

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, :
 :
 Plaintiff, :
 :
 v. : Civil Action
 :
 THE TEXTILE MACHINE WORKS, BERKSHIRE : No. 43-671
 KNITTING MILLS, HENRY JANSSEN, JOHN :
 E. LIVINGOOD, FERDINAND THUN and : Filed: 10/9/50
 FERDINAND K. THUN, :
 : FINAL JUDGMENT
 Defendants. :
 :
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The plaintiff, United States of America, having filed its complaint on October 20, 1947, and defendants The Textile Machine Works, Berkshire Knitting Mills, Henry Janssen, John E. Livingood, Ferdinand Thun and Ferdinand K. Thun, having jointly filed their answers on January 16, 1948, and this action having been dismissed as to defendants Henry Janssen and Ferdinand Thun by reason of their deaths during the pendency thereof, and plaintiff and defendants, The Textile Machine Works, Berkshire Knitting Mills, John E. Livingood, and Ferdinand K. Thun, 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 of the parties in respect of any such issue,

NOW, THEREFORE, before any testimony has been taken herein and without trial or adjudication of any issue of fact or law herein, and upon consent of plaintiff and defendants, it is hereby

ORDERED, ADJUDGED and DECREED as follows:

I

This Court has jurisdiction of the subject matter hereof and of all parties hereto, and 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," as amended.

II

1. As used in this judgment:

(a) "Textile" means defendant The Textile Machine Works, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices and principal place of business at Wyomissing, Pennsylvania.

(b) "Berkshire" means defendant Berkshire Knitting Mills, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices and principal place of business at Wyomissing, Pennsylvania.

(c) "Full fashioned hosiery" means hosiery knitted to approximate in shape the leg of the wearer and made by knitting a flat piece of material and joining the selvages or outer edges by a seam running the length thereof.

(d) "Hosiery machinery" means a machine for knitting full fashioned hosiery and includes all parts, attachments and improvements therefor.

(e) "Person" includes individual, partnership, association, corporation and any other form of business entity.

(f) "Patent" includes applications for patents, and continuations, renewals, reissues, divisions and extensions of any patent or patent application.

(g) "Deliveries on a current basis" means deliveries in the regular course of business of complete full fashioned hosiery machines within three months after receipt of orders for said machines.

(h) "Cooperative services" means building maintenance, medical, dental, nursing, restaurant, library, fire fighting, legal and workmen's compensation services jointly conducted by or on behalf of Textile and Berkshire.

(i) "United States" means the United States of America and its territories and possessions.

2. The provisions of this judgment applicable to any defendant shall apply to such defendant and each of its officers and directors and subsidiaries, and to each of its or his agents, employees, successors and assigns, and to each person acting, or claiming to act under, through or for them or any of them.

III

The defendants are hereby jointly and severally enjoined and restrained from entering into, adhering to, maintaining, furthering or enforcing any contract, agreement, understanding, undertaking, plan or program, directly or indirectly, with each other or with any manufacturer of full fashioned hosiery or hosiery machinery, providing for or for the purpose of:

1. Allocating markets among manufacturers of full fashioned hosiery or hosiery machinery;

2. Limiting or preventing exports or imports of full fashioned hosiery or hosiery machinery;
3. Limiting production of full fashioned hosiery machinery;
4. Excluding any third person from or restricting access by any third person to any market for hosiery machinery;
5. Preventing, limiting or restricting any third person in the manufacture of particular types of full fashioned hosiery;
6. Withholding any hosiery machinery from or restricting or limiting supplies thereof to any third person;
7. Fixing or determining prices of full fashioned hosiery or full fashioned hosiery machinery.

IV

Defendants Textile and Berkshire are hereby jointly and severally restrained:

1. From acquiring any interest, either in whole or in part, either directly or indirectly, in any shares of stock in, or assets of, or any other interest in any existing or future corporation, partnership or individual business which is engaged in the manufacture of full fashioned hosiery or hosiery machinery in the United States, provided, that nothing in this clause 1 of Section IV shall be deemed to enjoin or restrain any separate lawful corporate reorganization of either of said defendants or any lawful reorganization of the respective subsidiaries of each of said defendants.

