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

UNITED STATES OF AMERICA, Plaintiff,	)	
v.	)	CIVIL NO. 13401
THE CINCINNATI MILLING MACHINE COMPANY; KEARNEY & TRECKER CORPORATION; and CINCINNATI GRINDERS, INCORPORATED, Defendants.	)	11/19/54

FINAL JUDGMENT

Plaintiff, United States of America, having filed its Complaint herein on April 19, 1954, 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 in respect of any such issue;

NOW, THEREFORE, before any testimony has been taken, and without trial or adjudication of any issue of fact or law, 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 cause of action 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) "Cincinnati" shall mean the defendant, the Cincinnati Milling Machine Company, an Ohio corporation;

(B) "Kearney" shall mean the defendant, Kearney & Trecker Corporation, a Wisconsin corporation;

(C) "Cincinnati Grinders" shall mean the defendant, the Cincinnati Grinders, Incorporated, an Ohio corporation;

(D) "Milling machine" shall mean (a) a power operated metal cutting machine tool which uses a rotating multitoothed, hard metal edged cutter to shape surfaces by removing metal in the form of chips, such as, for example but not by way of limitation, machine tools of the types listed in Standard Commodity Classification Code No. 3417, published by the Munitions Board Cataloging Agency, in the 1951 revision of Directory of Metal Working Machinery (a copy of which code is attached hereto as Exhibit A) and (b) devices and parts used or suitable for use therewith and attached or intended to be attached thereto, including pattern contacting mechanisms which follow and thereby automatically reproduce the shape and form of a pattern or model on a workpiece;

(E) " Patents" shall mean United States Letters Patent, including re-issues and extensions thereof, relating, but only insofar as they relate, to milling machines;

(F) "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 a defendant shall apply to such defendant, its directors, officers, agents, employees, representatives, successors, assigns and controlled

and wholly owned subsidiaries, and to all other persons acting under, through or for such defendant. For the purpose of this Final Judgment, a defendant and a controlled or wholly owned sibsidiary shall be deemed to be one person. The provisions of this Final Judgment shall apply only to operations, activities or agreements which affect the domestic commerce of the United States.

IV

Each of the defendants is ordered and directed to terminate and cancel, to the extent not heretofore terminated, the following agreements and any provision of any other license agreement, contract or understanding which is contrary to any of the terms of this Final Judgment, and each of the defendants is enjoined and restrained from entering into, renewing, maintaining or adhering to any future license agreement, contract or understanding, any provision of which is contrary to the terms of this Final Judgment:

(A) Agreement dated July 23, 1931, between the Ingersoll Milling Machine Company, an Illinois corporation (hereinafter called "Ingersoll"), and Cincinnati, as modified November 23, 1931;

(B) Agreement dated October 14, 1933, between Cincinnati, Ingersoll and Kearney;

(C) Agreement dated October 15, 1933, between Cincinnati and Kearney;

(D) Agreement dated October 15, 1933, between Cincinnati Grinders and Kearney;

(E) Agreement dated October 23, 1933, between Kearney and Ingersoll;

(F) Agreement dated June 1, 1938, between Kearney and Vickers, Incorporated;

(G) Agreement dated October 15, 1940 (signed December 7, 1939), between Cincinnati, Cincinnati Grinders and Kearney;

(H) Agreement dated May 22, 1940, between Cincinnati, Kearney, Ingersoll and Kent-Owens Machine Company;

(I) Agreement dated July 1, 1940, between Cincinnati, Kearney, Ingersoll and Vickers, Incorporated;

(J) Agreement dated July 31, 1940, between Cincinnati, Kearney and Ingersoll;

(K) Agreement dated August 1, 1944, between Cincinnati, Kearney, Ingersoll and Vickers, Incorporated;

(L) Agreement dated December 18, 1951, between Cincinnati and Kearney;

(M) Agreement dated December 19, 1951, between Cincinnati and Kearney; and

(N) Agreement dated December 19, 1951, between Kearney and Cincinnati.

V

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

(1) Insofar as it has the power or authority to do so, to grant to any applicant making written request therefor a non-exclusive and unrestricted license to make, use and vend milling machines, for the life of the patent, under any, some or all of the issued patents owned or controlled by it at the date of entry of this Final Judgment, including but not limited to those listed in Exhibit B attached hereto, without any limitation or condition whatsoever except that:

(a) a reasonable and non-discriminatory royalty may be charged and collected;

(b) reasonable provision may be made for periodic inspection of the books and records of the licensee by an independent auditor who may report to the defendant licensor only the amount of the royalty due

and payable and no other information;

(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.

