

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

Civil Action

vs.

No. 10,655

KELSEY-HAYES WHEEL COMPANY,
THE BUDD COMPANY, and
MOTOR WHEEL CORPORATION,

Defendants.

FINAL JUDGMENT

The plaintiff, United States of America, having filed its complaint herein on June 19, 1951; the defendants, Kelsey-Hayes Wheel Company, The Budd Company and Motor Wheel Corporation, having appeared and filed their several answers to such complaint, denying the substantive allegations thereof; and the plaintiff and the said defendants by their respective attorneys herein 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 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 or admission by any party hereto in respect of any such issue, and upon the consent of the plaintiff and the said defendants, it is

ORDERED, ADJUDGED AND DECREED as follows:

I.

This Court has jurisdiction of the subject matter herein and of all the parties hereto. The complaint states a claim against each of 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) "Kelsey" means defendant Kelsey-Hayes Wheel Company, a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at Detroit, Michigan;

(B) "Budd" means defendant The Budd Company, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at Philadelphia, Pennsylvania;

(C) "Motor Wheel" means defendant Motor Wheel Corporation, a corporation organized and existing under the laws of the State of Michigan, having its principal place of business at Lansing, Michigan;

(D) "Wheels" means metal wheels (1) characterized by having a wheel body formed by a metal stamping, sometimes combined with a forging, rolling or other process, as distinguished from a wheel body formed entirely from a casting, and (2) for assembly to and use as a means of mobility on automobiles, buses, trucks, trailers, and like passenger and cargo

conveyances designed primarily for use on the highways.

"Wheels" shall also include the component parts of such metal wheels, consisting of (i) the rim, hub and securing parts for the assembly of the components and any substitutions therefor or additions thereto which are equivalents in function for such rims, hub and securing parts, and the wheel body as above described; and (ii) the brake drum and wheel cover fasteners, which normally are not considered a part of a wheel unit, when sold assembled to and as a part of the wheel unit;

(E) "Patents" mean any United States Letters Patents, and all reissues and extensions thereof, covering (1) Wheels, (2) processes for the manufacture of Wheels, or (3) machinery or parts thereof for the manufacture of Wheels;

(F) "Person" means any individual, partnership, corporation, association, firm, trustee or other business or legal entity;

(G) "N.W.R.A." means the National Wheel and Rim Association, Inc., a corporation organized and existing under the laws of the State of Michigan;

(H) "Vehicle Manufacturer" means any manufacturer of automobiles, buses, trucks, trailers or like passenger or cargo conveyances, or any controlled or wholly-owned subsidiary of such manufacturer.

III.

The provisions of this Final Judgment applicable to any defendant shall apply to such defendant, its officers, directors, agents, employees, successors, assigns and controlled or wholly-owned subsidiaries, and to all other persons

acting under, through or for such defendant who shall have actual notice of this Final Judgment by personal services or otherwise; but shall not apply to transactions or agreements solely between a parent and any controlled or wholly-owned subsidiary thereof. In so far as foreign trade and commerce are concerned, the provisions of this Final Judgment shall not be deemed to apply to foreign activities or foreign operations of any defendant.

IV.

(A) Each of the defendants is ordered and directed, in so far as it has or shall have the power to do so, to grant to any applicant (other than a Vehicle Manufacturer) making written request therefor, a non-exclusive and non-discriminatory as among royalty-paying licensees (except as permitted in Subsection E hereof) license to make, use and vend Wheels under (1) any, some or all Patents owned or controlled by such defendant on the date of entry of this Final Judgment (including but not limited to the Patents listed in Schedule "A" hereto), and (2) any, some or all other Patents which are issued to, acquired by or applied for by such defendant prior to the expiration of five (5) years from the date of entry of this Final Judgment, except Patents which are based on inventions or discoveries of officers, directors, agents, employees or independent contractors of the defendant (which Patents are not dominated by any Patent owned or controlled by the defendant at the date of this Final Judgment) and are not licensed by said defendant to any other defendant herein. (The term "independent contractors" as used in this Subsection shall mean any Person [other than an officer, director, agent or employee of the defendant] who, or any of whose employees,

makes the invention or discovery pursuant to a contract with such defendant to undertake ~~research~~, development or design relating to Wheels.)

