

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

MICHIGAN TOOL COMPANY, THE
FELLOWS GEAR SHAPER COMPANY,
and NATIONAL BROACH AND
MACHINE COMPANY,

Defendants.

CIVIL NO. 12605

FILED: February 28, 1956

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on April 14, 1953, and each defendant herein having appeared and filed its answer to the complaint denying the substantive allegations thereof relating to it; and plaintiff and each defendant, by their respective attorneys, having severally consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law herein, and without admission by any party with respect to any such issue;

NOW, THEREFORE, before any testimony has been taken, and without trial or adjudication of any issue of fact or law or admission by any party signatory hereto in respect of any such issue, and upon consent as aforesaid of all the parties hereto:

IT IS HEREBY ORDERED, ADJUDGED and DECREED
as follows:

I

This Court has jurisdiction of the subject matter hereof and of each of the parties hereto. The complaint states a claim against the defendants under Sections 1 and 2 of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies", commonly known as the Sherman Act as amended.

II

As used in this Final Judgment:

(A) "Michigan" shall mean the defendant Michigan Tool Company, a Delaware corporation;

(B) "Fellows" shall mean the defendant The Fellows Gear Shaper Company, a Vermont corporation;

(C) "National" shall mean the defendant National Broach and Machine Company, a Michigan corporation;

(D) "Gear cutting machine" shall mean any power driven machine utilizing a cutting tool, or cutter, to produce gears from a blank, including but not limited to gear hobbing machines and gear shaping machines;

(E) "Gear finishing machine" shall mean any power driven machine designed to finish a roughed-out gear to desired dimensions and which is incapable itself of producing a gear from a blank, and shall include, but not be limited to gear shaving machines, gear lapping machines, gear burnishing machines, and those gear grinding machines primarily designed for finishing gears;

(F) "Tools for use therewith" shall mean any or all types of implements or devices used, or capable of being used, in or with (i) gear cutting machines or (ii) gear finishing machines, depending on the context in which the term is used;

(G) "Machines" shall mean (i) gear cutting machines, (ii) gear finishing machines, and (iii) tools for use therewith, and each of them;

(H) "Defined Patents" shall mean United States letters patent and patent applications, all letters patent which may issue on or result from said applications, and rights under United States letters patent, including reissues and extensions thereof: (1) owned or controlled by any of the defendants on the date of entry of this Final Judgment or under which any of the defendants then had power to grant licenses or sublicenses to other persons and (2) issued to, acquired, or filed by, any of the defendants during the five years following the date of entry of this Final Judgment or under which any of the defendants during such period acquires power to grant licenses or sublicenses to other persons;

(I) "Person" shall mean an individual, partnership, trust, corporation or any other form of legal or business entity.

III

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant, its officers, agents, servants, employees, subsidiaries, successors and assigns, and to those persons in active concert or participation with it who receive actual notice of this Final Judgment

by personal service or otherwise. For the purpose of this Final Judgment, a defendant and a wholly-owned subsidiary shall be deemed to be one person.

IV

(A) Defendants are ordered and directed to terminate and cancel, to the extent not heretofore cancelled and terminated, the following agreements:

- (1) Agreement dated June 7, 1937, by Michigan and National;
- (2) Four agreements dated November 30, 1937, by Michigan and National;
- (3) Three agreements dated December 6, 1937, by Michigan and National;
- (4) Agreement dated January 3, 1939, by Michigan and National;
- (5) General license and release agreement dated January 3, 1939, by Michigan and National;
- (6) Agreement dated January 3, 1939, by Michigan and Fellows;
- (7) Agreement dated January 3, 1939, by Michigan, National and Fellows;
- (8) Agreement dated January 3, 1939, by Robert S. Drummond, National and Fellows;
- (9) Agreement dated January 3, 1939, by Michigan and Fellows; entitled "General License and Release Agreement";

- (10) Memorandum re interpretation of agreements dated May 5, 1939, by Fellows, Michigan and National;
- (11) Agreement dated May 5, 1939, by Robert S. Drummond, Michigan and National;
- (12) Supplemental agreements respectively dated July 1, 1942 and June 28, 1944, by Robert S. Drummond, Michigan and National;
- (13) Agreement dated June 1, 1949, by National and Michigan;
- (14) Letter agreement dated June 12, 1950, by National and Michigan;
- (15) Letter agreement dated June 22, 1950, by National and Michigan; and
- (16) Agreement dated May 29, 1951, between National and Fellows, provided, however, that nothing in this provision shall affect the ownership by Fellows of patents or patent applications assigned to it pursuant to such agreement of May 29, 1951, between National and Fellows.