2. From permitting any present or future officer, director, agent or employee of said defendants, except employees engaged exclusively in cooperative services, to serve as an officer, director, agent or employee of the other of said defendants or of any other person engaged in the manufacture of full fashioned hosiery or hosiery machinery in the United States, except further, that any person who at the date of entry of this judgment is both president and a director of Textile and president and a director of a non-defendant hosiery manufacturer may continue to act in any or all such capacities, and also that in his place and stead, at any given time hereafter, any one individual may serve as officer and/or director of both Textile and such non-defendant hosiery manufacturer.

3. From restricting, limiting or preventing the acquisition, sale or distribution of second-hand hosiery machinery by any third person.

4. From destroying, damaging or scrapping second-hand hosiery machinery obtained from third persons, except that Textile may scrap machines where Textile has:

- a) granted non-discriminatory allowances for the trade-in of used machines as an incident to the use or sale of new machines, and,
- b) has publicly offered to sell such used machines at a price not in excess of the trade-in allowance by advertising such offer in a recognized trade publication in a manner designed to give reasonable notice to a prospective purchaser, and,

c) no written order therefor is received by Textile within sixty days thereafter from a prospective purchaser who meets normal and usual credit requirements.

5. From acquiring any license, sublicense, grant of immunity or similar right under any patents relating to full fashioned hosiery or hosiery machinery from each other or from any third person, unless said license, sublicense, grant of immunity or similar right is non-exclusive and contains a provision that throughout its life the licensor will make available equivalent licenses, sub-licenses, grants of immunity or similar rights to any third person requesting the same, on terms and conditions at least as favorable as those accorded to said defendants; provided, however, that nothing in this clause 5 of Section IV shall be deemed to enjoin or restrain Textile from manufacturing, for the use of any person, hosiery machinery covered by patents owned or controlled by such person, or to enjoin Berkshire from manufacturing, for any person, full fashioned hosiery under patents owned or controlled by such person.

6. From dominating, controlling, interfering with or attempting to dominate, control, or interfere with the business, financial or promotional policies, practices, operation or management of each other.

Textile is hereby enjoined and restrained:

1. From refusing to make available to any person at non-discriminatory charges and upon reasonable and non-discriminatory terms and conditions any unpatented hosiery machinery made available by Textile to Berkshire, or any patented hosiery machinery so made available to Berkshire which Textile has, acquires or receives the right to manufacture for, or sell to, such person.

2. From assigning or otherwise transferring to Berkshire any patent or patent application relating to full fashioned hosiery or full fashioned hosiery machinery.

3. From refusing to make available or to furnish installation or repair services in the United States, or discriminating in the availability or furnishing of installation or repair services or in the entry into or performance of installation or repair contracts in the United States or elsewhere, with respect to any hosiery machinery manufactured, sold, leased or distributed by Textile.

4. From discriminating in favor of Berkshire in the sale or delivery, including terms and conditions thereof, of hosiery machinery, and, so long as and during any period when Textile's deliveries of hosiery machinery are not on a current basis, from selling or delivering to Berkshire a percentage of the machines manufactured by Textile during any three months' period in excess of Berkshire's percentage of the entire production of full fashioned hosiery in the United States during the preceding calendar year.

5. From entering into any contract, agreement, understanding or lease for the manufacture, sale or use of hosiery machinery, containing any provision that:

- a) Grants Textile exclusive rights for the manufacture, sale or distribution of such hosiery machinery;
- b) Restricts the nature, quality or quantity of the products of such hosiery machinery;
- c) Limits or restricts any purchaser in the disposition of such hosiery machinery;
- d) Requires, as a condition to receiving hosiery machinery from Textile, that the recipient thereof turn over, whether by sale or otherwise, second hand hosiery machinery to Textile.

6. From engaging in research and development with respect to full fashioned hosiery or hosiery machinery on behalf of a manufacturer of full fashioned hosiery, unless similar research and development services are available on non-discriminatory terms and conditions to any manufacturer of full fashioned hosiery.

VI

1. Berkshire is hereby ordered and directed, in so far as it now has or may acquire the power or authority to do so, to issue to any applicant making written request therefor a non-exclusive license, sublicense or immunity, to manufacture, use and sell under any one or more of the patents listed in Schedule A attached hereto and under any other

United States patent or patents now issued or which may issue on any presently pending application, relating to full fashioned hosiery or hosiery machinery, without any condition or restriction whatsoever, except that (a) a reasonable and non-discriminatory royalty may be charged and collected and (b) where such royalty is charged, provision may be made for the inspection of the books and records of the licensee by an independent auditor who may report to the defendant licensor only the amount of royalty due and payable and no other information.