(B) Each of the said defendants is enjoined and restrained from including any restriction or condition whatsoever in any license granted by it pursuant to the provisions of this Section IV except that (1) the licenses may be non-transferable; (2) a reasonable royalty may be charged, provided such royalty is non-discriminatory as between royalty-paying licensees; (3) reasonable provisions may be made for periodic inspection of the books and records of the licensee by an independent auditor or any Person acceptable to the licensee, who shall report to the licensor only the amount of the royalty due and payable; (4) 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 hereinabove provided; (5) reasonable provision may be made for marking the Wheels manufactured, used or sold by the licensee under the license with the numbers of the licensed Patents covering such Wheels; and (6) the license must provide that the licensee may cancel the license at any time after one (1) year from the initial date thereof by giving thirty (30) days' notice in writing to the licensor.

(C) Upon receipt of a written request for a license under the provisions of this Section IV, the defendant to whom such request is addressed shall advise the applicant in writing of the royalty which it deems reasonable for the Patent or Patents to which the request pertains. If the parties are unable to agree upon a reasonable royalty within sixty (60) days from the date such request for the license is received by such defendant, the applicant therefor or the defendant may

forthwith apply to this Court for the determination of a reasonable royalty, and such defendant shall, upon receipt of notice of the filing of any such application, promptly give notice thereof to the Attorney General. In any such proceeding the burden of proof shall be on such defendant to establish the reasonableness of the royalty requested. Pending the completion of any such proceeding on such application, the applicant shall have the right to make, use and vend Wheels under any Patents (required to be licensed hereunder) to which its application pertains without payment of royalty but subject to the provisions of Subsections (D) and (E) of this Section IV.

(D) Where the applicant has the right to make, use and vend under any Patents pursuant to Subsection (C) of this Section IV, said applicant or the defendant concerned may apply to this Court to fix an interim royalty rate pending final determination of what constitutes a reasonable royalty. If this Court fixes such interim royalty rate, such defendant shall then issue and the applicant shall accept a license or, as the case may be, a sublicense, providing for the periodic payment of royalties at such interim rate for any manufacture, use or sale under such Patents from the date of such application for a license. If the applicant fails to accept such license or fails to pay the interim royalty in accordance therewith, such action shall be ground for the dismissal of his application and termination of the license.

(E) Irrespective of whether an interim license has been issued pursuant to Subsection (D) above, reasonable royalty rates, if any, once finally determined by this Court shall apply to the applicant and all other royalty paying licensees under the same Patent or Patents with respect to any manufacture,

use or sale from the date the applicant files his application for a license pursuant to Subsection (A) above, except that any such other licensee holding a license under the same Patent or Patents shall have the right, at his option, not to have such royalty rate apply to any manufacture, use or sale by him.

(F) Nothing in this Final Judgment shall prevent any applicant from attacking in the aforesaid proceedings the validity or scope of any of said Patents, nor shall this Final Judgment be construed as importing any validity or value to any of said Patents.

(G) Each of the said defendants is enjoined and restrained from instituting, or threatening to institute, or maintaining, any suit or proceeding against any Person (except by way of set-off or counter-claim or defense in any action or proceeding brought by any Person against it) to restrain or enjoin, or collect damages for, infringement of any Patents as to which such defendant is required by this Section IV to grant licenses, unless, for ninety (90) days after having been requested so to do by such defendant after the entry of this Final Judgment, such Person has failed or refused to enter into a license agreement as provided for in this Section IV, or has failed or refused to pay or agree to pay an amount acceptable to said defendant for any unauthorized use of such Patents, or a reasonable royalty therefor.