(B) National is enjoined and restrained from enforcing, attempting to enforce, or claiming any rights under any provision of the two agreements between it and Churchill-Redman, Limited (hereinafter called "Churchill"), dated

June 30, 1950, as amended, which (1) prohibits Churchill or its licensees from exporting machines or selling machines for export to the United States or (2) requires that any rights granted or to be granted thereunder to National by Churchill shall be exclusive; and National is ordered and directed to send to Churchill a written notice of waiver of such provisions.

(C) National is enjoined and restrained from enforcing, attempting to enforce or claiming any rights under any provision of the agreement between it and Karl Hurth, Maschinen & Zahnradfabrik (hereinafter called "Hurth") dated June 10, 1938, which (1) prohibits Hurth from exporting machines or selling machines for export to the United States or (2) requires Hurth to charge minimum prices with respect to machines exported to the United States; and National is ordered and directed to send to Hurth a written notice (a) of waiver of such provisions (b) of the cancellation of the agreement between Michigan and National, dated June 7, 1937, and the agreements between such parties relating to German patents, said agreements being dated November 30, 1937, and December 6, 1937, respectively;

(D) Each of the defendants is enjoined and restrained from adhering to, performing, reviving or renewing (1) any of the agreements or portions thereof cancelled by or pursuant to subsections (A), (B) or (C) of this Section IV or (2) the agreement between Michigan and W. E. Sykes, Ltd. (which has heretofore terminated), and from entering into or adhering to any agreement, contract, or understanding

relating to the subject matter of any such agreements which contain any provision which is contrary to any provision of this Final Judgment.

V

(A) Each of the defendants is ordered and directed:

- (1) Insofar as it has the power and authority to do so, to grant to any applicant making written request therefor a non-exclusive and unrestricted license to make, use and vend, for the life of the patent, under any some or all of the patents listed in Schedule (A) attached hereto and under any some or all of any other Defined Patents relating to gear finishing machines and tools for use therewith without any limitation or condition whatsoever except that:
 - (a) a reasonable non-discriminatory royalty may be charged and collected;
 - (b) reasonable provisions may be made for periodic inspection of the books and records of the licensee by an independent auditor or any other person acceptable to the licensee who may report to the defendant licensor only the amount of the royalty due and payable;

- (c) the license may be non-transferable;
 - (d) reasonable provision may be made for cancellation of the license upon failure of the licensee to pay the royalties or to permit the inspection of its books and records as provided in this Section V;
 - (e) the license must provide that the licensee may cancel the license at any time by giving thirty (30) days' notice in writing to the licensor;
 - (f) reasonable provision may be made for marking the machines defined in Section II hereof, manufactured, used or sold by the licensee under the license with the numbers of the licensed patents covering such machines.
- (2) Upon receipt of a written application for a license under the provisions of paragraph A(1) of this Section V to advise the applicant of the royalty it deems reasonable for the patent or patents to which the application

pertains. If the parties are unable to agree upon a reasonable royalty within ninety (90) days from the date of such request, the defendant may apply to this Court for a determination of a reasonable royalty giving notice thereof to the applicant and to the Attorney General, and shall make such application forthwith upon request of the applicant. In any such proceeding, the burden of proof shall be upon such defendant to establish the reasonableness of of the royalty requested by it. Pending the completion of any such court proceeding, the applicant shall have the right to make use and vend under the patent or patents to which its application pertains, without the payment of royalty or other compensation but subject to the following provisions:

Such defendant may, with notice to the Attorney General and to the applicant, apply to this Court to fix an interim royalty rate pending final determination of what constitutes

a reasonable royalty. If the Court fixes such interim royalty rate, a license shall then issue providing for periodic payment of royalties at such interim rate from the date of the making of such application by the applicant; and whether or not such interim rate is fixed, the reasonable royalty rate when finally determined by this Court with respect to any patent shall apply retroactively to the date of the application in connection with which the determination was made. If the applicant fails to accept such license or fails to pay the interim royalty in accordance therewith, such action shall be ground for dismissal of his application, and his rights under this Section V shall terminate as to the patents which were the subject of such application. If the applicant fails to accept a license, such applicant shall

pay the court costs in such proceedings and any royalties found by the Court to be due to the defendant to whom application was made. Any licensee who, at the date of such determination by the Court, holds a license under the same patents shall have the right at its option to have such royalty rates apply retroactively, with respect to its operations to the date of the application for a license which resulted in such determination.

