

AGREEMENT made this 28th day of *April* 1961, by and between NATIONAL LEAD COMPANY, a corporation organized and existing under the laws of the State of New Jersey, United States of America, having a place of business at 111 Broadway, New York 6, New York, U. S. A. (hereinafter sometimes called "NATIONAL"), and CANADIAN TITANIUM PIGMENTS LIMITED, a corporation organized and existing under the laws of Canada, having a place of business at 1401 McGill College Avenue, Montreal 2, Quebec, Canada (hereinafter sometimes called "CTP").

WITNESSETH:

WHEREAS, NATIONAL is possessed of valuable know-how, patent rights and trademarks in the field of stabilizers for resin compositions; and,

WHEREAS, CTP desires to produce and sell in Canada certain of such stabilizers which are sold under NATIONAL'S trademarks DUTCH BOY (word and figure), TRIBASE, TRIBASE-E, DYTHAL, DYPHOS, NORMASAL and DS-207, and to this end desires the right to practice NATIONAL'S know-how with respect to the manufacture, use and sale of said stabilizers together with a license under NATIONAL'S Canadian patent rights and title in Canada to the said trademarks; and,

WHEREAS, NATIONAL is willing to grant CTP the rights and licenses desired by CTP and to transfer title in Canada to the said trademarks upon the terms and conditions hereinafter set forth:

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N 26056

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set forth, the parties hereto are agreed as follows:

I PATENT LICENSE

NATIONAL grants to CTP an exclusive license to practice the processes described and claimed in Canadian Letters Patent No. 465,400, issued May 22, 1950, entitled "Lead Phthalates and Process for Preparing Same" and to use and sell the products resulting from such practice and to grant sub-licenses thereunder only to the extent required to enable CTP to have the said products made by a third party for the account of, and for sale by, CTP.

NATIONAL further grants to CTP an exclusive license under Canadian Letters Patent No. 518,296, issued November 8, 1955, entitled "Stabilized Vinyl Resin Compositions" with the right to grant sublicenses thereunder to customers of CTP to enable said customers to make, use and sell the compositions described and claimed in said patent.

II KNOW-HOW GRANT

NATIONAL agrees to make available to CTP all of the know-how in its possession relative to the manufacture, use and sale of the stabilizers presently sold in the trade under NATIONAL'S trademarks DUTCH BOY (words and figure), TRIBASE, TRIBASE-E, DYTHAL, DYPHOS, NORMASAL and DS-207. In the event that CTP should desire to arrange with a third party to have

one or more of such stabilizers made by said third party for the account of, and for sale by, CTP, NATIONAL agrees that CTP may make available to said third party NATIONAL'S know-how relative to the manufacture of such stabilizers. CTP agrees to take all reasonable precautions to keep confidential NATIONAL'S know-how imparted to it and, in the event it makes such know-how available to a third party, to require such third party also to take the same precautions.

III TRADEMARK CONVEYANCE

NATIONAL hereby agrees to assign and transfer to CTP the entire right, title and interest in and to the trademarks * 307 DUTCH (words and figure), TRIBASE, TRIBASE-E, DYTHAL, DYPHOS, NORMASAL and DS-207 in Canada for use only in association with stabilizers for resin compositions.

IV QUALITY MAINTENANCE

NATIONAL agrees to assist CTP, at CTP'S request, in maintaining the quality of the stabilizers herein licensed CTP, and to this end NATIONAL agrees to make available to CTP the standards established by NATIONAL for such stabilizers and, at NATIONAL'S convenience, to receive from CTP samples of the licensed stabilizers produced by or for CTP and to examine such samples for conformity to the said standards, and in the event any such sample does not conform to such standards, to assist CTP in raising the quality of such stabilizer to conform therewith.

See letter S.A.
Manson
Jan. 3, 1962
MST

V RECORDS AND REPORTS

CTP shall keep accurate records of the production and sale in Canada of the herein licensed stabilizers and within thirty (30) days after the first day of January, April, July and September, shall report to NATIONAL the amount of production and sale of each of such stabilizers.

VI CTP'S ENDEAVORS

Throughout the term of this agreement CTP shall use its best endeavors to maintain high quality of the herein licensed stabilizers and to promote the sale and use in Canada thereof.

VII ADDITIONAL STABILIZERS

Should CTP desire to manufacture and sell in Canada other stabilizers for resin compositions developed by NATIONAL, NATIONAL agrees, at the request of CTP, to license CTP to manufacture and sell in Canada such stabilizers the same as if such stabilizer was included in those herein licensed stabilizers, including the exclusive licensing of any patents relating thereto and the assignment to CTP of any trademark associated therewith.

VIII DEFENSE OF PATENTS AND TRADEMARKS

CTP agrees to undertake, at its expense, the enforcement of the patents under which CTP is, or may become licensed hereunder against infringement by third parties and to defend, at its expense, any actions against such patents, including

requests for compulsory licenses, and CTP further agrees to defray the cost of the filing, prosecution and maintenance of any patents under which it may hereafter become licensed.

IX TERMINATION

This agreement shall remain in force until terminated by mutual agreement between the parties hereto.

X ASSIGNABILITY

CTP may not assign this agreement without the consent of NATIONAL, but NATIONAL may assign this agreement to a subsidiary corporation, the voting shares of which are owned at least fifty per cent (50%) by NATIONAL, or in connection with the transfer of its entire business in the field of stabilizers for resin compositions.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names to be subscribed by their duly authorized officers and corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

NATIONAL LEAD COMPANY

ATTEST:

J. S. Lemish
SECRETARY

By

J. A. Ineson
VICE PRESIDENT

CANADIAN TITANIUM PIGMENTS LIMITED

ATTEST:

B. King

By

W. S. Fipton
Vice President