EXHIBIT
J

AGREEMENT made this 9th day of May, 1958, with an effective date as of the close of business on April 30, 1958, between OWENS-ILLINOIS GLASS COMPANY, an Ohio corporation, hereinafter called "O-I," and OWENS-CORNING FIBERGLAS CORPORATION, a Delaware corporation, hereinafter called "OCF."

In consideration of the mutual promises herein contained, the parties agree as follows:

1. O-I hereby sells to OCF certain of the properties, hereinafter more particularly described, of the Kaylo Division of O-I on the following terms and conditions.

2. The term "Products" wherever it appears in this Agreement means hydrous calcium silicate products of the type heretofore manufactured by O-I at Berlin, New Jersey, and commonly referred to as "Kaylo." OCF hereby purchases the inventories of raw materials for the production of Products, Products in process of manufacture, finished Products in warehouse, and the manufacturing supplies and repair parts at the Kaylo plant at Berlin, New Jersey, all as of the close of business on April 30, 1958, for an aggregate consideration of $633,661.41, which OCF agrees to pay in Toledo funds upon the execution of this Agreement.

3. OCF hereby purchases all trademarks relating exclusively to Kaylo owned by O-I, including trademarks set forth on the attached Schedule A, for an aggregate consideration of $17,500.00, which OCF agrees to pay in Toledo funds upon the execution hereof.

4. OCF hereby purchases as of the close of business on April 30, 1958, the land, buildings, machinery and equipment, including

PLAINTIFF'S EXHIBIT
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facilities under construction, office furniture, fixtures and equipment and automotive equipment, all located at Berlin, New Jersey; equipment at other locations used solely for testing Products or research in connection therewith, for an aggregate consideration of $3,600,000.00, which OCF agrees to pay in Toledo funds upon the execution hereof.

5. OCF hereby purchases all inventions, patents and patent applications, both domestic and foreign, owned by O-I at the close of business on April 30, 1958, defining Products, or processes or apparatus for the manufacture thereof, including but not limited to the patents and applications listed on the attached Schedule B, for an aggregate consideration of $2,650,000.00, which OCF agrees to pay in Toledo funds upon the execution hereof.

6. O-I hereby assigns to OCF all of the executory contracts as of May 1, 1958, of the Kaylo Division, including those for the purchase or sale of goods, materials, equipment, supplies and capital assets, agreements with labor unions, consultant agreements and all other contracts having to do with the conduct of its business (excepting, however, accounts receivable arising from goods supplied, services rendered or other transactions prior to May 1, 1958) and OCF agrees to perform and discharge all executory obligations under such contracts (excepting, however, any obligation for goods supplied or services rendered prior to that date, these obligations remaining the responsibility of O-I and excepting the obligation, if any, of O-I to pay compensation to any salaried employee of its Kaylo Division by reason of the termination of his employment by O-I), and will save O-I harmless from any and all claims of any third person or persons for any breach, after assignment

thereof, of any agreement so assigned. O-I will save OCF harmless from any and all claims for any breach, prior to assignment thereof, of any agreement so assigned, and for the breach of all warranties and agreements relating to goods delivered prior to May 1, 1958.

7. O-I will permit OCF to have such access as OCF may desire to the books, records, contracts, orders, files and properties of the Kaylo Division, and as promptly as practicable O-I will deliver to OCF all books, records, contracts, orders and files of the Kaylo Division, except such as O-I desires to retain, and as to these, O-I will make and deliver to OCF copies of any OCF desires.

8. O-I will turn over to OCF as promptly as practicable the files and records relating to all domestic and foreign patents, applications and inventions transferred to OCF. O-I will cooperate in making available other pertinent files and records, and O-I will cooperate in assisting OCF to prosecute pending applications and to file and prosecute additional applications on inventions transferred as OCF may elect.

9. O-I will deliver to OCF as promptly as practicable all deeds, bills of sale, assignments, and any other documents that are necessary or advisable to carry out the purposes of this Agreement. All titles to be conveyed by O-I hereunder shall be free, clear and unencumbered, except for the lien of taxes and assessments not due and payable on May 1, 1958, and except for defects in title to real estate which do not and will not substantially interfere with the use of real estate for the purpose for which it is presently used, and transfers thereof shall be made by deeds and bills of sale of general warranty, accompanied by appropriate abstract, report of title or title insurance policy showing

real estate titles to be good and merchantable in O-I, free, clear and unencumbered except as aforesaid. O-I makes no representation or warranty whatsoever, except as to title, as to personal property sold to OCF, nor as to the validity or scope of any patent or patent application, nor as to the rights OCF will acquire under any trademark or trade name. All documents contemplated hereby and all necessary corporate action shall be subject to the reasonable approval of respective counsel. O-I and OCF will each pay its own expenses in connection with the transaction herein contemplated.