(2) Upon any application for a license in accordance with the provisions of subsection (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 defendant and the applicant are unable to agree upon what constitutes a reasonable royalty, the defendant may apply to this Court for a determination of a reasonable royalty, giving notice thereof to the applicant and 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 the defendant to whom application is made to establish a reasonable royalty. 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, apply to the 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 the

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, any final order may provide for such readjustments including retroactive royalties as the Court may order after final determination of a reasonable and non-discriminatory royalty.

(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 such 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) Nothin 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 importing any validity or value to any of the said patents.

VI

Each of the defendants is enjoined and restrained from:

(A) Making any disposition of any patents, or rights with respect thereto, 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 transaction, an undertaking to be bound by said provisions of this judgment;

(B) Instituting, threatening to institute or maintaining any suit or counterclaim for infringement of, or for collection of damages

or other compensation for infringement under or for the use of, any patent for acts alleged to have occurred prior to the date of entry of this Final Judgment.

VII

Each of the defendants is ordered and directed, upon written request made within five years after the date hereof by a licensee under a patent owned or controlled by such defendant at the date of entry of this Final Judgment, to furnish to such licensee conventional material specifications and drawings showing dimensions relating to the structure or structures disclosed and claimed in the licensed patent or patents then used by such defendant in its manufacture of milling machines under such patents, the furnishing of such information to be subject to payment to such defendant of its actual costs in preparing and furnishing material showing such specifications and drawings. Such defendant may require as a condition of the furnishing of such information that the licensee (a) maintain such information in confidence and use it only in connection with its own manufacturing operations, and (b) agree, upon termination or cancellation of the license prior to the 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 machines existing at the date of such termination.

VIII

Each of the defendants is enjoined and restrained from entering into, adhering to, maintaining or furthering, directly or indirectly, any contract, agreement, understanding, plan or program with any other manufacturer of milling machines to:

(A) Fix, establish, determine, maintain or adhere to advertising policies or practices with respect to milling machines;

(B) Refrain from the manufacture, use or sale of any type, model or size of milling machine, patented or unpatented;

(C) Allocate customers or divide territories, markets or fields for the manufacture, distribution, sale or use of milling machines.

IX

Each of the defendants is enjoined and restrained from:

(A) Instituting or threatening to institute suit for infringement of a patent or patents against a purchaser or user of a milling machine manufactured in the United States unless infringement of such patent or patents has been established previously by the adjudication of a court of competent jurisdiction against the manufacturer or seller of such machine.

(B) Granting or offering to grant a license or grant of immunity under any patent upon the condition, expressed or implied, that the licensee or sublicensee grant back to such defendant or any other person a similar license or grant of immunity under a patent or patents owned or controlled by such licensee or sublicensee, provided, however, that the provisions of this Article IX (B) shall not prohibit the settlement of bona fide patent interferences by the grant of a non-exclusive license or immunity under an application in interference or a patent to be issued upon such an application upon condition that the other party to such interference grant back a similar license or grant of immunity;

(C) Granting or offering to grant a license under any patent on the condition or understanding that the licensee must use parts or materials obtained from any source;

(D) Selling or offering to sell milling machines upon the condition or understanding that the purchaser must use parts or materials obtained from any source;

(E) Furnishing to any manufacturer or seller of milling machines, or requiring any such manufacturer or seller to furnish to it,

the names of purchasers of milling machines except that such defendant may require its dealers or distributors to furnish the names of persons to whom the have sold or propose to sell milling machines manufactured by such defendant;

(F) Accepting or granting, or offering to accept or grant, a license or grant of immunity under any patent 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 subsection (F) 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.

X

Each defendant ios enjoined and restrained from entering into, adhering to, maintaining or furthering, directly or indirectly, any contract, agreement, understanding, plan or program with any other person to fix, establish, maintain or adhere to prices, terms or conditions for the sale of milling machines to any third person.

XI

The defendants are ordered and directed to mail to each manufacturer of milling machines listed in Exhibit C hereto, and shall cause to be published in Machinery, a magazine published by The Industrial Press, a notice stating that this Final Judgment has been entered and setting forth the substantive provisions of Section V of this Final Judgment.

XII

Nothing contained 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-Promerene Act, the Act of Congress of August 17, 1937, commonly known as the Miller-Tydings

Act, or the Act of Congress of July 14, 1952, commonly known as the McGuire Act, or any future Act of Congress.