- (3) To refrain from instituting or threatening to institute or maintaining any action or proceeding against any person for acts of infringement of any patent or patents owned or controlled by the defendant and required to be licensed under this Section V, unless such person has refused to enter into a license agreement as provided for in this Section V of the Final Judgment after being requested in writing so to do by the defendant.

(B) At the request of any applicant for a license under the provisions of this Section V, the licensor shall, to the extent it has the power to do so include, and without additional compensation, a nonexclusive grant of immunity from suit under every foreign patent corresponding to every United States patent included in the license for any product manufactured, used or sold pursuant to the license.

(C) Nothing herein shall prevent any applicant from attacking the validity or scope of any of the aforesaid patents nor shall this Final Judgment be construed as imputing any validity or value to any of said patents.

(D) Within thirty (30) days from the date of the entry of this Final Judgment, the defendants shall file as Schedule B to be attached hereto a complete list of their respective patents relating to gear finishing machines and tools for use therewith required to be licensed hereunder, to the extent such patents have not been included in Schedule (A) hereto.

(E) For the period of five years from the date of entry of this Final Judgment each defendant shall furnish to the Attorney General a copy of each patent license relating to machines issued or taken by it.

VI

Each of the defendants is enjoined and restrained from:

(A) Making any disposition of any of said patents which deprives it of the power or authority to grant licenses as hereinbefore provided in Section V, unless it requires,

as a condition of such disposition, that the purchaser, transferee, assignee or licensee as the case may be, shall observe the requirements of Section V hereof and such purchaser, transferee, assignee or licensee shall file with this Court, prior to the consummation of said disposition, an undertaking to be bound by said provisions of this Final Judgment;

(B) For a period of five years from the date of entry of this Final Judgment, granting to or accepting from any of the other defendants an exclusive license or assignment of any patent relating to machines.

(C) Instituting, threatening to institute, or maintaining any suit or counterclaim for infringement of or collection of damages or other compensation for infringement of or for the use of, any patent required to be licensed hereunder for acts alleged to have occurred prior to the date of entry of this Final Judgment;

(D) Accepting or granting or offering to accept or grant a license or grant of immunity under any patent relating to machines upon the condition or understanding that the licensor shall not give a license or grant of immunity to any other person under such patent without the consent of the licensee, provided however that this Section VI (D) shall not prohibit such defendant from accepting or granting or offering to accept or grant exclusive licenses if the right to sublicense is included in such exclusive licenses.

VII

For the period of five (5) years from the date of entry of this Final Judgment each of the defendants is ordered and directed, within a reasonable time after written request by a licensee under the provisions of Section V hereof, to furnish to such licensee, all current written technological information, including conventional material specifications, drawings and photographs, whether patented or unpatented, relating to the structure or structures disclosed and claimed in the licensed patent or patents then used by such defendant in its commercial manufacture of such structure or structures under such patents, the furnishing of such information being subject to payment to such defendant of its actual costs, not including overhead and administrative expenses, of preparing and furnishing material showing such specifications and drawings. Such defendant may require as a written condition for the furnishing of such information that the licensee (1) maintain such information in confidence and use it only in connection with its own manufacturing operations, and (2) agree, upon termination, or cancellation, of the license prior to expiration of the patent, to return such information and any reproductions thereof to such defendant and not to make any further use thereof, except in such structure or structures existing at the date of such termination.

VIII

The defendants are jointly and severally enjoined and restrained from entering into, adhering to, maintaining or furthering, directly or indirectly, any contract, agreement, plan or program with any manufacturer of machines to:

(A) Allocate or divide or refrain from competing in or for fields, markets, territories or customers for the manufacture, use, sale or servicing of machines;

(B) Exchange patents or technology relating to the manufacture or repair of machines on any basis which prevents, limits or restricts either party from making available such patents or technology to third persons;

(C) Refuse to sell machines except at published prices and discounts;

(D) Exchange with each other or any other manufacturer price, discount or trade-in allowance lists or information relating to machines.