10. The possession, use and disposition by O-I of the assets sold to OCF from the close of business on April 30, 1958, until the consummation of the sale herein contemplated shall be at the risk, and for the account, of OCF; O-I will account to OCF for any excess of its receipts therefrom over its disbursements in connection therewith or OCF will reimburse O-I for any excess of such disbursements over such receipts, as the case may be, as promptly as the balance can be determined.

11. Any controversy or dispute arising out of this Agreement shall be settled by arbitration conducted in accordance with the rules, in effect at the time the controversy or dispute arises, of the American Arbitration Association.

12. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be performed in the State of Ohio.

13. The several rights and obligations hereunder shall extend to and be binding on O-I, OCF and their respective successors and

assigns, but no third person, except for such successors and assigns, shall have or acquire any right hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement and affixed their corporate seals by their duly authorized officers on the day and year first above written.

OWENS-ILLINOIS GLASS COMPANY

By CRMegowen
President

ATTEST
Charles J. Gebhs
Secretary

OWENS-CORNING FIBERGLAS CORPORATION

By H Reinkle
Financial Vice President

ATTEST
Carl G. Staelin
Secretary

SCHEDULE A

LIST OF TRADE-MARKS

Trade-Mark	United States Registration No.	Date
Kaylo	421,785	6/18/46
Kaylo	563,443	8/26/52
Kaylo 20	639,200	1/ 1/57

Trade-Mark	Foreign Registration No.	Date
Kaylo	Great Britain 750,867	12/31/55
Kaylo	Great Britain 750,868	12/31/55

SCHEDULE B

KAYLO PATENTS AND PATENT APPLICATIONS

1. United States Patents

Patent No.	Inventor	Issue Date
2,425,610	Finley	8-12-47
2,439,724	Finley	4-13-48
RE.23,229	Fraser	5-9-50
2,534,303	Serinis	12-19-50
2,540,354	Selden	2-6-51
2,547,127	Kalousek	4-3-51
2,570,835	Mooney, et al	10-9-51
2,574,667	Shuman	11-13-51
2,665,536	Kalousek	1-12-54
2,748,008	Kalousek	5-29-56
2,787,345	Soubier, et al	4-2-57
2,788,304	Skowronek	4-9-57

2. Pending United States Applications

Serial No.	Inventor	Filing Date
679,092	Kalousek	6-19-57
691,543	Bishop	10-22-57
497,645	Soubier	3-29-55
501,705	Taylor	4-15-55
504,310	Kendall	4-27-55
515,447	Soubier	6-14-55
516,580	Shuman	6-28-55
522,014	Pie	7-14-55
523,727	Shuman	7-22-55
526,850	Kalousek	8-8-55
528,717	Powers	8-16-55
538,939	Kendall	10-6-55
553,764	Powers	12-19-55
560,403	Simpson	1-20-56
620,795	Taylor	11-7-56
624,053	Taylor	11-23-56
632,012	Kalousek	1-2-57
643,261	Soubier	3-1-57
705,772	Taylor	12-30-57
652,112	Denny	4-11-57
702,061	Hartwart	12-11-57
692,809	Shuman	10-28-57
723,784	Shuman	3-25-58
345,066	Zink, et al	3-27-53

3. Foreign Patents and Applications

	Serial No.	Filing Date	Patent No.	Issue Date
(a) Australia:			163,619	7-3-53
(b) Belgium:			485,599	11-13-48
			522,337	8-25-53
			531,912	9-17-54
			531,867	9-15-54
			531,591	9-2-54
			500,264	12-26-50
			479,612	1-14-48
(c) Canada:			502,677	5-18-54
			540,321	4-30-57
	669,588	7-12-54		
	[669,580	7-12-54]		
Patent	554,976	3-25-58	540,322	4-30-57
			499,208	1-12-54
			488,579	12-2-52
(d) France:			974,332	10-26-48
			1,081,310	7-15-53
			1,112,408	9-14-54
			1,112,398	11-16-55
			1,111,210	8-31-54
			1,026,967	2-4-53
			959,797	1-9-48
(e) Germany:			897,825	8-18-53
	3054 IVb/121	6-10-53		
			1,005,433	9-7-54
			1,012,857	11-12-57
	3760 IVb/121	8-24-54		
(f) Great Britain:			658,427	10-5-48
			742,145	6-29-55
			769,030	8-30-54
			775,532	3-15-57
			767,761	8-20-54
			702,057	10-18-50
			646,620	11-29-50
(g) Holland:			86,222	8-16-57
	190,556	9-4-54		
			82,230	6-16-56
	130,263	8-24-54		

	Serial No.	Filing Date	Patent No.	Issue Date
(h) Italy:			531,556	8-31-54
			543,519	8-30-54
			533,115	8-24-54
(i) Sweden:	6197/53	6-30-53		
	7821/54	8-28-54		
	7775/54	8-27-54		
			160,529	7-11-57

OWENS-ILLINOIS

GENERAL OFFICES (I) TOLEDO 1, OHIO

May 9, 1958

Owens-Corning Fiberglas Corporation
P. O. Box 901
Toledo 1, Ohio

Gentlemen:

We have this day sold to you certain of the properties of our Kaylo Division as of the close of business April 30, 1958. This letter summarizes the procedure that will be followed with regard to the employees of the Kaylo Division.