XIII

For the purpose of securing compliance with this Final Judgment and for no other purpose, 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 and other records and 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 or 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 as may from time to time be necessary to the enforcement of said judgment.

No information obtained by the means provided in this Section XIII shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative 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.

XIV

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

Dated: April 19, 1954.

/s/ Arthur A. Koscinski
United States District Judge

We hereby consent to the entry of the foregoing Final Judgment:

For the Plaintiff:

/s/ Stanley N. Barnes
Assistant Attorney General

/s/ William D. Kilgore, Jr.

/s/ Baddia J. Rashid

/s/ Charles F. B. McAleer

/s/ John W. Neville

/s/ John H. Earle

/s/ Samuel B. Prezis

For the Defendants The Cincinnati Milling Machine Company and Cincinnati Grinders, Incorporated:

/s/Cravath, Swaine & Moore

by /s/George B. Turner
a member of the above firm

For the Defendant Kearney & Trecker Corporation:

/s/Lines, Spooner & Quarles

by /s/ Lester S. Clemons
a member of the above firm

EXHIBIT B

1. Patents owned or controlled by the Cincinnati Milling Machine Co. and/or Cincinnati Grinders, Incorporated.

Date Issued	Patent No.	Name of Device	Patentee
4/13/37	2,076,859	Trans. & Cont. Mech.	Nenninger
4/13/37	2,076,865	Manually Cont. Copying Machine	Romaine
4/13/37	2,076,944	Gaging Mechanism	Howe
5/11/37	2,079,717	Machine for Milling Turbine Blades	Roehm et al.
6/15/37	2,083,774	Sensitive Valve Mech.	Campbell
6/29/37	2.085,303	Hy. Circuit Control Mech.	Ernst
8/ 3/37	2,089,099	Bottle Mold Machine	Roehm et al.
8/24/37	2,090,992	Thread Milling Machine	Archea
8/24/37	2,091,000	Internal Milling Machine	Hoier
12/ 7/37	2,101,544	Mill. Mche. Trans. & Cont. Mech.	Isler
12/ 7/37	2,101,712	Tracer Mech. for Dupli. Mches.	Johansen
2/ 1/38	2,107,063	Pattern Cont. Milling Machine	Roehm
2/22/38	2,109,356	Slotting Machine	Larsen
3/15/38	2,111,332	Auto. Pat. Cont. Milling Machine	Roehm
3/15/38	2,111,288	Milling Machine	Horlacher
3/15/38	2,111,271	Tracer Cont. Lapping Mche.	Nenninger
5/24/38	2,118,515	Slotting Machine	Larsen
6/ 7/38	2,120,196	Hyd. Contour Att. for Mche. Tools	Wright
6/ 7/38	2,119,902	Mche. Tool Trans. & Cont. Mech.	Blood
11/22/38	2,137,462	Servo-operated Index Head	Romaine
12/27/38	2,142,061	Auto. Univ. Profile & Die Sink. Mche.	Sassen
12/27/38	2,142,034	Work Holder Mech. for Mche. Tools	Patrick
12/27/38	2,142,029	Comb. Delayed Trip & Spindle Stop Mech. for Machine Tools	Horlacher
4/18/39	2,154,718	Duplicating Machine	Bannon
7/ 4/39	2,164,876	Hydr. Vane Motor	Horlacher
7/ 4/39	2,164,884	Power Shift Mech. for Milling Mche.	Nenninger & Roehm