(H) Each of the said defendants is enjoined and restrained from making any sale or other disposition of any of said Patents which deprives it of the power or authority to grant the licenses hereinabove provided for, unless it sells, transfers or assigns such Patents and requires as a condition

of such sale, transfer or assignment that the purchaser, transferee or assignee shall observe the requirements of this Section IV with respect to the Patents so acquired and the purchaser, transferee or assignee shall file with this Court, prior to consummation of said transaction, an undertaking to be bound by the provisions of this Section IV with respect to the Patents so acquired.

V.

Each of the said defendants is ordered and directed, upon written request of any licensee under the provisions of Section IV of this Final Judgment, to furnish to such licensee formulae, conventional material specifications, detailed parts drawings showing dimensions, tolerances and finishes, and assembly or sub-assembly drawings relating to the invention covered by the licensed Patent, where such are in its possession or under its control and are reasonably necessary to enable a manufacturer to practice the invention covered by such Patent, the furnishing of such information to be subject to payment to such defendant therefor of its actual cost in furnishing such formulae, specifications and drawings. Any defendant may require as a condition of 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, to return such formulae, specifications and drawings and any reproductions thereof to the said defendant.

VI.

Each of the defendants is enjoined and restrained from entering into, adhering to, maintaining or furthering, directly or indirectly, any contract, agreement or understanding with any defendant or another manufacturer of Wheels (other than a Vehicle Manufacturer):

- (A) Jointly to acquire Patents or Patent rights;
- (B) To cross license each other under Patents with, or accompanied by, an agreement or understanding that a license under such patents will not or shall not be given to any third Person or Persons; or
- (C) Jointly to act to sustain the Patent rights of each other against any third Person in the contest of any United States Patent Office interference relating to Wheels.

VII.

Each of the said defendants is enjoined and restrained from:

- (A) Refraining from competing with any other Person upon the condition, agreement or understanding that such other person will not compete with it in the manufacture, distribution or sale of Wheels;
- (B) Entering into, adhering to, maintaining or furthering, directly or indirectly, any contract, agreement or understanding with any distributor or vendor of Wheels to
 - (1) fix or determine, or which requires any distributor or vendor to adhere to or maintain, the prices, differentials, discounts, or other terms or conditions of sale relating to the prices, for the resale of Wheels to third Persons; or
 - (2) restrict the sale of Wheels to designated territories;

(C) Entering into or adhering to any contract or agreement

- (1) with any distributor designating any such distributor as an exclusive distributor if he is also a distributor of another Wheel manufacturer;
- (2) with any Wheel manufacturer to use, or designating, a common or exclusive distributor;

Provided, however, that the foregoing shall not be deemed to prohibit the mere designation or use by a defendant of a common distributor, not to prohibit a defendant from unilaterally determining not to designate a Person as its distributor, not to prohibit a defendant from giving to, or receiving from, others, including Wheel manufacturers, information regarding the qualifications of any prospective distributor;

(D) Collaborating in any way with any Person in the compilation, publication, circulation or distribution of any composite schedules or price lists for, or catalogues describing, Wheels of more than one manufacturer, provided that this Subsection (D) shall not be construed to prohibit a defendant from furnishing its own prices and specification data to any Person other than another manufacturer of Wheels; (The term "manufacturer of Wheels" as used herein shall not include a Vehicle Manufacturer.)

(E) Entering into or adhering to any contract, agreement or understanding with any defendant or any manufacturer of Wheels (other than a Vehicle Manufacturer) to limit or restrict the number of Wheels which may be produced by any Vehicle Manufacturer; or

(F) Continuing as a member of, participating in any way in the management or direction of, or contributing anything of value to the N.W.R.A. or any similar association or organization, relating to the manufacture, distribution or sale of Wheels, the purpose, aims or practices of which violate or are inconsistent with any provision of this Final Judgment.

VIII.