2. Textile is hereby ordered and directed, in so far as it has or may acquire the power or authority to do so, to issue to any applicant making written request therefor:

- (a) A non-exclusive, unrestricted, royalty-free license, sublicense or immunity, to manufacture, use and sell under any one or more of the patents listed in Schedule B attached hereto and under any other United States patents now issued or which may hereafter issue relating to full fashioned hosiery;
- (b) A non-exclusive license, sublicense or immunity, to manufacture, use and sell under any one or more of the patents listed in Schedule C attached hereto and under any other United States patent or patents now issued or which may issue on any presently pending application, relating to hosiery machinery, without any condition or

restriction whatsoever, except that (1) a reasonable and non-discriminatory royalty may be charged and collected and (2) where such royalty is charged, provision may be made for the inspection of the books and records of the licensee by an independent auditor who may report to the defendant licensor only the amount of royalty due and payable and no other information.

3. Upon the request of any applicant for a license under the provisions of clauses 1 and 2 of this Section VI, the defendant to whom such application is made shall include in such license, to the extent that it has power to do so, a non-exclusive grant of immunity from action, suit, claim or proceeding under foreign patents corresponding to any such United States patents where such action, suit, claim or proceeding under the foreign patent is based on the manufacture in a foreign country of full fashioned hosiery or hosiery machinery for use or sale in, or the importation into, the United States, or the use or sale in, or the importation into, a foreign country of full fashioned hosiery or hosiery machinery manufactured in the United States.

4. Upon any application for a license in accordance with the provisions of clause 1 and subdivision b) of clause 2 of this Section VI the defendant to whom such application is made shall advise the applicant of the royalty it deems reasonable for the 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, by a fair preponderance of evidence, a reasonable royalty, and the Attorney General shall have the right to be heard thereon. Pending the completion of any such court proceeding, the applicant shall have the right to make, use and vend under the 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 any. 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 if fixed, any final order may provide for such readjustments including retroactive or diminished royalties as the Court may order after final determination of a reasonable and non-discriminatory royalty.

5. Each license granted pursuant to this Section VI shall provide that the licensee may at any time, without revoking or surrendering its license, dispute the validity, scope or enforceability of any of the patents under which the license is granted, and this judgment shall not be construed as importing any validity or value to any of such patents.

VII

Textile and Berkshire are hereby ordered and directed to furnish, with all licenses, sublicenses, grants of immunity or similar rights issued by them pursuant to clause 5 of Section IV and Section VI of this judgment, to all licensees and sublicensees making application therefor, and at any time within the term of such licenses or sublicenses, all technical information and technical knowledge in the possession of said defendants necessary or useful in the practice of the inventions described in the patents covered by said licenses, without charge, other than the actual cost of furnishing such technical information and knowledge. Such cost shall not include any overhead or general charges.

VIII

For the purpose of securing compliance with this judgment, and for no other purpose, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or an Assistant Attorney General and on reasonable notice to either defendant Textile or Berkshire made to the principal office of either defendant, be permitted, subject to any legally recognized privilege, (1) 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 judgment and (2) subject to the reasonable convenience of said defendant and without restraint or interference from

either defendant, to interview officers or employees of said defendant, who may have counsel present, regarding any such matters. Upon written request of the Attorney General or an Assistant Attorney General said defendant shall submit such reports in writing with respect to the matters contained in this judgment as may from time to time be reasonably necessary to the enforcement of this judgment. Information obtained by the means permitted in this Section VIII shall not be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Department of Justice except in the course of legal proceedings for the purpose of securing compliance with this judgment in which the United States is a party or as otherwise required by law.

IX

Jurisdiction of this cause is retained by the Court for the purpose of enabling any of the parties to this judgment to apply to the Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this judgment, for the amendment, modification or termination of any of the provisions thereof, for the enforcement of compliance therewith, and for the punishment of violations thereof.

Dated: New York, N. Y.

October __, 1950.

