

Trade Regulation Reporter - Trade Cases (1932 - 1992), United States and Alien Property Custodian v. Bendix Aviation Corporation., U.S. District Court, D. New Jersey, 1946-1947 Trade Cases ¶57,444, (Feb. 13, 1946)

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United States and Alien Property Custodian v. Bendix Aviation Corporation.

1946-1947 Trade Cases ¶57,444. U.S. District Court, D. New Jersey. Civil 2531. Dated February 13, 1946.

A consent decree entered in an action charging violations of the Sherman Anti-Trust Act contains provisions enjoining defendant aircraft instrument manufacturer from further performing or reviving restrictive cartel agreements with foreign manufacturers, instituting suits for patent infringement or collecting damages for infringement alleged to have occurred prior to the date of the judgment, or suing to recover from the Alien Property Custodian or his assigns for any claims against named foreign manufacturers. Title to some 136 patents is transferred to the Alien Property Custodian, who shall grant royalty-free licenses. Defendant is directed to issue licenses at reasonable royalties for 144 additional patents.

For plaintiffs: Tom C. Clark, Attorney General, Wendell Berge and John F. Sonnett, Assistant Attorneys General, Herbert A. Berman, Leonard J. Emmerglick, Elliot H. Moyer and Harry Le Roy Jones, Special Assistants to the Attorney General, and Raoul Berger, General Counsel to the Alien Property Custodian.

For defendant: Hughes, Hubbard & Ewing, and Stryker, Tams and Horner (formerly Lindabury, Depue & Faulks).
Meaney, United States District Judge.

Final Judgment

The plaintiff United States of America, having filed its complaint herein on November 19, 1942, and the defendants, except Vincent Bendix, having appeared and filed their answer to such complaint denying the substantive allegations thereof; the plaintiff, Alien Property Custodian, having intervened and filed his complaint herein on February 11, 1946 and the defendant, Bendix Aviation Corporation, having filed its answer to such complaint denying the substantive allegations thereof; and all the parties hereto by their attorneys herein having severally consented to the entry of this final judgment herein without trial or adjudication of any issue of fact or law herein and without admission by the defendants in respect of any such issue;

NOW, THEREFORE, before any testimony has been taken herein, and without adjudication of any issue of fact or law herein or admission by the defendants in respect of any such issue, and upon the consent of all the parties hereto, it is hereby ordered, adjudged and decreed, as follows.

I

[*Jurisdiction and Causes of Action*]

The Court has jurisdiction of the subject matter herein and of all the parties hereto. The complaint of the United States of America herein states causes of action against the defendant Bendix Aviation Corporation under Section 1 of the Act of Congress of July 2, 1890, entitled "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies", being commonly known as the Sherman Act, and under Section 74 of the Act of August 27, 1894 entitled "An Act to reduce taxation and to provide revenue for the Government and for other purposes", as amended by the Act of February 12, 1913, entitled "An Act to amend Sections 73 and 76 of the Act of August 27, 1894", said act being commonly known as the Wilson Tariff Act, and the complaint of the Alien Property Custodian states a cause of action under Section 24 (1) of the Judicial Code, as amended (Title 28, U. S. C. Section 41 (1)), Section 274 (d) of the Judicial Code, as amended (Title 28, U. S. C. Section 400), and Section 17 of the Trading with the Enemy Act of October 6, 1917 (40 Stat. 425; Title 50, Appendix, U. S. C. Section 17).

II

[Definitions]

For the purpose of this judgment:

“Bendix” means Bendix Aviation Corporation, a corporation organized and existing under the laws of the State of Delaware and having its principal place of business at Detroit, Michigan.

“Siemens” means Siemens Apparate and Masohinen Gesellschaft mit beschränkter Haftpflicht, a corporation or association organized under the laws of Germany with a place of business at Berlin, Germany.

“Hakenfelde” means Luftfahrtgeratewerke Hakenfelde Gesellschaft mit beschränkter Haftpflicht, a corporation or association organized under the laws of Germany with a place of business at Berlin, Germany.

“Ottico” means Ottico Meccanica Italiana, a corporation or association organized under the laws of Italy with a place of business at Rome, Italy.