You agree to assume any obligations which we may have with regard to payment of vacation pay to any hourly employees of the Kaylo Division who become your employees, and we will reimburse you in an amount equal to the amount properly accrued, as of May 1, 1958, on our books in accordance with our regular accounting practice for vacation pay for such employees.

With reference to such of our personnel as become your employees, you and we will cooperate in an effort to secure the transfer to the trust under your retirement plan, for the benefit of such employees, in accordance with the provisions of our retirement plans and to the extent permissible thereunder, of the funds held for the benefit of such employees in the trusts under our plans, without affecting, however, the present qualification under the provisions of the Internal Revenue Code of 1954 of all such retirement plans and the tax exempt status of the trusts thereunder and without providing any benefits under your retirement plan other than such as are available to your present employees similarly situated, and provided, however, that there shall be no transfer of funds hereunder as to any of such personnel who shall not qualify under your retirement plan.

The agreements made above shall extend to and be binding upon each of us and our respective successors and assigns, but no third person, except for such successors and assigns, shall have or acquire any right to enforce these agreements against either of us.

If this proposal meets with your approval, please note your acceptance on the form provided at the end hereof and on the duplicate original enclosed herewith, and return the duplicate original to us.

Yours very truly,

OWENS-ILLINOIS GLASS COMPANY

By C R Megowen

Accepted: May 9, 1958

OWENS-CORNING FIBERGLAS CORPORATION

By H Ku Sinkle

H. R. WINKLE
Financial Vice-President

May 9, 1958

Owens-Illinois Glass Company
Toledo, Ohio

Gentlemen:

In connection with the sale by you to us today, as of the close of business on April 30, 1958, of certain of the assets and properties of your Kaylo Division and in consideration of your possession, use and disposition of such assets and your operation of such properties for our account for the period from the close of business on April 30, 1958, to the consummation of such sale, we hereby agree to indemnify you against, and save you harmless from, any and all federal, state or local taxes, including taxes on income, and including any and all penalties and interest on any such taxes, which may be levied or assessed against you by reason of your possession, use or disposition of such assets or your operation of such properties during such period.

Yours very truly,

OWENS-CORNING FIBERGLAS CORPORATION

By H R Winkle
H. R. Winkle
Financial Vice President

HRW/emf

(4)

May 7 , 1958

The Toledo Trust Company
245 Summit Street
Toledo, Ohio

Attention: Mr. Howard Aumend

Re: Owens-Illinois Service Retirement Trust
Owens-Illinois Contributory Retirement Trust

Gentlemen:

Owens-Illinois Glass Company has today sold to Owens-Corning Fiberglas Corporation certain of the properties of the Kaylo Division of Owens-Illinois; both parties contemplate that the employment of substantially all of the personnel of that Division, including those who are participants under the Owens-Illinois Service Retirement Plan and Owens-Illinois Contributory Retirement Plan, will be transferred from Owens-Illinois to Owens-Corning.

In connection with such transfer of employment, Owens-Illinois and Owens-Corning have agreed as follows:

> With reference to such of our personnel as become your employees, you and we will cooperate in an effort to secure the transfer to the trust under your retirement plan, for the benefit of such employees, in accordance with the provisions of our retirement plans and to the extent permissible thereunder, of the funds held for the benefit of such employees in the trusts under our plans, without affecting, however, the present qualification under the provisions of the Internal Revenue Code of 1954 of all such retirement plans and the tax exempt status of the trusts thereunder and without providing any benefits under your retirement plan other than such as are available to your present employees similarly situated, and provided, however, that there shall be no transfer of funds hereunder as to any of such personnel who shall not qualify under your retirement plan.

We now notify you that we intend to carry out such agreement in accordance with the provisions of Article III, Section 7, of the Owens-Illinois Service Retirement Trust Agreement and Article III, Section 8, of the Owens-Illinois Contributory Retirement Trust Agreement.

Yours very truly,

OWENS-ILLINOIS GLASS COMPANY

By C.R. Megowen

OWENS-CORNING FIBERGLAS CORPORATION

By H. Hinkle