UNITED STATES DISTRICT JUDGE

We hereby consent to the entry of the foregoing judgment,

FOR THE PLAINTIFF;

WM. AMORY UNDERHILL
Acting Assistant Attorney General

MELVILLE C. WILLIAMS

IRVING H. SAYPOL
United States Attorney

LESTER L. JAY
Special Assistants to the
Attorney General

SIGMUND TIMBERG

JOHN V. LEDDY

MARCUS A. HOLLABAUGH
Special Assistants to the
Attorney General

FRANCIS R. SHIELDS
Special Attorneys

FOR THE DEFENDANTS:

LEE, TOOMEY & KENT

By _____

SCHEDULE "A"

<u>U. S. Patent Number</u>	<u>Issue Date</u>	<u>Inventor</u>
1,907,247	May 2, 1933	H. Hemmerich
1,915,929	June 27, 1933	B. Haytock, Jr.
1,970,935	August 21, 1934	H. Hemmerich
1,992,666	February 26, 1935	H. Hemmerich
1,992,667	February 26, 1935	A. Ischinger
2,003,777	June 4, 1935	H. Westkott
2,032,476	March 3, 1936	G. Gastrich
2,042,834	June 2, 1936	W. Eaches
2,055,457	Sept. 22, 1936	G. Gastrich
2,057,199	Oct. 13, 1936	J. Marks
2,091,169	Aug. 24, 1937	F. Thun
2,097,763	Nov. 2, 1937	H. Hemmerich
2,113,805	April 12, 1938	H. Hemmerich
2,233,112	February 25, 1941	W. Sheeler
2,270,853	Jan. 27, 1942	W. Sheeler
2,279,346	Apr. 14, 1942	W. Sheeler
2,297,028	Sept. 29, 1942	W. Sheeler
2,305,218	Dec. 15, 1942	H. Hemmerich
2,334,008	Nov. 9, 1943	A. Ischinger
2,338,075	Dec. 28, 1943	H. Hemmerich
D-100,860	Aug. 18, 1936	H. Hemmerich
D-101,819	Nov. 3, 1936	H. Miller
D-118,074	Dec. 12, 1939	H. Hemmerich
D-136,444	Oct. 5, 1943	A. S. Allen
<u>U. S. Serial Number</u>	<u>Filing Date</u>	<u>Inventor</u>
D-9472	Apr. 28, 1950	W. Sheeler

SCHEDULE "B"

<u>U. S. Patent Number</u>	<u>Issue Date</u>	<u>Inventor</u>
1,965,034	July 3, 1934	G. Gastrich
1,983,128	Dec. 4, 1934	G. Gastrich
2,001,676	May 14, 1935	G. Gastrich
2,002,888	May 28, 1935	G. Gastrich
Re. 19,662	Aug. 6, 1935	G. Gastrich
2,021,598	Nov. 19, 1935	G. Gastrich
2,035,876	Mar. 31, 1936	G. Gastrich
2,042,149	May 26, 1936	G. Gastrich
2,055,458	Sept. 22, 1936	G. Gastrich
2,077,557	April 20, 1937	G. Gastrich
2,087,572	July 20, 1937	G. Gastrich
2,119,575	June 7, 1938	G. Gastrich
2,167,248	July 25, 1939	W. R. McCurdy et al
2,178,319	Oct. 31, 1939	G. Bitzer
2,181,836	Nov. 28, 1939	O. Smetana
2,223,252	Nov. 26, 1940	H. Haehnel
2,246,246	June 17, 1941	G. Gastrich
2,259,974	Oct. 21, 1941	H. Haehnel

SCHEDULE "C"

<u>U. S. Patent Number</u>	<u>Issue Date</u>	<u>Inventor</u>
1,978,454	Oct. 30, 1934	G. Gastrich
1,981,035	Nov. 20, 1934	G. Gastrich
1,983,128	Dec. 4, 1934	G. Gastrich
1,984,068	Dec. 11, 1934	M. Krissiep, et al.
1,984,319	Dec. 11, 1934	M. Richter
1,989,656	Jan. 29, 1935	H. Staub
1,990,988	Feb. 12, 1935	G. Gastrich
1,997,473	April 9, 1935	H. Staub
1,998,364	April 16, 1935	G. Gastrich
1,999,305	April 30, 1935	O. Smetana
2,001,676	May 14, 1935	G. Gastrich
2,002,868	May 23, 1935	G. Gastrich
Re. 19,662	Aug. 6, 1935	G. Gastrich
2,003,766	June 4, 1935	M. Zwicky
2,004,219	June 11, 1935	M. Richter
2,005,070	June 18, 1935	G. Bitzer
2,005,461	June 18, 1935	G. Gastrich
2,005,674	June 18, 1935	G. Gastrich
2,007,798	July 9, 1935	G. Gastrich
2,009,968	July 30, 1935	G. Gastrich
2,010,624	Aug. 6, 1935	F. Clauss
2,013,883	Sept. 10, 1935	G. Gastrich
2,014,100	Sept. 10, 1935	G. Bitzer
2,014,114	Sept. 10, 1935	F. Muller
2,015,106	Sept. 24, 1935	G. Gastrich
2,016,742	Oct. 8, 1935	G. Gastrich
2,018,460	Oct. 22, 1935	C. Meyer