Date Issued	Patent No.	Name of Device	Patentee
8/22/39	2,170,503	Servo-Cont. for Hyd. Table	Martellotti et al.
8/22/39	2,170,502	Machine Tool Trans.	Martellotti
8/22/39	2,170,291	Trans. & Cont. Mech. for Milling Machines	Martellotti
2/20/40	2,191,131	Backlash Eliminator	Martellotti
2/20/40	2,190,988	Duplicating Machine.	Johansen
3/ 5/40	2,192,856	Spindle Construction	Nenninger
5/ 7/40	2,199,465	Pattern Cont. Milling Machine	Martellotti
7/30/40	2,209,469	Operating Cont. Mech. for Milling Machines	Nenninger and Roehm
10/ 1/40	2,216,550	Machine Tool Cont. Mech.	Ernst
10/15/40	2,218,469	Overarm Actuating Mechanism	Hassman
11/12/40	2,221,459	Manually Cont. Contour. Mche.	Sassen
12/24/40	2,226,431	Lubricating Mech. for Mche. Tools	Hassman and Vancil
1/14/41	2,228,902	Auto. Cont. Machine Tool and Follow-up Mechanism	Allen
3/18/41	2,235,085	Machine Trans. & Control Mechanism	Roehm et al.
3/18/41	2,235,092	Duplicating Machine	Wall
3/22/41	2,239,567	Milling Machine Spindle Constr.	Nenninger
3/22/41	2,239,625	Profile Milling Machine	Roehm et al.
10/ 7/41	2,257,849	Machine Tool Temperature Control	Martellotti
10/21/41	2,260,098	Arbor Support and Harness Struc.	Blood
11/25/41	2,263,635	Slotting Machine	Larsen
3/10/42	2,275,783	Overarm Structure	Martellotti
4/21/42	2,280,760	Backlash Eliminator for Mche. Tools	Martellotti
5/ 5/42	2,281,774	Slotting Machine	Larsen
7/ 7/42	2,289,110	Speed Selecting Mechanism	Ernst et al.
7/21/42	2,290,590	Indexing Mechanism	Hawley et al.
11/17/42	2,302,575	Backlash Eliminator for Spindle Drive	Romaine et al.

Date Issued	Patent No.	Name of Device	Patentee
1/19/43	2,308,688	Milling Mche. Cont. Mech. Feed	Hassman
1/19/43	2,308,708	Milling Machine Trans. & Cont. Mech.	Henninger & Hassman
1/19/43	2,308,728	Safety Cont. for Machine Tools	Vancil and Trible
6/ 1/43	2,320,353	Power Transmission Mechanism	Ernst & Martellotti
8/17/43	2,327,107	Milling Machine	Hassman
10/ 5/43	2,330,890	Profile Milling Machine	Horlacher
10/12/43	2,331,442	Plugging Switch	Trible
10/19/43	2,331,967	Calculating Device	Ernst & Wortendyke
10/26/43	2,332,532	Dual Pattern Cont. Mche. Tool	Roehm
10/26/43	2,332,533	Tracer Mechanism	Roehm
5/23/44	2,349,595	Mche. Tool Control Mechanism	Martellotti
5/23/44	2,349,597	Lubrication System for Mche. Tools	Nenninger et al.
12/12/44	2,365,043	Milling Machine	Blood and Ernst
12/12/44	2,365,075	Milling Machine	Hassman
12/12/44	2,365,078	Rotary Table Att. for Mill.Mches.	Hoier
1/23/45	2,368,061	Milling Machine	Wortendyke
1/29/46	2,393,928	Cont. Mech. for Milling Machines	Nenninger et al.
1/29/46	2,393,907	Milling Mche. Vibration Dampener	Herfurth
6/18/46	2,402,290	Knee Actuating Mech. for Milling Machines	Nenninger et al.
12/10/46	2,412,549	Auto. Pattern Cont. Milling Mche.	Yates & Armandroff
12/10/46	2,412,499	Mche Tool Vibration Dampener	Ernst,Grieb,Field
2/25/47	2,416,539	Milling Machine Indicating Dial	Nenninger et al.
6/17/47	2,422,448	Remote Cont. Means for Speed Chge. Mechanisms	Trible
6/17/47	2,422,414	Index Milling Machine	Hoier
8/19/47	2,425,903	Lubricating System for Milling Mches.	Vancil et al.
11/ 4/47	2,430,127	Thermally Controlled Machine Tool	Kronenberg et al.

