

**PLAINTIFF'S
EXHIBIT**

K-988

April 18, 1967

Mr. L. W. Sanby
Owens-Corning Fiberglas Corporation
P. O. Box 901
Toledo, Ohio 43601

Dear Mr. Sanby:

During our recent visit with Mr. W. D. Vandivort and Mr. F. J. Schweitzer, we reviewed necessary revisions in the copy which appears on the SC-30 and SC-40 bags. These revisions were considered to be in our best mutual interest.

It was further agreed that the SC-30 copy would include a reference on the face and back side to ONE-COTE.

Our Legal Department has recommended the following terms and conditions for your use of our registered trade mark ONE-COTE.

In consideration for the right to use ONE-COTE on bags and in advertising materials, you agree as follows:

1. To use our trade mark ONE-COTE in connection with Eagle-Picher insulating cement only. You will not use the mark or any colorable imitation thereof or any mark identical or confusingly similar thereto on any other goods without our prior, written permission.
2. The mark will remain the sole property of Eagle-Picher. All use made by you of the mark will conform to the accepted trade mark practice of Eagle-Picher and will insure to the benefit of Eagle-Picher.
3. To discontinue use of the trade mark upon written notice to such effect from Eagle-Picher; thereafter you will have no rights to nor will you further use said trade mark.

Please execute both copies, returning the original to this office.

Very truly yours,

FLEETS and MINERALS DIVISION
Eagle-Picher Industries, Inc.

Agreed:

Owens-Corning Fiberglas Corp.

Robert L. Bockstahler
General Sales Manager
Fibers Department

By _____

Date _____

cc: Mr. W. A. Suhre
Mr. J. W. Hudson

UNR 007445

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MAY 9 1967

OWENS-CORNING FIBERGLAS CORPORATION

TOLEDO OHIO

LEWIS W. SAXBY
VICE PRESIDENT
SUPPLY & CONTRACTING DIVISION

May 4, 1967

Mr. Robert L. Bockstahler
General Sales Manager
Fibers Department
Eagle-Picher Industries, Inc.
American Building
Cincinnati, Ohio 45201

Dear Mr. Bockstahler:

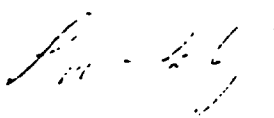
In your letter of April 18 you indicated that we could use the word ONE-COTE on our S&C cement bags subject to the conditions outlined in the April 18 letter.

Our Legal Department has reviewed this letter and has asked for clarification of the following points:

1. Paragraph 2 of the letter indicates that our use of the Eagle-Picher mark will "conform to the accepted trade mark practice of Eagle-Picher and will inure to the benefit of Eagle-Picher." Would you advise us as to Eagle-Picher's accepted practice and how you expect our use to inure to the benefit of Eagle-Picher. According to the dictionary the word "inure" is defined as "to pass into use, to be applied".
2. Paragraph 3 provides that upon written notice, OCF shall discontinue use of the trademark and have no rights thereafter. What provision would be made for the multitude of bags which will undoubtedly be in inventory at the time such notice is received? We suggest you add to paragraph 3 the following: "Provided, however, that you shall have the right to dispose of all products containing such mark produced prior to the date of receipt of said written notice."

Just as soon as we have received clarification of these items we will execute the agreement.

Very truly yours,



L. W. Saxby

LWS/js

UNR 007446

EAGLE-PICHER INDUSTRIES, INC.

FIBERS AND MINERALS DIVISION • AMERICAN BUILDING, CINCINNATI, OHIO 45201

May 12, 1967

Mr. Lewis W. Saxby
Owens-Corning Fiberglas Corporation
P. O. Box 901
Toledo, Ohio 43601

Dear Mr. Saxby:

Upon considering the text of your May 4 letter, replying to ours dated April 18, this correspondence will supersede the original items to be agreed upon that were covered on April 18.

Certain revisions discussed with Mr. Vandivort and Mr. Schweitzer are mutually agreeable in their entirety and the only item requiring confirmation is the use of our One-Cote trade name on the face and back side of your SC-30 bag.

The recommendations of our Legal Department concerning this use are as follows:

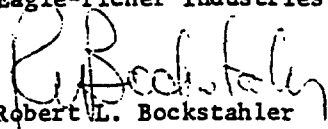
1. To use our trade mark ONE-COTE in connection with Eagle-Picher insulating cement only. You will not use the mark or any colorable imitation thereof or any mark identical or confusingly similar thereto on any other goods without our prior, written permission.
2. The mark will remain the sole property of Eagle-Picher. All use made by you of the mark will conform to the accepted trade mark practice of Eagle-Picher and will inure to the benefit of Eagle-Picher. The accepted trade mark practice referred to requires that an asterisk will follow the term ONE-COTE wherever it appears on the bag or in advertising materials, and state at the bottom of each page or bag surface, as the case may be, that the mark is the registered trade mark of Eagle-Picher Industries, Inc., e.g., "Reg. T.M. Eagle-Picher Industries, Inc.". Of course, it is assumed that continued use and exposure of this mark by your Company will improve trade recognition and/or acceptance of the mark.
3. To discontinue use of the trade mark upon written notice to such effect and upon the sale of your then existing inventory of Eagle-Picher insulating cement in bags containing the trade mark. Thereafter you will have no rights to nor will you further use the trade mark.

Mr. Lewis W. Saxby
May 12, 1967
Page 2

We trust the preceding meets with your approval and will you kindly execute both copies, returning the original to this office.

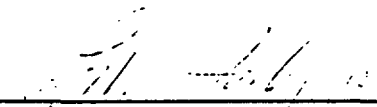
Very truly yours,

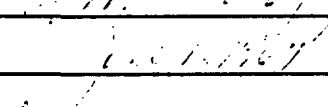
FIBERS and MINERALS DIVISION
Eagle-Picher Industries, Inc.


Robert L. Bockstahler
General Sales Manager
Fibers Department

RLB/sm

Agreed:
Owens-Corning Fiberglas Corporation

By  _____

Date  _____