SCHEDULE "C"

<u>U. S. Patent Number</u>	<u>Issue Date</u>	<u>Inventor</u>
2,018,627	Oct. 22, 1935	R. Apprich
2,021,598	Nov. 19, 1935	G. Gastrich
2,024,104	Dec. 10, 1935	M. Krissiep, et al
2,025,383	Dec. 24, 1935	G. Gastrich
2,026,510	Dec. 31, 1935	W. Moyer
2,028,222	Jan. 21, 1936	M. Krissiep
2,030,037	Feb. 4, 1936	K. Waechtler, et a
2,030,944	Feb. 18, 1936	P. Schmidt
2,031,216	Feb. 18, 1936	S. Kalbach
2,031,300	Feb. 18, 1936	G. Bitzer
2,033,301	Mar. 10, 1936	E. Richter, et al.
2,034,990	Mar. 24, 1936	E. Richter
2,035,876	Mar. 31, 1936	G. Gastrich
2,037,750	Apr. 21, 1936	F. Autem
2,042,149	May 26, 1936	G. Gastrich
2,043,214	June 2, 1936	P. Schmidt
2,044,539	June 16, 1936	C. Meyer, et al.
2,049,385	July 28, 1936	M. Krissiep
2,049,887	Aug. 4, 1936	R. Anke
2,051,636	Aug. 18, 1936	G. Gastrich
2,053,225	Sept. 1, 1936	M. Richter
2,054,422	Sept. 15, 1936	H. Janssen
2,055,458	Sept. 22, 1936	G. Gastrich
2,059,144	Oct. 27, 1936	E. Richter
2,059,667	Nov. 3, 1936	K. Waechtler, et a
2,059,806	Nov. 3, 1936	M. Richter
2,060,620	Nov. 10, 1936	H. Janssen

SCHEDULE "C"

<u>U. S. Patent Number</u>	<u>Issue Date</u>	<u>Inventor</u>
2,110,668	Mar. 8, 1938	H. Janssen
2,111,495	Mar. 15, 1938	P. Schmidt
2,112,610	Mar. 29, 1938	H. Sherman
2,116,478	May 3, 1938	M. Poeschmann
2,119,575	June 7, 1938	G. Gastrich
2,121,739	June 21, 1938	H. Janssen
2,122,098	June 28, 1938	H. Janssen
2,122,144	June 28, 1938	H. Janssen
2,125,831	Aug. 2, 1938	G. Bitzer
2,127,449	Aug. 16, 1938	M. Richter
2,132,200	Oct. 4, 1938	M. Zwicky, et al
2,135,329	Nov. 1, 1938	P. Curry
2,140,472	Dec. 13, 1938	G. Gastrich
2,142,168	Jan. 3, 1939	R. Anke
2,143,341	Jan. 10, 1939	R. Anke
2,143,485	Jan. 10, 1939	H. Janssen
2,145,023	Jan. 24, 1939	G. Bitzer
2,161,240	June 6, 1939	R. Anke
2,161,742	June 6, 1939	G. Gastrich
2,162,107	June 13, 1939	C. Newton
2,165,527	July 11, 1939	F. Autem
2,166,548	July 18, 1939	H. Janssen
2,167,248	July 25, 1939	W. R. McCurdy, et al
2,167,930	August 1, 1939	M. Krissiep
2,168,884	August 8, 1939	M. Richter

SCHEDULE "C"