“Tokyo” means Tokyo Keiki Seisakusho, Ltd., a corporation or association organized under the laws of Japan with a place of business at Tokyo, Japan.

“Mitsui” means Mitsui Bussan Kaisha, Ltd., a corporation or association organized under the laws of Japan with a place of business at Tokyo, Japan.

“Zenith Companies” means Societe Generale des Carburateurs Zenith, a corporation or association organized under the laws of Switzerland with a place of business at Geneva, Switzerland; Zenith Carbuiretter Company, Limited, a corporation or association organized under the laws of Great Britain with a place of business at Stanmore, Middlesex, England; Societe du Carburateur Zenith, a corporation or association organized under the laws of France with a place of business at Lavallois-Perret, France; and Societa Anonima Carburatore Zenith, a corporation or association organized under the laws of Italy with a place of business at Turin, Italy.

“Solex Companies” means Societe Anonyme Solex, a corporation or association organized under the laws of France with a place of business at Neuilly-Sur-Seine, France; Solex Limited, a corporation or association organized under the laws of Great Britain with a place of business at London, England; and Societa Anonima Solex, a corporation or association organized under the laws of Italy with a place of business at Milan, Italy.

“Smith” means S. Smith & Sons (Motor Accessories) Limited, a corporation or association organized under the laws of Great Britain with a place of business at Cricklewood, London, England.

“Bosch” means Robert Bosch, G.m.b.H., a corporation or association organized under the laws of Germany with a place of business at Stuttgart, Germany.

“Lucas” means Joseph Lucas, Ltd., a corporation or association organized under the laws of Great Britain with a place of business at Birmingham, England.

“Rotax” means Rotax, Ltd., a corporation or association organized under the laws of Great Britain with a place of business at Willesden Junction, London, England.

“Northern” means Northern Electric Company Ltd., a corporation or association organized under the laws of Canada with a place of business at Montreal, Province of Quebec, Canada.

“Siemens Agreement” means the agreement of December 17, 1936, between Bendix and Siemens.

“Ottico Agreement” means the agreement of January 16, 1937, between Bendix and Ottico.

“Tokyo Agreement” means the agreement of August 14, 1935, between Bendix, Tokyo and Mitsui.

“Zenith Agreement” means the agreement of May 3, 1938, between Bendix, the Zenith Companies and the Solex Companies.

“Smith Agreements” means the agreements of August 21, 1936, and June 7, 1940, between Bendix and Smith.

“Bosch Agreements” means the agreement of October 24, 1935, between Eclipse Aviation Corporation and Bosch and the agreement of July 1, 1939, between Bendix and Bosch.

“Lucas Agreements” means the license and license agreement of December 31, 1932, dated December 6, 1935, between Eclipse Aviation Corporation, Eclipse Machine Company, Bendix and Lucas, together with the supplemental agreement dated November 30, 1935.

“Rotax Agreements” means the agreements of December 31, 1938, and January 1, 1940, between Bendix and Rotax.

“Northern Agreement” means the agreement of March 21, 1940, between Bendix, Rotax and Northern.

“Agreement” as hereinafter used in this judgment in reference to any of the above-defined agreements shall include all amendments, renewals and extensions thereof.

“Patent” or “patent application” shall include continuations, renewals, reissues, divisions and extensions of any such patent or patent application.

III

[Performance of Agreements Enjoined; Provisos]

Bendix, its officers, directors, agents, employees, successors, subsidiaries and assigns, and any person acting or claiming to act under, through or for them, or any of them, are severally enjoined and restrained from the further performance in whole or in part of the Siemens Agreement, the Ottico Agreement, the Tokyo Agreement, the Smith Agreements, the Bosch Agreements, the Lucas Agreements, the Rotax Agreements, the Northern Agreement and the Zenith Agreement; provided, however, that subject to the provisions of Sections V and VI of this judgment, the injunction in this Section III shall not affect or impair rights of the defendant Bendix to prosecute or maintain or to have prosecuted or maintained patent applications existing at the date of this judgment, or to manufacture, use or sell, or to grant sub-licenses, or to collect or pay royalties, under, or to maintain or have maintained, patents or patents issued upon applications, existing at the date of this judgment; and provided further that with respect to the Zenith Agreement the provisions of this Section III against further performance of such agreement shall become effective nine months from the date of the entry of this judgment.

