

FILE NAME: National Safety Council (NSC)

DATE: 1933

DOC#: NSC374

DOCUMENT DESCRIPTION: License Agreement between Norristown Magnesia & Asbestos Company & The Philip Carey Manufacturing Comp.

111-33.

LICENSE AGREEMENT

This Agreement made by and between NORRISTOWN MAGNESIA & ASBESTOS COMPANY, a corporation of the State of Pennsylvania, having an administrative office at Norristown, in the County of Montgomery in that State, hereinafter termed the Licensor, and THE PHILIP CAREY MANUFACTURING COMPANY, a corporation of the State of Ohio, having an administrative office at Lockland, Cincinnati, in the County of Hamilton in that State, hereinafter termed the Licensee, witnesseth that:

WHEREAS, Letters Patent of the United States 1,902,794 was granted March 21, 1933, to Grant V. Wilson as assignor to said Licensor for Heat Insulating Coverings, and

WHEREAS, said Licensee has, since March 21, 1933, made, used, and vended heat insulating coverings advertised by it as "Asbestos Tank Jackets" within the description of claims 1, 2, 6, and 7 of said Letters Patent, and

WHEREAS, said Licensee desires to obtain a non-exclusive license to continue to make, use, and vend such heat insulating coverings within the description of said claims:

NOW THEREFORE, in consideration of One Dollar, paid by said Licensor and said Licensee, each to the other, receipt whereof is hereby acknowledged, they have agreed as follows:

1. Subject to all of the terms and conditions herein set forth, said Licensor hereby grants to said Licensee a non-exclusive license, limited to the United States and the territories thereof, to make, use, and vend heat insulating coverings within the description of said claims 1, 2, 6, and 7.

FEDERAL TRADE COMMISSION
Docket No. 4613 COMMISSION'S Exhibit No. 170-A
IN THE MATTER OF Acme Asbestos
DATE 5/10/42 WITNESS E. J. Fisher
REPORTER
ETHEL E. FISHER & ASSOCIATES, INC.
-1-

A. K. B. Exhibit C
Obtained 9-20-40 Letter
No. 1-1407 Atty. J. V. B.
Federal Trade Commission 9-20-40

111-33.

2. Said Licensee agrees to pay to said Licensor, as a royalty, Ten Cents for each covering manufactured, directly or indirectly, by or for said Licensee, after March 21, 1933, within the description of any of the claims of said Letters Patent.

3. Said Licensee shall keep a true book of account, accessible to said Licensor and its legal representatives, showing the number of all heat insulating coverings made, directly or indirectly, by or for said Licensee, after March 21, 1933, within the description of any of the claims of said Letters Patent, and shall, beginning with August 20, 1933, and at intervals not exceeding three months thereafter, render to said Licensor a statement of account, under oath, of a competent officer of said Licensee, setting forth the number of all such coverings for which royalty has not been paid, and shall therewith pay to the Licensor the full amount due in accordance herewith.

4. The license herein contemplated shall be contingent upon the due performance by said Licensee of each of the covenants herein set forth, and may be terminated for the breach of any such covenant on the part of said Licensee by the Licensor or its legal representative, giving to said Licensee or its legal representative sixty days notice in writing to that effect and specifying, in such notice, the nature of the breach claimed; but such termination shall not release the Licensee from liability for royalty in accordance herewith.

5. Upon notice and evidence, furnished by said Licensee to said Licensor, that any competitor of the Licensee is making, using, or vending any heat insulating covering in infringement of said Letters Patent, said Licensor shall within thirty days thereafter bring suit for infringement. ~~If the Licensor fails to bring~~

Docket No. 4613
FEDERAL TRADE COMMISSION
COMMISSIONER
IN THE MATTER OF

DATE..... W. H. S. S.

REPORTER.....
ETHEL E. FISHER & ASSOCIATES, INC.

111-33.

suit within such thirty days; the Licensee may suspend payments of the royalty herein specified until such time as suit is actually brought; but, said Licensor shall not be obligated to maintain more than one such suit at one time.

6. In the event that any of said claims 1, 2, 6, and 7 of said Letters Patent is held invalid, or so construed, by a Court of competent jurisdiction, as not to describe any heat insulating covering manufactured by the Licensee, the royalty, insofar as any such claims or claim is concerned, shall cease.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be signed and sealed by their officers thereunto duly authorized, as of the Twentieth day of August, 1933.

NORRISTOWN MAGNESIA & ASBESTOS CO.

By A. K. BURGSTRESSER (signed)
President

Attest: John M. High (signed)
Secretary.

THE PHILIP CAREY MANUFACTURING CO.,

By R B CRABBS (signed)
Vice President

Attest: W. G. Ignatus (signed)
Secretary

FEDERAL TRADE COMMISSION
Docket No. 4613 COMMISSION'S Exhibit No. 158
IN THE MATTER OF _____
DATE _____ WITNESS _____
REPORTER _____
ETHEL E. FISHER & ASSOCIATES, INC.