Date Issued	Patent No.	Name of Device	Patentee
6/22/48	2,443,793	Pattern Cont. Machine Tool	Lensky et al.
8/17/48	2,447,446	Pattern Cont. Machine Tool	Wilder & Horlacher
11/ 2/48	2,452,674	Knee Act. Mech. for Milling Machines	Nenninger & Hassman
11/ 9/48	2,453,600	Indexing Mechanism	Soden
1/11/49	2,458,597	Milling Machine	Hoier and Clifton
1/25/49	2,459,976	Milling Mche. Trans. & Control	Vancil et al.
1/25/49	2,459,937	Hydraulic Control System	Hassman et al.
1/25/49	2,459,825	Bearings	Martellotti
1/25/49	2,459,826	Fluid Pressure Bearing	Martellotti
5/24/49	2,471,097	Pattern Controlled Machine Tool	Dall et al.
6/21/49	2,473,741	Pattern Controlled Milling Machine	Wilder et al.
10/18/49	2,484,910	Variable Speed Mechanism	Romaine et al.
10/18/49	2,484,885	Verticle Spindle Milling Mche.	Hassman et al.
11/22/49	2,489,227	Milling Machine	Roehm et al.
12/27/49	2,492,687	Hydraulic Power Unit	Dall
12/27/49	2,492,688	Hydraulic Power Unit	Dall
4/18/50	2,504,443	Milling Mche. Trans. & Control	Nenninger & Hassman
4/18/50	2,504,413	Braking Mech. for Mche. Tools	Hassman and Vancil
12/26/50	2,535,896	Pattern Cont. Milling Machine	Buckles et al.
12/26/50	2,535,895	Automatic Profile Cutting Mche.	Buckles
12/26/50	2,535,909	Hydraulic Transmission	Ernst et al.
12/26/50	2,535,957	Precision Positioning Mech.	Romaine et al.
1/ 2/51	2,536,965	Hydraulic Valve Operated by Differential Pressures	Taylor
5/ 1/51	2,550,672	Diaphragm Anchoring Means	Chyba
1/ 9/51	2,537,409	Jogging Mech. for Mche. Tools	Hassman and Vancil
3/20/51	2,546,062	Torque Converter	Ernst
5/29/51	2,555,242	Milling Mche. Transmission & Control Mechanism	Nenninger et al.

Date Issued	Patent No.	Name of Device	Patentee
5/29/51	2,555,223	Wiper Mechanism	Cox
7/ 3/51	2,559,089	Pat. Cont. Mche. Tools	Plimmer
7/ 3/51	2,559,097	Reproducing Machine	Trinkle
10/23/51	2,572,756	Combined Machine Tool	Plimmer & Kistner
10/31/51	2,573,098	Hyd. Feeding Mechanism	Ernst & Dall
12/18/51	2,578,713	Fluid Pressure Bearing	Martellotti
12/18/51	2,578,712	Fluid Pressure Bearing	Martellotti
9/30/52	2,612,184	Sensitive Control Valve Mechanism	Evans
11/18/52	2,618,244	Tracer Mechanism	Roehm
12/ 9/52	2,620,823	Tracer Valve Mechanism	Adams et al.
12/23/52	2,622,486	Spindle Transmission and Postioning Mechanism	Roehm et al.
12/23/52	2,622,454	Auxiliary Trans. Mech. for Milling Machines	Roehm
12/23/52	2,622,537	Pumping Mechanism	Wortendyke
12/23/52	2,622,614	Rate Valve	Cox
12/23/52	2,622,489	Tracer Control Mechanism	Roehm
3/31/53	2,633,061	Milling Machine Cont. Mech.	Roehm et al.
6/16/53	2,641,969	Machine Tool Cont. Mechanism	Roehm
6/16/53	2,641,970	High Speed Spdle. Construction	Plimmer
12/ 1/53	2,660,985	Hydraulic Feed System	Ernst

EXHIBIT B

2. Patents owned or controlled by Kearney & Trecker Corporation.

Date Issued	Patent No.	Name of Device	Patentee
4/20/37	2,077,434	Machine Tool	Parsons
4/20/37	2,077,435	Machine Tool Transmission and Control	Parsons
4/27/37	2,078,859	Mounting for a High Speed Cutting Tool	Lapham
5/25/37	2,081,288	Machine Tool Transmission and Control	Armitage
6/29/37	2,085,272	Transmission and Control Mechanism	Pohl
7/ 6/37	2,085,888	Machine Tool Transmission and Control	Armitage
3/ 8/38	2,110,173	Machine Tool Transmission and Control	Pohl et al
4/23/40	Re.21,434	Machine Tool Transmission and Control	Pohl et al
4/26/38	2,115,058	Milling Machine	Armitage
5/24/38	2,118,357	Machine Tool	Parsons et al
5/24/38	2,118,358	Machine Tool	Parsons et al
12/27/38	2,141,263	Indexing Work Holder	Curtis
4/ 4/39	2,153,424	Position Indicator for Machine Tools	MacRae
5/ 9/39	2,157,471	Machine Tool	Armitage
5/16/39	2,158,649	Precision Apparatus for Machine Tools	Armitage
8/15/39	2,169,484	Machine Tool Transmission and Control Mechanism	Armitage
12/ 5/39	2,182,421	Milling Machine	Armitage
4/ 2/40	2,195,799	Backlash Eliminator	Parsons
4/23/40	2,198,102	Machine Tool Transmission and Control Mechanism	Armitage
6/18/40	2,205,361	Dividing Head	Kearney et al
9/24/40	2,215,684	Machine Tool	Armitage
10/15/40	2,217,938	Milling Machine Attachment Supporting Apparatus	Armitage
1/ 7/41	2,227,620	Milling Machine	Armitage et al
1/14/41	2,228,583	Indexing Mechanism	Parsons
2/11/41	2,234,775	Profile Copying Mechanism	Parsons