IV

Bendix, its officers, directors, agents, employees, successors, subsidiaries and assigns, and any person acting or claiming to act under, through or for them, or any part of them, are severally enjoined and restrained from adhering to, maintaining, furthering, reviving, or entering into with any person, any agreement both similar to, and relating to any aircraft or marine instrument, device or accessory or any carburetor of the types covered by, the Siemens Agreement, the Ottico Agreement, the Tokyo Agreement, the Zenith Agreement, the Smith Agreements, the Bosch Agreements, the Lucas Agreements, the Rotax Agreements, or the Northern Agreement, the purpose or effect of which is to restrain the foreign or domestic trade or commerce of the United States, its territories or possessions, such as, for example, but without limitation, any contract, combination or conspiracy with any manufacturer to condition any assignment, license or the grant of any immunity under any patent, or the availability of any such assignment, license or immunity, or the granting, securing or availability of any manufacturing information, right or design, or right under a trademark, upon a covenant, agreement or undertaking not to sell, or not to permit the sale of, such an instrument, device or accessory or such a carburetor, for export from or import into the United States or any of its territories or possessions, or for the suppression or prevention of any such import or export.

V

[Patents to Be Transferred to Alien Property Custodian; Grants of Immunity; Licensing]

Bendix, its officers, directors, agents, employees, successors, subsidiaries and assigns, and any person acting or claiming to act under, through or for them, or any of them, are ordered and directed:

(A). To transfer, grant and assign to the Alien Property Custodian, his successors and assigns, all right, title and interest which Bendix and its subsidiaries acquired, hold or claim in, to or under the United States Letters Patent and patent applications listed in Schedule A attached hereto and made a part hereof, for the full unexpired term of said patents and any patents issued on said applications, including, without limitation, any claims to, and any right to acquire, any license, exclusive or non-exclusive, under said patents or patent applications or any patents issued on said applications, and Bendix and its subsidiaries shall forthwith execute all documents necessary to effectuate such transfer, grant and assignment to the Alien Property Custodian in a form which will satisfy the requirements of the United States Patent Office with respect to the recording thereof; provided, that the Alien Property Custodian shall not, for the purpose of this, judgment, be deemed to be a successor or assign of Bendix by reason of the grants, transfers and assignments made by Bendix to the Alien Property Custodian pursuant to this Subsection A of Section V hereof.

(B). To issue to any applicant making written request therefor, to the extent that Bendix and its subsidiaries now have or acquire the power to do so, an unrestricted and unconditional grant of immunity from suit under foreign patents or patents issued on foreign applications for patents, corresponding to the United States Letters Patent or applications for patents listed in Schedule A, to import into and to sell or use, and to have imported, sold or used in any country products made in the United States.

(C). To grant to any applicant making written request therefor, to the extent that Bendix and its subsidiaries now have or acquire the power to do so, a non-exclusive license, sub-license or immunity to manufacture, use and sell under any one or more of the United States Letters Patent and the patents issued under applications for United States Letters Patent, the patent numbers and application numbers of which are listed in Schedule B attached hereto and made a part hereof, without any condition or restriction whatsoever, except that a reasonable and non-discriminatory royalty may be charged and, 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 Bendix only the amount of royalty due and payable and no other information.

(D). To grant to any applicant making written request therefor, to the extent that Bendix and its subsidiaries now have or acquire the power to do so, a non-exclusive grant of immunity from suit under foreign patents or patents issued on foreign applications for patents, corresponding to the United States Letters Patent or applications for patents listed in Schedule B to import into and to sell or use, and to have imported, sold or used, in any country' products made in the United States, without any condition or restriction whatsoever except that a reasonable and non-discriminatory royalty may be charged and, 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 Bendix only the amount of royalty due and payable and no other information.