<u>U. S. Patent Number</u>	<u>Issue Date</u>	<u>Inventor</u>
2,169,836	Aug. 15, 1939	M. Göttinger
2,169,979	Aug. 15, 1939	W. Richter, et al
2,171,967	Sept. 5, 1939	R. Anke
2,175,989	Oct. 10, 1939	G. Gastrich
2,177,615	Oct. 24, 1939	F. Autem
2,178,319	Oct. 31, 1939	G. Bitzer
2,181,836	Nov. 28, 1939	O. Smetana
2,182,220	Dec. 5, 1939	G. Bitzer
2,185,844	Jan. 2, 1940	G. Gastrich, et al
2,189,650	Feb. 6, 1940	A. Ischinger
2,198,081	Apr. 23, 1940	G. Gastrich
2,198,559	Apr. 23, 1940	J. Held
Re. 21,435	Apr. 30, 1940	R. Anke
2,201,392	May 14, 1940	R. Hug
2,202,521	May 28, 1940	G. Gastrich
2,202,522	May 28, 1940	P. Krenkel
2,204,322	June 11, 1940	O. Smetana
2,207,998	July 16, 1940	R. Eshelman
2,210,238	Aug. 6, 1940	H. Haehnel
2,214,372	Sept. 10, 1940	J. Held
2,214,383	Sept. 10, 1940	M. Richter
2,214,936	Sept. 17, 1940	H. Pingel
2,219,733	Oct. 29, 1940	F. Autem
2,220,039	Oct. 29, 1940	H. Haehnel
2,223,252	Nov. 26, 1940	H. Haehnel
2,242,070	May 13, 1941	J. Held

SCHEDULE "C"

<u>U. S. Patent Number</u>	<u>Issue Date</u>	<u>Inventor</u>
2,243,813	May 27, 1941	F. Clauss, et al
2,246,246	June 17, 1941	G. Gastrich
2,258,421	Oct. 7, 1941	M. Richter
2,259,974	Oct. 21, 1941	H. Haehnel
2,265,769	Dec. 9, 1941	F. Autem
2,266,395	Dec. 16, 1941	A. Ischinger
2,266,513	Dec. 16, 1941	M. Richter
2,271,852	Feb. 3, 1942	A. Brumbach
2,273,372	Feb. 17, 1942	R. Ohlinger
2,295,512	Sept. 8, 1942	G. Bitzer
2,295,782	Sept. 15, 1942	G. Gastrich
Re. 22,362	Aug. 10, 1943	F. Autem
2,333,074	Oct. 26, 1943	H. Frintz
2,340,244	Jan. 25, 1944	E. W. Kaul
2,345,914	Apr. 4, 1944	G. Bitzer
2,346,105	Apr. 4, 1944	H. Haehnel
2,354,188	July 25, 1944	C. Aschenbrenner
2,357,361	Sept. 5, 1944	P. Schmidt
2,358,344	Sept. 19, 1944	C. Meyer
2,366,227	Jan. 2, 1945	M. Zwicky
2,370,111	Feb. 20, 1945	T. G. Stoudt
2,384,451	Sept. 11, 1945	A. L. Brumbach
2,403,310	July 2, 1946	H. Staub
2,413,601	Dec. 31, 1946	G. Bitzer
2,421,738	June 3, 1947	L. White

SCHEDULE "C"

<u>U. S. Patent Number</u>	<u>Issue Date</u>	<u>Inventor</u>
2,424,957	July 29, 1947	R. Schletter
2,427,163	Sept. 9, 1947	P. Schmidt, et al
2,431,160	Nov. 18, 1947	G. Bitzer
2,432,413	Dec. 9, 1947	H. Haehnel
2,446,875	Aug. 10, 1948	H. Haehnel
2,449,477	Sept. 14, 1948	J. Held, et al
2,489,141	Nov. 22, 1949	E. W. Kaul, et al
2,516,514	July 25, 1950	H. Haehnel
D-99,240	Apr. 7, 1936	H. Janssen
2,522,211	Sept. 12, 1950	J. W. Crawford
D-101,041	Sept. 1, 1936	H. Janssen
D-103,323	Feb. 23, 1947	H. Janssen
D-106,442	Oct. 12, 1937	H. Janssen
D-113,265	Dec. 7, 1939	R. Hug
D-133,536	Aug. 25, 1942	T. G. Stoudt
<u>U. S. Serial Number</u>	<u>Filing Date</u>	<u>Inventor</u>
682,651	July 10, 1946	M. Jeffrey
696,848	Sept. 13, 1946	R. Anke
744,244	Apr. 26, 1947	H. Haehnel
778,515	Oct. 7, 1947	R. E. Schletter
8,334	Feb. 14, 1948	F. Ruehling, et al
33,748	June 18, 1948	H. Haehnel
93,232	May 14, 1949	E. W. Kaul
108,109	Aug. 2, 1949	F. Autem
135,688	Dec. 29, 1949	H. Haehnel
169,852	June 23, 1950	Kurt Esche
180,972	Aug. 23, 1950	G. Bitzer