IX

The defendants are jointly and severally enjoined and restrained from entering into, adhering to, maintaining or furthering, directly or indirectly, any contract, agreement, plan or program with any other person to:

(A) Fix, establish, determine, maintain or stabilize prices or other terms or conditions of sale or servicing to or for third persons with respect to machines;

(B) Refrain from accepting from any third person machines of other than their own respective manufacture or from others than their own respective customers;

(C) Fix, establish, determine or maintain values of used machines received from third persons or formulae for determining such values.

X

The defendants are ordered and directed to mail to the National Machine Tool Builders Association, and shall cause to be published in "Machinery" and "American Machinist", a notice stating that this Final Judgment has been entered and setting forth the substantive provisions of Sections V and VII of this Final Judgment.

XI

Nothing in this Final Judgment shall prevent any defendant from availing itself of its rights, if any, under the Act of Congress of April 10, 1918, commonly known as the Webb-Pomerene Act.

XII

For the purpose of securing compliance with this Final Judgment, and subject to any legally recognized privilege, duly authorized representatives of the Department of Justice shall, upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to any defendant, made to its principal office, be permitted:

(A) access during the office hours of said defendant to all books, ledgers, accounts, correspondence, memoranda or other records or documents in the possession or under the control of said defendant relating to any matters contained in this Final Judgment; and

(B) subject to the reasonable convenience of said defendant and without restraint or interference from it, to interview officers and employees of said defendant, who may have counsel present, regarding any such matters.

Upon request the defendant shall submit such reports in writing to the Department of Justice with respect to matters contained in this Final Judgment which may from time to time be necessary for the enforcement of said Judgment. No information obtained by the means provided in this Section XII shall be divulged by any representative of the Department of Justice to any person other than duly authorized representatives of such Department, except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

XIII

Jurisdiction is retained for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Final Judgment, for the

modification or termination of any of the provisions thereof,
for the enforcement of compliance therewith and for the
punishment of violations thereof.

/s/ Theodore Levin

United States District Judge

Dated: February 28, 1956

We consent to the making and entry of the foregoing
Final Judgment:

For the Plaintiff:

/s/ Stanley N. Barnes
Stanley N. Barnes
Assistant Attorney General

/s/ William D. Kilgore, Jr.
William D. Kilgore, Jr.

/s/ Baddia J. Rashid
Baddia J. Rashid

/s/ Edward M. Feeney
Edward M. Feeney
Attorneys

/s/ Harry N. Burgess
Harry N. Burgess

/s/ John W. Neville
John W. Neville

/s/ Charles F. B. McAleer
Charles F. B. McAleer
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For defendant Michigan Tool Company:

Harness, Dickey & Pierce

by /s/ John D. Scofield
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a member of the above firm
Attorneys

For defendant The Fellows Gear Shaper Company:

Covington & Burling

By /s/ Nestor S. Foley
Nestor S. Foley,
a member of the above firm
Attorneys

For defendant National Broach and Machine Company:

Crawford, Sweeny, Dodd and Kerr

by /s/ A. Stewart Kerr
A. Stewart Kerr
a member of the above firm
Attorneys

SCHEDULE A

<u>Patent No.</u>	<u>Inventor</u>	<u>Issue Date</u>	<u>Title</u>
2,164,642	Drader, J.C.	July 4, 1939	Method & Means for Constructing Gear Finishing Tools
2,167,146	Drader & Rovick	July 25, 1939	Means for Finishing Gears
2,209,562	Drader & Martin	July 30, 1940	Worm Element Lapping Machine
2,232,408	Shaw, S.M.	Feb. 18, 1941	Gear Finishing Machine
2,245,654	Drader & Rovick	June 17, 1941	Gear Lapping & Finishing Machine
2,254,240	Overstedt, E. A.	Sept. 2, 1941	Machine for Finishing Gears
2,257,195	Rovick, J. D.	Sept. 30, 1941	Internal Gear Finishing Machine
2,267,692	Dalzen, W. F.	Dec. 23, 1941	Method of Cutting & Finishing Gear Teeth
2,281,420	Drader, J. C.	Apr. 28, 1942	Built-Up Abrasive
2,305,144	Dalzen, W. F.	Dec. 15, 1942	Cutting Tool
2,305,145	Dalzen, W. F.	Dec. 15, 1942	Cutting Tool
2,321,102	Pelphrey, H.	June 8, 1943	Tooth Relieving Machine
2,337,776	Scott, G. R.	Dec. 28, 1943	Thread Polishing Apparatus
2,344,292	Drader, J. C.	March 14, 1944	Method of Finishing Gears
2,348,844	Pelphrey, H.	May 16, 1944	Gear Shaving Hob
2,348,845	Pelphrey, H.	May 16, 1944	Machine for Forming Gears
2,351,842	Seibold, P. F.	June 20, 1944	Gear Grinding Machine
2,375,079	Christensen, H. V.	May 1, 1945	Thread Grinding Machine
2,397,515	Staub, C. R.	Apr. 2, 1946	Gear Shaving Machine
2,462,522	Martin, J.	Feb. 22, 1949	Grinding Machine
2,469,807	Anderson, M. R.	May 10, 1949	Gear Grinding Machine
2,504,578	Pelphrey, H.	Apr. 18, 1950	Internal Gear Shaving Machine
2,682,100	Pelphrey, H.	June 29, 1954	Gear Shaving Cutter

