

FILE NAME: National Safety Council (NSC)

DATE: 0000

DOC#: NSC317

DOCUMENT DESCRIPTION: License Agreement

KEY 4-613 EXHIBIT NO. 52-A
 7-7-42 WITNESS: [Signature]
 HOWARD B. SMITH, Official Reporter
 [Signature] 766

EXHIBIT ALICENSE UNDER LETTERS PATENT NO. 1,972,500

THIS AGREEMENT made and entered into this
 day of , 193 , by and between DONALD H. C. TULLOCH
 of Carrocroft, Delaware, hereinafter termed the Licensor,
 and , a corporation duly
 organized and existing under the laws of the State of
 , and having its principal office located at
 , City of , State of
 , hereinafter termed the Licensee;

WITNESSETH:

WHEREAS, The Licensor is now the owner of the
 right to grant licenses under Letters Patent of the United
 States No. 1,972,500 granted September 4, 1934, and

WHEREAS, the Licensee is desirous of obtaining
 a license to make, use and sell such of the materials and
 products embodying, employing and containing the invention
 patented by said Letters Patent as are enumerated in a
 schedule annexed hereto marked Exhibit A and made a part
 hereof, which materials and products so enumerated are
 hereinafter referred to as the "Materials".

NOW, THEREFORE, in consideration of the sum of
 One Dollar (\$1.00) and other good and valuable considerations,
 in hand paid, and in consideration of the covenants and
 promises contained herein, the parties hereby agree as follows:

SECTION 1. The Licensor has given and granted
 and by these presents does give and grant to the Licensee,

Moffet Exhibit 1361
 Obtained 7-26-40 Letter
 by 12407 Atty. JCR Interview
 Federal Trade Commission

EXHIBIT NO. 52-B
THE MATTER OF *John H. Hark*
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subject to the covenants and conditions hereinafter expressed, a non-exclusive right and license to make, use and sell the Materials throughout the duration of the term for which said Letters Patent and any reissue or extension thereof have been or may be granted, unless this agreement is sooner terminated as herein provided; but the Licensor has reserved and by these presents does reserve, the hereinafter fixed royalties or license fees, and, as one of the considerations, conditions and limitations of the right, license and privilege herein given, the right from time to time to specify and establish the minimum selling prices and the maximum terms and conditions of sale to each of the respective classes of trade in the Materials as illustrated and described in the schedule hereunto attached, and the right from time to time to issue, amend and establish a new schedule hereunder; and the Licensor has reserved and by these presents does reserve the options hereinafter expressed to terminate this license agreement and to recover the rights herein granted upon default of the Licensee.

SECTION II. This license agreement and all rights and privileges granted to the Licensee hereunder are personal to the Licensee and its successor corporations, and are non-transferable and non-assignable by the act of the Licensee or by operation of law, except to successor corporations.

SECTION III. The Licensee shall pay unto Licensor a royalty or license fee in an amount equal to one-quarter of one per cent. (1/4%) of the list value, as set

Moffitt Exhibit 1382
-2- Obtained 7-26-46 Letter
No 1-12-407 Atty. J. O. P. Interview
Federal Trade Commission

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IN THE MATTER OF

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WITNESS

RECORDED BY SMITH OFFICE REPORTS

J. M. Smith

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forth in the schedules hereunder in effect at date of shipment, of the Materials sold and/or used by said Licensee or by others for said Licensee throughout the term or terms for which said Letters Patent or any reissues or extensions thereof are or may be granted.

SECTION IV. The Licensee guarantee unto Licensor that during each year throughout the term of this license agreement, the Licensee will pay royalties or license fees to the Licensor hereunder in accordance with the terms hereof.

SECTION V. The Licensee shall keep full and accurate books of account showing the exact amount and quantity of each size and kind of the Materials manufactured, used, sold and shipped by the Licensee hereunder, or by others for or on behalf of said Licensee, and the prices and terms on which the same and each of them are sold; and the Licensee shall render unto the Licensor on the fifteenth day of each and every calendar month a written and true statement of account in such form as shall be prescribed by the Licensor, verified under oath by an officer or employee of the Licensee conversant with the facts, setting forth the amount and quantity of each size and/or kind of the Materials manufactured, sold, shipped or used by or for the Licensee during the preceding calendar month; and also stating either that the Licensee has not deviated or departed from the stipulations, terms, covenants and conditions of this license agreement and of any schedule issued

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Moffitt Exhibit 1363
 Obtained 7-26-40 Letter
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by the Licensor hereunder, or else in detail in what particulars the Licensee has deviated or departed therefrom; and the Licensee shall deliver such written statements to the Licensor at his office and on the day of rendition of such Statement of account, the Licensee shall pay unto the Licensor at his office the hereinbefore stipulated royalties or license fees which may then be due under the terms of this license agreement.