VI

[Acts Enjoined]

Bendix, its officers, directors, agents, employees, successors, subsidiaries and assigns, and any person acting or claiming to act under, through or for them, or any of them, are severally enjoined and restrained from:

(A). Instituting or threatening to institute, or maintaining, any suit or proceeding for infringement or to collect damages for infringement alleged to have occurred prior to the date of this judgment (1) of any United States Letters Patent listed in, or issued on any application listed in, Schedule A or Schedule B, or (2) of any foreign patent corresponding to a United States Letters Patent or application listed in Schedule A or Schedule B, on account of the importation, use or sale in any country of products made in the United States.

(B). Filing, prosecuting, maintaining, or threatening to file, prosecute or maintain, any suit, claim or proceeding under Section 9 of the Trading with the Enemy Act, as amended, or otherwise, to recover from the Alien Property Custodian or from any successor or assign of the Alien Property Custodian (not including Siemens, Hakenfelde, Bosch, Tokyo, Mitsui, Societa Anonima Solex, Societa Anonima Carburatore Zenith, or Ottico) or from any funds

or assets now in the United States, its territories or possessions vested by or in the custody of the Alien Property Custodian, any sums or damages, including royalties under patent licenses, on account of any claim or cause of action asserted by Bendix against Siemens or Hakenfelde under or in connection with the Siemens agreement, against Ottico under or in connection with the Ottico agreement, against Bosch under or in connection with Bosch agreements, against Tokyo or Mitsui under or in connection with the Tokyo agreement, or against Societa Anonima Carburatore Zenith or Societa Anonima Solex under or in connection with the Zenith agreement; provided, however, that this Subsection (B) of Section VI shall not affect any suit, claim or proceeding by Bendix to recover from any such funds or assets if the Alien Property Custodian or his successor is authorized, and administratively determines or is directed, to return such funds or assets to Siemens, Hakenfelde, Ottico Bosch, Tokyo, Mitsui, Societa Anonima Solex or Societa Anonima Carburatore Zenith even if such funds or assets are at the time in the possession of the Alien Property Custodian or his successors.

(C). Filing, prosecuting, maintaining, or threatening to file, prosecute or maintain, any suit, claim or proceeding under Section 9 of the Trading with the Enemy Act, as amended, or otherwise, for the purpose of claiming or recovering any right, title or interest in, to or under any patent or patent application listed in Schedule A, or to any proceeds therefrom derived from any source, and from asserting or claiming, in any suit or action at law or otherwise, any right or rights which are directly or indirectly based upon any such patent or patent application, except any rights based upon any patent license or immunity which Bendix might acquire pursuant to Section VII of this judgment; provided, however, that this Subsection (C) of Section VI shall not affect any right of Bendix in defending against any future claim by Siemens, Hakenfelde, Bosch, Tokyo, Mitsui, Societa Anonima Solex. Societa Anonima Carburatore Zenith or Ottico, or any successor or assign of any of such companies except the Alien Property Custodian, or his successors and assigns, to ownership or control of any patents or patent applications listed in Schedule A.

VII

[Title to Patents in Alien Property Custodian; Licensing]

(A). It is adjudged and decreed that all right, title and interest in, to and under the patents and patent applications listed in Schedule A are in the Alien Property Custodian. Subject to the provisions of Subsection (B) of this Section VII, and Section VIII, this judgment shall not be deemed to determine, prejudice or affect the position of the Alien Property Custodian, or his successors and assigns with respect to any right or claim of the Alien Property Custodian or his successors and assigns with respect to his ownership of or right to any property including ownership of, or right to issue licenses or immunities under, any patent, patent application, process, design or invention now or hereafter vested in him, or his right or claim to vest, sell or otherwise to dispose of any property including any patent, patent application, process, design or invention, pursuant to the provisions of the Trading with the Enemy Act, as amended, and in accordance with his policy in the administration thereof, or any right or claim of the Alien Property Custodian to patent royalties or payments; or with respect to any defense by counterclaim or otherwise which the Alien Property Custodian may have to any claim filed pursuant to Section 9 of the Trading with the Enemy Act, as amended, or otherwise filed or asserted against the Alien Property Custodian or property now or hereafter vested in him or in his custody; provided, however, that, subject to the provisions of Section VI of this judgment, this judgment shall also not be deemed to determine, prejudice or affect any right of Bendix to contest the assertion by the Alien Property Custodian, or his successors and assigns, of any such right or claim.