Defendants are (A) ordered and directed to cancel the cross-license agreement of April 6, 1937, among Kelsey, Motor Wheel and Budd Wheel Company, and any extension, amendment or supplement thereto, to the extent that the same may be still in force and effect; and (B) jointly and severally enjoined and restrained from entering into, adhering to, maintaining or furthering, directly or indirectly, or claiming any rights under any contract, agreement or understanding which has as its purpose or effect the continuing or renewing of any provision of said agreement of April 6, 1937, inconsistent with any provision of this Final Judgment.

IX.

Nothing in this Final Judgment shall prevent any defendant from availing itself of the benefits of the Act of Congress of August 17, 1937, commonly called the Miller-Tydings Act, or the Act of Congress of July 14, 1952, commonly called the McGuire Act.

X.

For the purpose of securing compliance with this Final Judgment, duly authorized representatives of the Department of Justice, upon written request of the Attorney General or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendants made to their principal offices, shall be permitted, subject to any legally recognized privilege to be determined by the Court, (1) access during the office hours of the defendants to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of the defendants relating to any matters contained in this Final Judgment, and (2) subject to the reasonable convenience of the defendants and without restraint or interference from them, to interview officers or employees of the defendants, who may have counsel present, regarding any such matter; and upon such request the defendants shall submit such written reports with respect to any of the matters contained in this Final Judgment as from time to time may be necessary for the purpose of enforcement of this Final Judgment. No information obtained by the means provided in this Section 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.

XI.

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 and carrying out of this Final Judgment, for the modification of any of the provisions thereof, and for the purpose of the enforcement of compliance therewith and the punishment of violations thereof.

/s/ Theodore Levin
United States District Judge

Dated: July 1, 1955

We hereby consent to the entry of the foregoing

Final Judgment:

For Plaintiff:

/s/ STANLEY N. BARNES
Stanley N. Barnes
Assistant Attorney-General

/s/ WILLIAM D. KILGORE, JR.
William D. Kilgore, Jr.

/s/ MARCUS HOLLABAUGH
Marcus Hollabaugh

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OF AMERICA

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& Kennedy

By /s/ Victor W. Klein
Victor W. Klein

By /s/ Philip T. Van Zile II
Philip T. Van Zile, II

and

Whittemore, Hulbert & Belknap

By /s/ Arthur C. Beaumont
Arthur C. Beaumont

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KELSEY-HAYES WHEEL COMPANY

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By /s/ C. Brewster Rhoads
C. Brewster Rhoads

By /s/ Joseph W. Swain Jr.
Joseph W. Swain, Jr.

and

/s/ Donald B. Waite
Donald B. Waite

ATTORNEYS FOR DEFENDANT,
THE BUDD COMPANY

/s/ ALFRED KARSTED
Alfred Karsted

/s/ EDWARD M. FEENEY
Edward M. Feeney

/s/ FRANKLIN C. KNOCK
Franklin C. Knock

Cook, Beake, Miller, Wrock &
Cross

By /s/ Arthur H. Wrock
Arthur H. Wrock

By /s/ Forrest A. Hainline, Jr.
Forrest A. Hainline, Jr.

Jennings, Fraser, Parsons & Trebilcock

By /s/ Everett R. Trebilcock
Everett R. Trebilcock

and

Barnes, Kisselle, Laughlin & Raisch

By /s/ Arthur Raisch
Arthur Raisch

ATTORNEYS FOR DEFENDANT
MOTOR WHEEL CORPORATION

SCHEDULE "A"