SECTION VI. The Licensee shall not sell, offer for sale or ship any of the Materials made under this license agreement at lower prices or on terms of sale more favorable to the purchaser than those in effect at date of sale as set forth in the schedule established hereunder by the Licensor and in effect at the time. The Licensor may make changes or amendments or additions in the attached schedule or substitute other schedules therefor, and any amendments to or changes in the schedule hereto attached and/or any new or additional or substitute schedule, or any change in, amendment to or modification of a new or additional or substitute schedule, shall be established hereunder by the Licensor by notification in writing or by mailing or telegraphing a copy of the same to the Licensee at its regular and established place of business, and such notice shall thereupon constitute and be considered as a then existing part of the license to the Licensee and until modified, amended or withdrawn with the consent of the Licensor all sales hereunder shall be made in accordance therewith.

SECTION VII. The Licensee expressly covenants and agrees that all said Materials sold by it hereunder

Moffit Exhibit 1364
Obtained 7-26-40 Letter
No 1-12407 Atty. J.C.P. Interview
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IN THE MATTER OF Standard Oil
DATE 7-7-42 WITNESS Parker
HOWARD B. SMITH, Official Reporter
By John Hall 770

shall be on a bona fide sale and that no materials shall be placed on consignment. The right and license granted hereunder is granted upon the express conditions and limitations that the licensee shall not make, use or sell any sectional Asbestos Paper Pipe Covering, Sheets or Blocks, Rag Felt or Wool Felt Sectional Pipe Covering, Sheets or Blocks or other similar product used for the same or similar purpose, which does not embody, employ and contain the invention patented by said Letters Patent; that the licensee shall not sell to any manufacturer of sectional Asbestos Paper Pipe Covering, Sheets or Blocks, Rag Felt or Wool Felt Sectional Pipe Covering, Sheets or Blocks or such other similar product, any paper or other product useful for any purpose for which paper embodying, employing and containing the invention patented by said Letters Patent is useful, unless such paper or other product embodies, employs and contains the invention patented by said Letters Patent; and that the licensee shall not sell any paper or any such other product embodying, employing and containing the invention patented by said Letters Patent to persons or corporations which are not licensees in good standing under a license granted by the licensor under the said Letters Patent as herein provided.

SECTION VIII. In the event that the Licensee shall be adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or should a temporary or permanent receiver be appointed to administer its affairs, then this license agreement and all rights of the Licensee hereunder shall ipso facto cease and determine. In the event that the Licensee should at any time neglect, fail or refuse to observe, keep or perform any of the limita-

FEDERAL TRADE COMMISSION

DOCKET # 463 EXHIBIT NO. 2-F

THE MATTER OF *Standard Oil*DATE 7-7-42 WITNESS *Parker*

HOWARD B. SMITH, Official Reporter

By *J. M. Kell*

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tions, conditions and agreements hereof to be by the Licensee kept and performed, the Licensor, at his option and without waiver of any of his legal or equitable rights or remedies, may, by a thirty (30) day notice in writing specifying the breach and duly served upon the Licensee, terminate the license herein given or granted and all rights of the Licensee hereunder; provided, however, that if within said period of thirty (30) days the Licensee shall have rectified the breach, provided such breach is rectifiable, then such notice shall be void and of no effect, and the license agreement shall continue as though no such notice had been given. The termination of said license shall not relieve the Licensee from any accrued obligations due at the time of such termination. In the event that the Licensee, after having been previously notified of a breach, shall repeat such breach, even though such breach was rectified after such notice, the Licensor may, without waiver as aforesaid, by written notice served upon said Licensee, terminate forthwith the license herein given or granted. Failure on the part of the Licensor to notify the Licensee of a breach of this license agreement, or to terminate said license because of such breach, shall not constitute a condonation of the offense, or a waiver of the right of the Licensor to terminate said license in accordance with the provisions of this Section VIII.

SECTION IX. If the Licensee makes any sale of any of the Materials in violation of this license agreement

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 Federal Trade Commission

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 IN THE MATTER OF *Standard Oil Co.*
 DATE 7-7-42 WITNESS *Parsons*
 HOWARD B. SMITH, Official Reporter
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or any schedule issued hereunder, then in such event the Licensee shall pay to the Licensor, within ten days after notice of such violation, an amount equal to fifty per cent. (50%) of the proper net selling price of the Material in question as set forth in the schedule annexed hereto or in any amendment or modification thereof in force at the time of such sale, which payment shall not, however, defeat or impair any other rights or privileges of the Licensor arising upon any such violation.