(B). A royalty-free, non-exclusive, unconditional and unrestricted license or immunity under any one or more of the United States Letters Patent and patents issued under application for United States Letters Patent, the patent numbers and application numbers of which are listed in Schedule A, shall be granted by the Alien Property Custodian, his successors and assigns, and by the owner of any right or power to license or grant any immunity thereunder, to any applicant (including Bendix) making written request therefor; provided, that so long as ownership of said patents and patent applications or such right or power is vested in the United States, the department, agency or officer duly authorized to administer them may, upon a determination that the national interest so requires, withhold, and upon sale or other disposition of any interest in such patents or patent applications, require any subsequent owner thereof to withhold, licenses or immunity thereunder from any

corporation or other business organization organized under the laws of or having its principal place of business in Germany or Japan, or individuals who are subjects, citizens or residents thereof, or any corporation, business organization or individual acting for or on behalf of any such German or Japanese corporation, business organization or subject, citizen or resident of Germany or Japan, or from any person named in "The Proclaimed List of Certain Blocked Nationals" or any similar list; and provided, further, that any license issued by a duly authorized department, agency, or officer of the United States may contain the terms and conditions set forth in the form annexed hereto and marked Exhibit C.

VIII

[Rights, Claims Between Bendix and Alien Property Custodian; Licensing]

Subject to the provisions of Subsection (B) of Section VI of this judgment, this judgment shall not be deemed to determine, prejudice or affect, as between Bendix and the Alien Property Custodian, his successors and assigns, any right or claim, relating to any patent or patent application listed in Schedule B, or arising out of or connected with the Zenith agreement; provided, however, that in any event Bendix shall be entitled on request to receive from the Alien Property Custodian, his successors and assigns, a royalty-free, non-exclusive, unconditional and unrestricted license or immunity, of the kind specified in Subsection (B) of Section VII, under any patent or patent application listed in Schedule B, if and to the extent that such patents, or patent applications shall have been vested by the Alien Property Custodian.

IX

[Access of Department of Justice to Records and Interviews; Reports]

For the purpose of securing compliance with this judgment, and for no other purpose, and subject to any legally recognized privilege, duly authorized representatives of the Department of Justice shall, on the written request of the Attorney General, or an Assistant Attorney General, and on reasonable notice to Bendix be permitted (1) reasonable access, during the office hours of Bendix, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession of or under the control of Bendix, relating to any of the matters contained in this judgment; (2) without restraint or interference from Bendix, to interview its officers or employees, who may have counsel present, regarding any such matters; and Bendix, on such request, shall submit such reports, on applications for licenses and licensing under Section V of this judgment, or with respect to any relationship with Siemens, Hakenfelde, Ottico, Tokyo, Mitsui, any of the Zenith companies; any of the Solex companies, Smith, Bosch, Lucas, Rotax and Northern, as may from time to time be reasonably necessary for the enforcement of this judgment; provided, however, that information obtained by means permitted in this Section IX 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 in which the United States of America is a party or as otherwise required by law.

X

[Jurisdiction Retained]

Jurisdiction of this cause is retained 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.

SCHEDULE A

Siemens Patents

Number	Inventor	Expiration Date
1,709,457	Boykow	4/16/46
1,721,853	"	7/22/46
1,764,714	"	6/17/47
1,801,947	"	4/21/48