U.S. Patents of The Budd Company

<u>No.</u>	<u>Inventor</u>	<u>Issued</u>	<u>Title</u>
2,119,669	C.L. Eksergian	6- 7-38	Vehicle Wheel
2,122,810	C.L. Eksergian	7- 5-38	Single Stamping Artillery Wheel
2,123,099	C.L. Elsergian et al	7- 5-38	Reinforced Spoke Artillery Wheel
2,123,100	C.L. Eksergian	7- 5-38	Single Stamping Artillery Wheel
2,123,101	W.H. Farr	7- 5-38	Vehicle Wheel
2,123,129	O.U. Zerk	7- 5-38	Wheel
2,123,130	O.U. Zerk	7- 5-38	Vehicle Wheel
2,126,372	C.L. Eksergian	8- 9-38	Vehicle Wheel
2,132,002	F.R. Hight	10- 4-38	Construction of Hubs
2,161,740	C.L. Eksergian	6- 6-39	Wheel Mounting
2,162,072	C.L. Eksergian	6-13-39	Composite Brake Drum
2,174,070	P.W. Gaenssle	9-26-39	Wheel Mounting
2,179,656	C.L. Eksergian	11-14-39	Disk Wheel
2,195,589	C.L. Eksergian	4- 2-40	Dual Wheel Mounting
2,195,590	C.L. Eksergian	4- 2-40	Wheel Mounting
2,217,646	C.L. Eksergian	10- 8-40	Wheel Mounting
2,231,207	P.E. Baker	2-11-41	Wheel & Bearing Assembly
2,262,604	C.L. Eksergian	11-11-41	Composite Brake Drum
2,265,938	C.L. Eksergian	12- 9-41	Cooling Arrangement for Brake Drums
2,267,588	C.L. Eksergian et al	12-23-41	Wheel Cover Attaching Means
Des.132,028	T.A. Davenport	4-14-42	Design for a Vehicle Wheel
2,279,704	T.A. Davenport	4-14-42	Wheel Assembly Cover Mounting
2,304,346	C.L. Eksergian	12- 8-42	Rim and Valve Stem
2,330,790	C.L. Eksergian	9-28-43	Differential Wheel
2,334,673	E.P. Hawthorne	11-16-43	Wheel
2,349,220	C.L. Eksergian	5-16-44	Wheel Hub
2,410,573	C.L. Eksergian	11- 5-46	Wheel & Rim Organization
2,410,579	C.J. Haag	11- 5-46	Reversible Wheel
2,416,862	P.E. Baker	3- 4-47	Triple Wheel
2,427,634	R.B. Temple	9-16-47	Heavy Duty Wheel Rim
2,438,966	C.L. Eksergian et al	4- 6-48	Wheel
2,439,848	C.L. Eksergian	4-20-48	Metal Wheel
2,457,416	R.B. Temple	12-28-48	Wheel and Brake Drum Organization
2,507,285	R.B. Temple	5- 9-50	Dual Wheel Mounting
2,548,840	C.L. Eksergian	4-10-51	Stud for Mounting Wheels or the Like
2,586,029	R.O. Greenshields et al	2-19-52	Apparatus for Forming Drop Center Rims
2,597,835	C.L. Eksergian	5-20-52	Wheel Mounting
2,643,445	P.E. Baker	6-30-53	Method of Making Composite Brake Drums
2,659,407	J.G. Kay	11-17-53	Machine for Forming Annular Sheet Metal Workpieces
2,675,848	R.O. Greenshields et al	4-20-54	Rim Rolling Machine
2,675,849	R.O. Greenshields et al	4-20-54	Machine for Coiling Wheel Rim Stock or the Like

(A)

SCHEDULE "A"