SCHEDULE (A)

United States of America Letters Patent of

The Fellows Gear Shaper Company

<u>Patent No.</u>	<u>Date of Issue</u>	<u>Patent No.</u>	<u>Date of Issue</u>
2,207,438	July 9, 1940	2,368,559	January 30, 1945
2,228,965	January 14, 1941	2,371,770	March 20, 1945
2,228,966	January 14, 1941	2,387,166	October 16, 1945
2,228,967	January 14, 1941	2,387,167	October 16, 1945
2,228,968	January 14, 1941	2,388,173	October 30, 1945
2,257,850	October 7, 1941	2,392,002	January 1, 1946
2,280,045	April 14, 1942	2,405,159	August 6, 1946
2,332,603	October 26, 1943	2,491,637	December 20, 1949
2,338,528	January 4, 1944	2,499,167	February 28, 1950
2,343,567	March 7, 1944	2,523,913	September 26, 1950
2,352,557	June 27, 1944	2,549,324	April 17, 1951
2,354,144	July 18, 1944	2,561,706	July 24, 1951
2,356,868	August 29, 1944	2,604,016	July 22, 1952
2,356,869	August 29, 1944	2,644,223	July 7, 1953
2,362,762	November 14, 1944	2,644,367	July 7, 1953
2,362,763	November 14, 1944	2,662,449	December 15, 1953
2,362,764	November 14, 1944	2,669,905	February 23, 1954
2,362,785	November 14, 1944	2,669,906	February 23, 1954
2,362,787	November 14, 1944	2,678,587	May 18, 1954
2,364,542	December 5, 1944	2,696,762	December 14, 1954

S C H E D U L E "A"

United States Patents of
NATIONAL BROACH AND MACHINE COMPANY

<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>Date of Issue</u>
2,157,981	Drummond	Machine for Cutting Gears	May 9, 1939
2,168,932	Drummond	Gear Cutting Machine	August 8, 1939
2,169,632	Drummond	Method of Making Rotary Gear Cutters	August 15, 1939
2,172,545	Praeg	Method of Making Rotary Gear Cutters	Sept. 12, 1939
2,202,709	Mentley	Machine for Manufacturing Rotary Gear Cutters	May 28, 1940
2,214,225	Drummond	Apparatus for Finishing Gears	Sept. 10, 1940
2,226,018	Praeg	Machine for Shaving Gear Segments	December 24, 1940
2,227,491	Drummond	Machine for Cutting Gears	January 7, 1941
2,249,251	Mentley	Method of and Apparatus for Crowning Gears	July 15, 1941
2,249,252	Mentley	Gear Finishing	July 15, 1941
2,270,421	Drummond	Machine for Cutting Gears	January 20, 1942
2,270,422	Drummond	Method of Cutting Gears	January 20, 1942
2,270,831	Drummond	Gear Finishing Machine	January 20, 1942
2,274,491	Mentley	Gear Finishing Tool	February 24, 1942
2,277,041	Drummond	Apparatus for Crowning Internal Gears	March 24, 1942
2,278,737	Praeg	Rotary Finishing Cutters	April 7, 1942
2,278,792	Mentley	Gear Finishing Machine	April 7, 1942
2,291,537	Drummond	Method of Cutting Gears	July 28, 1942
2,292,647	Mentley	Cutter Holder	August 11, 1942
2,298,471	Drummond	Gear Finishing	October 13, 1942

SCHEDULE "A"