SECTION X. The Licensor agrees that if any license is granted by Licensor under said Letters Patent on any terms more favorable to a Licensee than are provided for herein, Licensor will grant to Licensee a license on same terms as such more favorable license and to this end Licensor agrees to provide Licensee upon written request of Licensee with a complete copy of each license granted by Licensor under the aforesaid Letters Patent promptly after execution of same. The Licensor further agrees to keep separate, full and accurate books of account or records showing the exact and entire amount of the Materials sold, shipped and reported by each Licensee, and the prices and terms on which sold, and agrees that on the twenty-fifth day of each and every calendar month the Licensor will mail to Licensee a statement of account setting forth the aggregate or total amount of the Materials so manufactured, sold, shipped and reported by its licensees operating under license under said Letters Patent.

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Moffitt Exhibit 1367
 Obtained 7-26-40 Letter
 No. 12407 Atty. *J.C.C.* Interv.
 Federal Trade Commission

SECTION XI. At all reasonable times during business hours, Licensor or his Accredited representatives shall have the right and is hereby authorized to inspect and audit the books of account and all other records, data and memoranda of the Licensee believed by the Licensor to relate to the manufacture, sale, shipment and delivery of Materials manufactured by or for, and sold by or for, Licensee under this license agreement, and the right to make and retain copies thereof and extracts therefrom.

SECTION XII. In the event that any dispute arises between the parties as to the meaning of this license agreement or any part thereof, the matter shall be referred to three arbitrators, one to be selected by each party hereto and the third to be selected by the two thus chosen, and the finding, determination and decision of the said arbitrators shall be final, conclusive and binding upon the parties and upon all other Licensees to whom Licenses have been granted under said Letters Patent by Licensor as hereinabove provided.

SECTION XIII. Except as herein otherwise provided, the duration of this license agreement shall be the life of said Letters Patent or any reissues or extension thereof except that on December 31, 1936 or on December 31 of any alternate year thereafter, either party hereto shall have the option of cancelling this license agreement, provided the party so desiring to exercise that option shall so notify the other party in writing at least ninety days

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 THE MATTER OF *Standard Oil Co.*
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before the date upon which said party shall desire that this license agreement terminate.

SECTION XIV. The Licensee hereby admits, during the existence of this license agreement, the validity of said Letters Patent, under which this license is hereby granted and the Licensee agrees that it will not, during the existence of this license agreement, violate or infringe said Letters Patent, or any claim or claims thereof, or contest or question the validity of same, or the sufficiency of the specifications of said Letters Patent, or the title to said Letters Patent of those under whom the Licensor claims, or the right of the Licensor to grant licenses thereunder, and the Licensee agrees that it will not render voluntary assistance to others who question or may question the validity of said Letters Patent, or any claim or claims thereof or the sufficiency of the specifications of said Letters Patent, or the title to said Letters Patent of those under whom the Licensor claims, or the right of the Licensor to grant licenses thereunder.

SECTION XV. The Licensee agrees that in the event that any action, suit or proceeding is instituted against the Licensee by anyone not a party to this agreement which in any way involves or affects the validity of this agreement or the validity of said Letters Patent, or any claim or claims thereof, or the sufficiency of the specifications or said Letters Patent, or the title to

Moffet Exhibit *1369*
 dated *7-26-40* Letter
1-12-40 Atty. *W.C.H.* Interview
 Federal Trade Commission

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THE MATTER OF *Handmade Guitars*

DATE *7-7-42* WITNESS *Parker*

HOWARD R. SMITH, Official Reporter

By *Drustley*

said Letters Patent of those under whom the Licensor claims, or the right of the Licensor to grant licenses thereunder, the Licensee will notify the Licensor in writing of the institution of such action, suit or proceeding immediately upon the institution of the same, and the Licensee further agrees that it will not compromise or settle such an action, suit or proceeding, or default in appearing or pleading therein, or consent to the rendition of a judgment, decree, order or other determination therein without first affording to the Licensor by notice in writing a reasonable opportunity to take over the defense of the said action, suit or proceeding.

SECTION XVI. The Licensee shall use all reasonable and reasonably continuous efforts and endeavors to promote the sale of the Materials manufactured under and in accordance with the terms of this license agreement, and to establish and continuously supply as large a market therefor as it reasonably can without prejudicing the operations of the Licensee under any other license hereafter granted to Licensee by the Licensor under any Letters Patent of the United States.