Date Issued	Patent No.	Name of Device	Patentee
5/ 6/41	2,240,973	Mche. Tool Structure and Control Mech.	Armitage
5/20/41	2,242,445	Mche. Tool Trans. and Control Mech.	Armitage
6/ 3/41	2,244,413	Precision Indicating Apparatus for Machine Tools	Armitage
6/10/41	2,244,985	Machine Tool	Armitage et al.
11/18/41	2,263,404	Boring and Milling Machine	Armitage et al.
3/ 3/42	2,275,241	Machine Tool Trans. and Control Mech.	Armitage et al.
8/25/42	2,293,880	Mche. Tool Trans. and Control Mech.	Armitage et al.
5/18/43	2,319,480	Adjustable Micrometer Dial	Saving et al.
10/26/43	2,332,684	Adjusting and Locking Device	Armitage
11/30/43	2,335,304	Pattern Controlled Copying Machine	Parsons
11/30/43	2,335,305	Mche. Tool Trans. and Control Mech.	Parsons
12/21/43	2,337,223	Mche. Tool Trans. and Control Mech.	Armitage
1/11/44	2,339,102	Trans. and Control Mechanism	Parsons
1/25/44	2,340,210	Milling Machine	Armitage et al.
2/29/44	2,342,829	Milling Machine	Armitage
3/21/44	2,344,529	Mche. Tool Trans. and Control Mech.	Armitage
3/28/44	2,345,171	Mche. Tool Trans. and Control Mech.	Armitage et al
5/30/44	2,349,959	Cutting Tool	Guetzkow
8/ 8/44	2,355,082	Machine Tool	Kearney et al.
8/ 8/44	2,355,554	Transmission and Control Mechanism	Parsons
8/29/44	2,357,222	Transmission and Control Mechanism	Parsons
10/3/44	2,359,601	Work Fixture and Indexing Mech. Therefor	Andrew et al.
3/ 6/45	2,370,764	Machine Tool	Armitage et al.
5/ 1/45	2,374,719	Machine Tool Trans. and Control Mech.	Armitage
7/ 3/45	2,379,405	Milling Machine	Armitage
8/14/45	2,382,934	Mche. Tool Trans, and Control Mech.	Armitage
8/14/45	2,382,935	Variable Speed Drive Mechanism	Armitage
10/ 2/45	2,385,907	Mche. Tool Power Trans. and Control Mech.	Armitage et al.
1/15/46	2,392,963	Milling Machine	Armitage et al.

Date Issued	Patent No.	Name of Device	Patentee
1/15/46	2,392,964	Automatic Indexing Mechanism	Armitage et al.
9/17/46	2,407,913	Mche. Tool Trans. and Control Mech.	Armitage et al.
9/24/46	2,407,970	Work Indexing Mechanism	Andrew et al.
2/11/47	2,415,801	Pattern Controlled Machine Tool	Armitage et al.
3/18/47	2,417,671	Machine Tool Way Guard	Armitage
3/18/47	2,417,672	Way Guard Structure	Armitage
1/20/48	2,434,750	Machine Tool	Trecker et al.
1/20/48	2,434,751	Machine Tool	Trecker et al.
6/22/48	2,443,734	Machine Tool Guard	Kearney et al.
1/ 4/49	2,457,893	Machine Tool Lubricating System	Hlinsky
7/12/49	2,476,214	Pattern Controlled Machine Tool	Parsons
10/ 4/49	2,483,451	Machine Tool Spindle	Armitage et al.
10/25/49	2,486,294	Machine Tool Transmission	Kearney et al.
12/27/49	2,492,797	Milling Cutter	Guetzkow
1/10/50	2,493,827	Trans. and Control Mech. for Mche.Tools	Parsons
1/10/50	2,493,828	Mche. Tool Trans. and Control Mech.	Parsons
2/14/50	2,497,842	Mche. Tool Trans. and Control Mech.	Armitage et al.
2/28/50	2,498,870	Backlash Compensator	Armitage et al.
2/28/50	2,498,897	Backlash Compensator	Riedel
3/ 7/50	2,499,842	Milling Machine	Armitage
6/20/50	2,511,956	Tracer Controlled Machine Tool	Wetzel
9/ 5/50	2,521,185	Mche. Tool Trans. and Control Mech.	Parsons
9/12/50	2,522,206	Trans. Control Mechanism	Armitage
11/14/50	2,529,680	Slotting Machine	Eserkaln et al.
12/ 5/50	2,532,591	Slotting Machine	Armitage et al.
12/12/50	2,533,753	Machine Tool Control Mechanism	Armitage et al.
4/10/51	2,548,188	Mche. Tool Trans. and Control Mech.	Armitage et al.
6/19/51	2,557,404	Cutting Tool	Armitage et al.
6/19/51	2,557,405	Adjustable Bearing	Armitage et al.
7/10/51	2,559,839	Mche. Tool Positioning Mechanism	Andrew et al.