United States Patents of NATIONAL BROACH AND MACHINE COMPANY

<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>Date of Issue</u>
2,307,637	Praeg	Lapping Machine	January 5, 1943
2,311,037	Drummond	Gear Finishing	February 16, 1943
2,316,676	Mentley	Burring Machine	April 13, 1943
2,318,179	Mentley	Gear Finishing	May 4, 1943
2,319,117	Drummond	Gear Crowning	May 11, 1943
2,322,793	Drummond	Gear Finishing Tool	June 29, 1943
2,325,836	Praeg	Gear Crowning	August 3, 1943
2,329,284	Mentley	Gear Finishing Tool	September 14, 1943
2,346,266	Mentley	Gear Crowning	April 11, 1944
2,347,997	Drummond	Method of Gear Finishing	May 2, 1944
2,347,998	Drummond	Gear Crowning	May 2, 1944
2,350,882	Drummond	Gear Crowning Machine	June 2, 1944
2,354,670	Drummond	Gear Finishing	August 1, 1944
2,372,444	Mentley	Gear Finishing	March 27, 1945
2,380,208	Ashton	Method of Finishing Gears	July 10, 1945
2,380,224	Drummond	Herringbone Gear Finishing	July 10, 1945
2,380,261	Praeg	Method of Shaving Gears	July 10, 1945
2,387,679	Praeg	Gear Finishing Machine	October 23, 1945
2,392,803	Austin	Gear Finishing	January 15, 1946
2,394,757	Drummond	Gear Finishing Machine	February 12, 1946
2,435,405	Praeg	Method of Shaving Gears	February 3, 1948
RE.23,053	Mentley	Gear Finishing	November 30, 1948
2,484,482	Austin	Method of Shaving Shoulders Gears	October 11, 1949
2,511,418	Schulte	Gear Finishing Machine	June 13, 1950
2,524,541	Praeg	Grinder	October 2, 1950
2,536,343	Austin	Method for Shaving Crown Gears by Rocking and Traverse	January 2, 1951

SCHEDULE "A"

United States Patents of
NATIONAL BROACH AND MACHINE COMPANY

<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>Date of Issue</u>
2,541,283	Praeg	Gear Lapping	February 13, 1951
2,542,569	Praeg	Method and Apparatus for Crown Shaving Gears	February 20, 1951
2,543,985	Praeg	Method and Apparatus for Finishing Rack Sections	March 6, 1951
2,547,517	Austin	Method for Shaving Crown Gears by Rocking	April 3, 1951
2,554,752	Praeg	Method of Shaving Gears	May 29, 1951
2,557,462	Praeg	Gear Finishing	June 19, 1951
2,565,883	Praeg et al	Gear Finishing Machine	August 28, 1951
2,581,700	Praeg	Apparatus for Finishing Gears	January 8, 1952
2,581,701	Praeg	Method of Finishing Gears	January 8, 1952
2,585,261	Mentley	Gear Finishing Method	February 12, 1952
2,585,271	Praeg	Gear Finishing	February 12, 1952
2,585,272	Praeg	Automatic Gear Finishing Machine	February 12, 1952
2,598,431	Praeg	Machine for Finishing Gear with Diagonal Traverse	May 27, 1952
2,612,080	Davis	Gear Finishing Machine	September 30, 1952
2,613,486	Praeg	Method of Finishing Gears	October 14, 1952
2,617,331	Austin	Gear Finishing	November 11, 1952
2,627,141	Praeg	Gear Finishing Machine	February 3, 1953
2,635,507	Praeg	Method and Machine for Crown Finishing Gears	April 21, 1953
2,644,564	Bassoff	Feed Shute	July 7, 1953
2,660,929	Praeg	Method of Shaving Gears	December 1, 1953
2,686,956	Praeg	Built-up Gear Shaving Cutters	August 24, 1954

SCHEDULE "A"

United States Patents of
NATIONAL BROACH AND MACHINE COMPANY

<u>Patent No.</u>	<u>Inventor</u>	<u>Title</u>	<u>Date of Issue</u>
2,686,993	Mentley	Generating Apparatus	August 24, 1954
2,692,535	Praeg	Automatic Loading Fixture	October 26, 1954
2,692,536	Gates	Automatic Loading Equip- ment for Machine Tools	October 26, 1954
2,725,871	Bassoff	Trimmer	December 6, 1955
2,733,641	Praeg	Gear Finishing	February 7, 1956