U.S. Patents of Kelsey-Hayes Wheel Company

<u>No.</u>	<u>Inventor</u>	<u>Issued</u>	<u>Title</u>
2,120,595	C.S. Ash	6/14/38	Method of Forming Brake Drums or Like Structures
2,120,631	C.W. Sinclair	6/14/38	Wheel
2,120,632	C.W. Sinclair	6/14/38	Method of Forming Wheels
2,120,633	C.W. Sinclair	6/14/38	Method of Forming Wheels
2,123,614	C.W. Sinclair	7/12/38	Brake Drum
2,131,186	F.H. LeJeune	9/27/38	Method of Forming Brake Drums
2,134,419	C.W. Sinclair	10/25/38	Vehicle Wheel
2,136,447	F.H. LeJeune	11/15/38	Manufacture of Brake Drums
2,139,833	F.H. LeJeune et al	12/13/38	Method of Forming Rims of Nonsymmetrical Cross-Sectional Contour
2,141,457	C.S. Ash	12/27/38	Vehicle Wheel
2,143,445	F.H. LeJeune	1/10/39	Method of Forming Brake Drums
2,143,456	C.W. Sinclair	1/10/39	Wheel
2,143,457	C.W. Sinclair	1/10/39	Wheel Construction
2,145,377	C.W. Sinclair	1/31/39	Vehicle Wheel
2,150,510	F.H. LeJeune	3/14/39	Apparatus for Forming Castings
2,151,568	C.W. Sinclair	3/21/39	Method of Forming Brake Drums
2,154,004	F.H. LeJeune	4/11/39	Metal Working Machine
2,154,014	C.W. Sinclair	4/11/39	Method of Making Brake Drums
2,154,016	C.W. Sinclair	4/11/39	Method of Forming Brake Drums
2,155,667	F.H. LeJeune	4/25/39	Wheel
2,159,880	E.A. Bierwirth et al	5/23/39	Method of Making a Vehicle Wheel
2,159,900	F.H. LeJeune et al	5/23/39	Machine for Fashioning Annular Sheet Metal Articles
2,159,911	C.W. Sinclair	5/23/39	Method of Making a Wheel
2,161,351	W.H. Huffman	6/ 6/39	Wheel Structure
2,161,381	J.H. Ploehn	6/ 6/39	Wheel Structure
2,161,904	C.W. Sinclair	6/13/39	Brake Drum
2,164,883	G.E. Moore	7/ 4/39	Wheel
2,165,863	F.H. LeJeune	7/11/39	Method of Forming a Vehicle Wheel
2,170,617	W.W. Hamill	8/22/39	Manufacture of Disk Wheels
2,170,647	C.S. Ash	8/22/39	Wheel Construction
2,170,661	F.H. LeJeune	8/22/39	Method of Manufacturing Wheel Body Elements
2,174,611	C.S. Ash	10/ 3/39	Brake Drum
2,174,639	C.W. Sinclair	10/ 3/39	Method of Forming Wheels
2,174,640	C.W. Sinclair	10/ 3/39	Method of Making Wheels
2,178,143	F.H. LeJeune	10/31/39	Method of Forming Wheel disks
2,181,020	F.H. LeJeune	11/21/39	Apparatus for Manufacturing Vehicle Wheel Rims
2,181,028	C.W. Sinclair	11/21/39	Method of Making Vehicle Wheel Bodies
2,181,848	F.H. LeJeune et al	11/28/39	Method of Forming Drop Center Wheel Rims
2,185,347	F.H. LeJeune	1/ 2/40	Method of Forming Vehicle Wheel Rims and the Like

(B)

SCHEDULE "A"
U. S. Patents of
Kelsey-Hayes Wheel Co.