SECTION XVII. In the event any of the clauses or provisions of this license agreement (and not the entire license agreement) should for any reason be held to be invalid by any final court of competent jurisdiction or by a lower court from which no appeal is seasonably taken,

Moffit Exhibit *13.8.10*

Obtained *7-26-40* Letter

No. *12407* Atty. *JCG* Interview

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the invalidity of such clause or clauses will not invalidate the remainder of this license agreement and this license agreement shall be construed as though such invalid clause or clauses had been omitted.

SECTION XVIII. If any claim or claims of said Letters Patent are in any suit adjudged or decreed to be invalid by any appellate court of competent jurisdiction or by a lower court from whose decree no appeal is seasonably taken, then the payment of royalty under this license agreement in so far as any royalty is payable only on said claim or claims so held invalid shall cease and determine immediately upon the entry of the final decree in such suit except that the licensee shall pay and all royalties then accrued on materials manufactured, used or sold in accordance with and pursuant to the claim or claims so held invalid; provided, however, that the subsequent validation of said claim or claims by the United States Supreme Court or by any Circuit Court of Appeal in the same or in another cause of action or suit shall require the licensee to continue the payment of royalty as though no decision invalidating said claims had been rendered.

SECTION XIX. Licensee shall mark all the materials manufactured and sold hereunder, or the packages, boxes, crates or wrappers in which same are sold and all samples of same in accordance with Section 4900 of the U. S. Revised Statutes.

SECTION XX. The Licensor agrees that, in the event that he sells any of the materials or causes any of

Moffitt Exhibit 13811
 Obtained 7-26-40 Letter
 No 1-12-40 Atty. J. C. Interview
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 THE MATTER OF *Standard Oil Co.*
 7-7-40 WITNESS *Parker*
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 By *J. M. Hall* 77

them to be sold by anyone on his behalf, he will not sell the Materials at lower prices or on more favorable terms than those specified hereunder for licensees at the time of such sale.

SECTION XXI. Any and all notices which may be sent by either party hereunder shall be considered as delivered to the other party upon being deposited by such party hereto enclosed in an envelope in the registered mail of the United States with fully prepaid post thereon addressed to the party for whom intended at the address given below; or to such other address or addresses as either of the parties may hereafter designate to the other in writing:

DONALD H. C. TULLOCH, Carrocroft, Delaware.

SECTION XXII. This license agreement shall be for the benefit of and binding upon the Licensee, a Corporation, and its present and future subsidiaries including, but without limitation to, the following:

Moffit Exhibit 13612
 Obtained 7-26-40 Letter
 No 12407 Atty *J. M. Hall* Interview
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SECTION XXIII. In the event that the right to grant licenses under the letters patent under which this license is hereby granted passes to any party or interest

FEDERAL TRADE COMMISSION

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MATTER OF *Standard Oil Co*
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Wm Hall

other than the Licensor herein, DONALD H. C. TULLOCH, then in such event Licensee may at its option terminate and cancel this license immediately by notice in writing to such successor to the Licensor interest.

IN WITNESS WHEREOF,

has caused this agreement to be signed by its President, and its seal to be affixed hereto and attested by its Secretary, and DONALD H. C. Tulloch has set his hand and seal the day and year first above written.

Witness:

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Moffitt Exhibit 13613
Obtained 7-26-46 Letter
No 1-12407 Atty *J.P.M.*
Federal Trade Commission

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FEDERAL TRADE COMMISSION

BOOK 463 EXHIBIT N
THE MATTER OF *Standard Oil Co.*
7-7-42 WITNESS *Parker*
By *HOWARD A. SMITH*, Official Reporter
John Hall 79

STATE OF

COUNTY OF

ss.:

On this day of , 193 , before me personally came DONALD H. C. TULLOCH, to me personally known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same of his own free will and for the purposes therein set forth.

Notary Public

(SEAL)

STATE OF

COUNTY OF

ss.:

On this day of , 193 , before me personally came , President of , a corporation organized and existing under the laws of the State of , party to the ratification and approval of the foregoing agreement, to me personally known to be such and acknowledged the said ratification and approval to be his act and deed and the act and deed of said corporation, and that the signature of said is his own handwriting, and that his act of signing and acknowledging said ratification and approval was duly authorized by the directors of said corporation.

Given under my hand and official seal the day and year aforesaid.

Moffitt 13614
7-26-40
1-12407 att. *J.P.*

Notary Public

(SEAL)