Date Issued	Patent No.	Name of Device	Patentee
7/10/51	2,560,149	Positioning Mech. for Mche. Tools	Armitage
12/11/51	2,577,943	Mche. Tool Organization and Control Mech.	Andrew et al.
2/19/52	2,586,332	Computing Indexing Mech.	Hinds
3/11/52	2,589,204	Copying Machine	Parsons
6/10/52	2,600,043	Hydraulic Clutch Mechanism	Armitage et al.
7/15/52	2,603,321	Mche. Tool Control Mech.	Armitage et al.
6/ 5/52	2,605,677	Milling Machine	Armitage
8/5/52	2,605,678	Milling and Boring Machine	Armitage et al.
11/18/52	2,618,202	Mche. Tool Trans. and Control Mech.	Eserkaln
2/16/52	2,621,566	Mche. Tool Structure and Trans. Mech.	Armitage et al.
3/10/53	2,630,717	Trans. and Control Mech.	Armitage et al.
7/ 7/53	2,644,370	Pattern Controlled Milling Machine	Armitage
9/ 8/53	2,651,746	Control Device	Gano
9/29/53	2,653,519	Mche. Tool Trans. and Control Mech.	Armitage et al.
1/ 3/53	2,657,616	Mche. Tool Trans. and Control Mech.	Armitage et al.

EXHIBIT C

LIST OF MILLING MACHINE MANUFACTURERS

Abrasive Machine Tool Co., Providence, R. I.

Atlas Press Co., Kalamazoo, Mich.

Auto Engraver Co., P. O. Box 366, Ridgefield, Conn.

The Baird Machine Co., Stratford 9, Conn.

Benchmaster Mfg. Co., 2952 W. Pico Blvd., Los Angeles 6, Calif.

Billings & Spencer Co., Hartford, Conn.

Edward Blake Co., 437 Cherry St., West Newton 65, Mass.

Bridgeport Machines Inc., Bridgeport, Conn.

Brown & Sharpe Mfg. Co., Providence, R. I.

Burke Machine Tool Div. of U.S.Burke Machine Tool Co., Cincinnati, Ohio

Cochrane Bly Co., Div. of Interstate Mfg. Corp., Boston Post Rd., Orange, Conn.

Cincinnati Gilbert Machine Tool Co., Cincinnati 23, Ohio

Consolidated Machine Tool Corp., Rochester 10, N. Y.

Cooper Brothers, Inc., Cortland, N. Y.

The James Coulter Machine Co., 629 Railroad Ave., Bridgeport, Conn.

The Cross Co., 3250 Bellevue Ave., Detroit, Mich.

Crowningshield-Harris Co., Greenfield, Mass.

Danly Machine Specialties Inc., 2100 S. 52nd Ave., Chicago, Ill.

Davis & Thompson Co., Milwaukee, Wis.

T. W. Derbyshire Inc., 157 High St., Waltham 54, Mass.

Duro Metal Products Co.,2649-61 No. Kildare Ave., Chicago, Ill.

Elgin Tool Works, 1770 W. Bertram Ave., Chicago, Ill.

Engineering Appliance Co., 53 W. Jackson Blvd., Chicago, Ill.

Engineering and Research Corp., Riverdale, Maryland.

Ex-Cell-O Corp., 1200 Oakman Blvd., Detroit 32, Mich.

Farnham Manufacturing Div. of Weisner-Rapp Co., Inc., 1600 Seneca St., Buffalo 10, N. Y.

Fitchburg Engineering Corp., Fitchburg, Mass.

Fray Machine Tool Co., Glendale 4, Calif.

Frew Machine Co., 123 E. Luray St., Philadelphia 20, Pa.