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<u>No.</u>	<u>Inventor</u>	<u>Issued</u>	<u>Title</u>
2,188,477	F.H. LeJeune	1/30/40	Method of Forming Vehicle Wheels
2,196,718	C.S. Ash	4/ 9/40	Wheel
2,198,883	J.W. Pattison	4/30/40	Vehicle Wheel
2,200,569	O.M. Whitten	5/14/40	Method of Forming Annular Blanks to a Predetermined Cross-Sectional Contour
2,213,265	C.S. Ash	9/ 3/40	Road Vehicle Wheel
2,223,472	O.M. Whitten	12/ 3/40	Rolling Machine
2,248,708	E.R. Jacobi	7/ 8/41	Rim
2,251,754	J.W. Pattison	8/ 5/41	Vehicle Wheel
2,257,684	J.L. Hecht	9/30/41	Wheel Structure
2,261,612	J.E. Batie	11/ 4/41	Casting Machine
2,265,562	E.R. Jacobi	12/ 9/41	Rim
2,268,345	C.W. Sinclair	12/30/41	Wheel
2,269,669	M.H. Kelly	1/13/42	Casting Machine
2,273,614	J.E. Batie	2/17/42	Method of Forming Composite Articles
2,273,615	J.E. Batie	2/17/42	Method of Forming Brake Drums
2,277,843	H.O. Cambridge	3/31/42	Wheel Mounting for Dual Wheels
2,278,200	E.R. Jacobi	3/31/42	Rim
2,291,393	F.H. LeJeune	7/28/42	Method of Forming Wheel Rims
2,291,394	F.H. LeJeune	7/28/42	Method of Forming Rims
2,292,598	J.E. Batie	8/11/42	Casting Machine
2,292,599	J.E. Batie	8/11/42	Casting Apparatus
2,294,466	F.H. LeJeune	9/ 1/42	Method of Manufacturing Brake Drums
2,295,852	F.H. LeJeune	9/15/42	Apparatus for Forming Wheel Rims
2,332,175	C.W. Sinclair	10/19/43	Method of Forming Brake Drums
2,349,738	F.H. LeJeune	5/23/44	Method of Forming Pressed Metal Wheel Disks
2,384,649	C.W. Sinclair	9/11/45	Wheel
2,407,749	C.W. Sinclair	9/17/46	Vehicle Wheel
2,434,180	C.W. Sinclair	1/ 6/48	Rim
2,453,512	E.R. Jacobi	11/ 9/48	Vehicle Wheel
2,468,947	C.W. Sinclair	5/ 3/49	Rim
2,474,956	J.H. Ploehn	7/ 5/49	Rim Attaching Means
2,476,766	E.L. Potter et al	7/19/49	Rim Attaching Means
2,482,378	C.W. Sinclair	9/20/49	Securing Means for Demountable Rims
2,484,532	C.W. Sinclair	10/11/49	Tire and Rim Construction
2,484,533	C.W. Sinclair	10/11/49	Wheel
D-158,226	C.W. Sinclair	4/18/50	Wheel
D-158,227	C.W. Sinclair	4/18/50	Wheel
2,519,937	C.W. Sinclair	8/22/50	Rim
2,524,514	E.F. Caswell	10/ 3/50	Induction Heater
2,548,627	C.W. Sinclair	4/10/51	Rim
2,586,665	C.W. Sinclair	3/11/52	Brake Drum
2,594,506	F.P. Sharp	4/29/52	Wheel Assembling Machine
2,618,734	C.A. Anderson	11/18/52	Induction Heating Unit
2,649,886	H.A. Palmer	8/25/53	Apparatus for Forming Rims
2,684,269	E.R. Jacobi	7/20/54	Wheel
2,687,161	C.W. Sinclair	8/24/54	Rim
2,693,166	J.J. Miller	11/ 2/54	Flux Applying Apparatus

SCHEDULE "A"