1,801,948	"	4/21/48
1,869,840	"	8/ 2/49
1,885,578	"	11/ 1/49
1,890,293	Hort	12/ 6/49
1,931,282	Boykow	10/17/50
1,940,387	"	12/19/50
1,973,042	"	9/11/51
1,996,055	"	4/ 2/52
1,997,412	Fischel	4/ 9/52
2,003,929	"	6/4/52
2,003,930	"	6/ 4/52
2,004,662	Junkers	6/11/52
2,005,530	Boykow	6/18/52
2,008,058	"	7/16/52
2,014,965	Fischel	9/17/52
2,016,857	"	10/ 8/52
2,029,700	Boykow	2/4/53
2,039,878	"	4/ 5/53
2,046,998	"	7/ 7/53
2,051,837	Fischel	8/25/53
2,069,605	"	2/ 2/54
2,108,766	Fischer, et al.	2/15/55
2,110,622	Fischel	3/ 8/55
2,115,498	Rieper	4/26/55
2,133,670	Schuchmann	10/18/55
2,134,132	Koster	10/25/55
2,137,942	"	11/22/55
2,137,974	Fischel	11/22/55
2,142,516	Koster	1/ 3/56
2,151,976	"	3/28/56
2,156,976	Fischel	5/2/56
2,158,584	Koster	5/16/56
2,159,142	Fischer	5/23/56
2,160,970	Koster	6/ 6/56
2,161,510	Fischel	6/ 6/56
2,162,862	Protzen	6/20/56
2,163,496	Plotz	6/20/56
2,163,528	Lauck	6/20/56
2,167,077	Koster	7/25/56
2,167,412	Baesecke	7/25/56
2,167,421	Jann, et al.	7/25/56
2,1671,422	Langgasser	7/25/56
2,168,106	Saur	6/ 1/56
2,175,627	Fischel et al.	10/10/56
2,175,631	Koster	10/10/56
2,178,306	Lauck	10/31/56
2,179,179	Fischel et al.	11/ 7/56
2,182,534	Brandt	12/ 5/56
2,182,727	Klein	12/ 5/56
2,188,606	Koster	1/30/57
2,188,628	Freystedt	1/30/57
2,139,475	Saur	2/ 6/57
2,190,390	Thiry	2/13/57
2,190,391	"	2/13/57
2,191,055	Wenzky	2/20/57
2,191,250	Fischel	2/20/57

2,197,890	Koster	4/23/57
2,197,898	Roland et al.	4/23/57
2,200,030	Lauck	5/7/57
2,202,955	Langgasser	6/ 4/57
2,203,061	Schmettow	6/ 4/57
2,203,460	Fleber	6/ 4/57
2,204,292	Barth	6/11/57
2,205,548	Volkman	6/25/57
2,207,850	Brandt	7/16/57
2,207,875	Roland	7/16/57
2,209,735	Lauck	7/30/57
2,211,377	Langgasser et al.	8/13/57
2,213,357	Barth	9/ 3/57
2,217,254	Langgasser	10/ 8/57
2,217,255	Lauck	10/ 8/57
2,219,964	Roland	10/29/57
2,219,967	Thiry	10/29/57
2,219,985	Fischel	10/29/57
2,219,998	Marggraf	10/29/57
2,220,055	Fischel	10/29/57
2,221,144	Langgasser	11/12/57
2,222,754	Von Freydlorf	11/26/57
2,222,886	Voigt	11/26/57
2,225,014	Lauck, et al.	2/17/57
2,225,568	Obermeier	12/17/57
2,226,902	Fischel	12/31/57
2,230,537	Heuschmann	2/ 4/58
2,231,439	Dudenhausen	2/11/58
2,233,844	Mellin	3/ 4/58
2,234,326	Tiebel	3/11/58
2,236,340	Marggraf	3/25/58
2,237,077	Lauck	4/ 1/58
2,237,225	Heuschmann	4/1/58
2,237,719	Tiebel	4/ 8/58
2,238,532	Nothe	4/15/58
2,241,499	Barth	5/13/58
2,245,478	Jann, et al.	6/10/58
2,245,493	Nothe	6/10/58
2,246,738	Lauck	6/24/58
2,247,983	Barth	7/1/58
2,249,901	Kodal	7/22/58
2,252,059	Barth	8/12/58
2,252,330	Nothe	8/12/58
2,253,119	Goerth	8/19/58
2,255,188	Rieper	9/ 9/58
2,255,560	Feiber et al.	9/9/58
2,257,031	Barth	9/23/58
2,262,173	Fischer	11/11/58
2,269,374	Kuhneman	1/ 6/59
2,270,999	Fielitz et al.	1/27/59
2,272,574	Nothe	2/10/59
2,273,600	Specht	2/17/59
2,274,443	Fischer	3/24/59
2,278,379	Koster	3/31/59
2,278,396	Saur	3/31/59
2,278,846	Goerth	4/ 7/59