General Engineering & Manufacturing Co., St. Louis, Mo.

Giddings & Lewis Co., Fond du Lac, Wisconsin

Geo. Gorton Machine Co., Racine, Wisconsin

Gould & Eberhardt Inc., Irvington, N. J.

The G. A. Gray Co., 3611 Woodburn Ave., Cincinnati, Ohio

The Greaves Machine Tool Co., Cincinnati, Ohio

Hack Machine Co., Des Plaines, Ill.

Hall Planetary Co., Fox St. & Abbotsford, Philadelphia, Pa.

Hanson-Whitney Machine Co., Hartford, Conn.

Hardinge Bro. Inc., 1918 Evans Ave., Elmira, N. Y.

Heald Machine Works, Benton & Oliver Sts., Springfield, Mo.

Hoern & Dilts Inc., 925 Rust St., Saginaw, Mich.

Index Machine & Tool Co., Jackson, Mich.

Ingersoll Milling Machine Co., Rockford, Ill.

Kearney & Trecker Corp., 6784 W. National Ave., Milwaukee, Wis.

The Kempsmith Machine Co., Milwaukee, Wis.

Kent-Owens Machine Co., 958 Wall St., Toledo, Ohio

W. B. Knight Machinery Co., 3920 W. Pine Blvd., St. Louis, Mo.

Lees-Bradner Co., 12120 Elmwood Ave., Cleveland, Ohio

J. L. Lucas & Son, Inc., Bridgeport, Conn.

Marburg Brothers Inc., 90 West St., New York, N. Y.

Midway Machine Co., 2324 University Ave., St. Paul, Minn.

Moline Tool Co., Moline, Ill.

Morey Machinery Co., Inc., 410 Broome St., New York, N. Y.

Motch & Merryweather, Cleveland, Ohio

Murchey Div. of Sheffield Corp., 717 Springfield St., Dayton, Ohio

National Broach & Machine Co., 5600 St. Jean Ave., Detroit, Mich.

New Hermes Inc., 13-19 University Place, New York 3, N. Y.

W. H. Nichols Co., Waltham, Mass.

Norco Machinery Co., Norwood, Ohio

The Ohio Machine Tool Co., Kenton, Ohio

Oliver Machinery Co., Grand Rapids, Mich.

Onsrud Machine Works, Inc., 3910 Palmer St., Chicago, Ill.

Plan-O-Mil Corp., Hazel Park, Mich.

Pope Machinery Corp., Haverhill, Mass.

Pratt & Whitney Div. of Niles-Bement-Pond, West Hartford, Conn.

H. P. Preis Engraving Machine Co., 651 State Highway #29, Hillside 5, N. J.

Production Machinery Development Co., 4849 St. Aubin Ave., Detroit 17, Mich.

Producto Machine Co., 990 Housatonic Ave., Bridgeport, Conn.

Reed-Prentice Corp., Worcester, Mass.

Rohnberg-Jacobson Mfg. Co., Rockford, Ill.

The Rowbottom Machine Co., Inc., Waterbury, Conn.

Sheffield Corp., Dayton, Ohio

Shields Manufacturing Co., Inc., Long Island City, N. Y.

Simmons Machine Tool Corporation, Albany, N. Y.

Sloan & Chace Mfg. Co., Inc., Kearney, N. J.

Snyder Tool & Engineering Co., 3400 E.Lafayette Ave., Detroit 7, Mich.

Standard Engineering Works, Pawtucket, R. I.

Stark Tool Co., Waltham, Mass.

Stokerunit Corp., Simplex Machine Tool Div., Milwaukee, Wis.

Sundstrand Machine Tool Corp., Rockford, Ill.

Superior Machine and Engineering Co., 1930 Ferry Park, Detroit, Mich.

Taylor & Fenn Co., Hartford, Conn.

Thurston Manufacturing, 45 Borden St., Providence 1, R. I.

Tree Tool & Die Works, 1600 Junction Ave., Racine, Wis.

U.S.Machine Tool Co. Div. of U.S. Burke Machine Tool Co., Cincinnati, Ohio

U. S. Press & Tool Corp., 6440 No. Hamlin Ave., Chicago 45, Ill.

U. S. Tool Co., Inc., Ampere (East Orange), N. J.

J. A. Richards Co., Kalamazoo, Mich.

Van Norman Co., Springfield 7, Mass.

Waltham Machine Works, Waltham, Mass.

Wardwell Mfg. Co., 3167 Fulton Road, Cleveland, Ohio