFACTURING COMPANY,
Opposer

By Walter T. Smith Pres.