U.S. Patents of Motor Wheel Corporation

<u>No.</u>	<u>Inventor</u>	<u>Issued</u>	<u>Title</u>
2,119,991	Hunt	6- 7-38	Vehicle Wheel
2,121,199	Johnson	6-21-38	Method of Manufacturing Vehicle Wheels
2,125,756	Van Halteren	8- 2-38	Vehicle Wheel
2,127,220	Horn	8-16-38	Vehicle Wheel
2,127,597	Horn	8-23-38	Method of Producing Brake Drums
2,127,598	Horn et al	8-23-38	Vehicle Wheel
2,127,599	Horn	8-23-38	Vehicle Wheel
2,127,600	Hunt	8-23-38	Vehicle Wheel
2,130,392	Horn	9-20-38	Vehicle Wheel
2,133,142	Horn	10-11-38	Vehicle Wheel
2,133,144	Johnson	10-11-38	Method of Manufacturing Wheels
2,133,454	Hunt	10-18-38	Vehicle Wheel
2,137,288	Horn	11-22-38	Vehicle Wheel
2,157,175	Hunt	5- 9-39	Stamped Metal Wheel
2,158,125	Horn et al	5-16-39	Vehicle Wheel
2,158,126	Horn	5-16-39	Wheel Ornament
2,169,047	Horn	8- 8-39	Vehicle Wheel
2,174,087	Horn	9-26-39	Vehicle Wheel
2,183,220	Horn	12-12-39	Vehicle Wheel
2,185,875	Van Halteren	1- 2-40	Brake Drum
2,187,032	Horn et al	1-16-40	Vehicle Wheel
2,191,762	Horn	2-27-40	Vehicle Wheel
2,198,721	Horn	4-30-40	Vehicle Wheel
2,200,361	Hunt	5-14-40	Vehicle Wheel
2,202,102	Horn	5-28-40	Vehicle Wheel
2,202,490	Horn	5-28-40	Method of Making Vehicle Wheels
2,205,652	Horn	6-25-40	Vehicle Wheel
2,205,653	Hunt et al	6-25-40	Vehicle Wheel
2,213,813	Hunt	9- 3-40	Method of Making Fasteners
2,213,829	Van Halteren et al	9- 3-40	Method of Making Brake Drums
2,213,861	Horn	9- 3-40	Vehicle Wheel
2,217,081	Stough	10- 8-40	Vehicle Wheel
(now Re. 21,960)			
2,217,086	Whitacre	10- 8-40	Vehicle Wheel
2,217,116	Hunt et al	10- 8-40	Vehicle Wheel
2,244,073	Lyon	6- 3-41	Method of Riveting
2,248,707	Horn	7- 8-41	Vehicle Wheel
2,268,330	Bovee	12-30-41	Rim Rolling Machine
2,280,584	Horn	4-21-42	Locking Ring for Wheels
2,281,153	Horn	4-28-42	Vehicle Wheel
2,316,029	Van Halteren et al	4- 6-43	Method of Making Brake Drums
2,317,311	Stough	4-20-43	Vehicle Wheel
2,327,044	Horn	8-17-43	Wheel
2,328,821	Lyon	9- 7-43	Rivet Setting Machine
2,339,859	Hunt et al	1-25-44	Wheel
2,363,182	Hunt et al	11-21-44	Vehicle Wheel
2,363,183	Hunt et al	11-21-44	Vehicle Wheel
2,470,559	Horn	5-17-49	Vehicle Wheel
2,485,969	Johnson	10-25-49	Method of Making Brake Drums
2,485,993	Van Halteren	10-25-49	Brake Drum
2,493,173	Van Halteren	1- 3-50	Brake Drum

SCHEDULE "A"

U. S. Patents of

Motor Wheel Corporation

Page 2

<u>No.</u>	<u>Inventor</u>	<u>Issued</u>	<u>Title</u>
2,522,271	Horn	9-12-50	Cover for Vehicle Wheels
2,526,026	Horn	10-17-50	Vehicle Wheel Cover Attachment Clip
2,546,508	Horn	3-27-51	Vehicle Wheel
2,548,107	Horn	4-10-51	Stamped Metal Vehicle Wheel
2,558,296	Horn	6-26-51	Brake Drum
2,558,297	Horn	6-26-51	Brake Drum
2,608,236	Hunt	8-26-52	Vehicle Wheel
2,625,438	Horn	1-13-53	Stamped Metal Vehicle Wheel
2,625,439	Horn	1-13-53	Vehicle Wheel
2,631,894	Horn	3-17-53	Vehicle Wheel
2,631,895	Hunt	3-17-53	Cover for Vehicle Wheels
2,647,422	Horn	8- 4-53	Machine for Tapering Sheet Metal Blanks
2,647,423	Horn	8- 4-53	Machine for Rolling Tapered Disks
2,649,820	Hunt	8-25-53	Apparatus for Producing Tapered Metal Disks
2,669,487	Horn	2-16- 54	Vehicle Wheel Cover
2,679,304	Horn	5-25-54	Brake Drum
Des.172,236	Mason	5-18-54	Design for a Wheel
Des.172,237	Mason	5-18-54	Design for a Wheel
Des 172,238	Mason	5-18-54	Design for a Wheel
Des 172,239	Mason	5-18-54	Design for a Wheel
Des 173,666	Mason	12-14-54	Design for a Wheel