2,283,720	Brandt	5/19/59
2,283,746	Lohs	5/19/59
2,287,754	Barth	6/23/59
2,287,755	"	6/23/59
2,289,330	Fischer et al.	7/ 7/59
2,289,673	Neumeister et al.	7/14/59
2,290,232	Fischer	7/21/59
2,292,451	Koster	8/11/59
2,294,206	Rehm et al.	8/25/59
2,300,562	Freystedt	11/3/59
2,328,747	Schweidler	12/ 7/60
2,338,979	Steinbach	1/11/61
2,340,524	Fischel et al.	2/1/61
2,365,439	Schulze	12/19/61
Re 21,770	Fischel et al.	4/15/58

Siemens Patent Applications

Number	Inventor	Expiration Date
728,644	Fischel et al.	6/ 2/34
113,589	Lauck	12/ 1/36
135,129	Koster	4/ 5/37
147,608	Fischel	6/11/37
148,818	Klaus	6/17/37
164,086	Fischel et al.	9/15/37
165,601	Fischel	9/24/37
168,530	Langgasser et al.	10/11/37
168,678	Lauck	10/12/37
176,370	Fieber	11/24/37
177,836	List	12/ 2/37
178,002	Fischel	12/3/37
191,555	Langgasser	2/19/38
200,204	Scholz et al.	4/ 5/38
203,949	Klein	11/23/38
207,639	Lauck	5/12/38
211,962	Roland	6/ 4/38
214,156	Langgasser	6/16/38
228,061	Barth	9/ 1/38
242,392	Rohll	11/25/38
247,524	Blattmann	12/23/38
258,116	Brandt	2/23/39
285,450	Fieber et al.	7/19/39
285,510	Nothe et al.	7/21/39
288,670	Sachade	8/ 5/39
298,514	Roland	10/ 7/39
303,734	Fischer	11/10/39
325,062	Thiry et al.	3/20/40
335,638	Lohs	5/16/40
341,211	Winchel	6/18/40
344,580	Gebhardt et al.	7/ 9/40
346,060	Klein	7/17/40
381,604	Lauck	3/ 3/41

Ottico Patents

Number	Inventor	Expiration Date
1,733,234	Nistri	10/29/46

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1,940,434 " 12/19/50

Ottico Patent Applications

Ottico Patent Applications

Number	Inventor	Expiration Date
* 124,358	Nistri	2/ 6/37

* Signifies applications which have been abandoned

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SCHEDULE B

Zenith Patents

Number	Inventor	Expiration Date
1,419,993	Taylor	6/20/39
1,465,668	Heftier	8/21/40
1,472,000	Ferris	10/23/40
1,505,763	Baverey	8/19/41
1,510,293	"	9/30/41
1,532,697	Heftier	4/7/42
1,543,975	Baverey	6/30/42
1,553,130	"	9/ 8/42
1,562,806	Taylor	11/24/42
1,567,043	Boischevalier	12/29/42
1,586,648	Boulade	6/1/43
1,631,716	Baverey	6/ 7/44
1,631,721	Boischevalier	6/7/44
1,652,859	Heftler	12/13/44
1,653,628	"	12/27/44
1,688,326	Boulade	10/23/45
1,740,221	"	12/17/46
1,750,889	Heftler	3/18/47
1,782,027	Boulade	11 /18/47
1,791,949	"	2/10/48
1,797,399	"	3/24/48
1,806,280	"	5/19/48
1,814,804	Heftler	7/14/48
1,822,401	"	9/8/48
1,874,233	Boulade	8/30/49
1,893,896	Heftler	1/10/50
1,897,742	Viel	2/14/50
1,906,278	Montgomery	5/ 2/50
1,929,266	Viel	10/ 3/50
1,955,037	"	4/17/51
2,013,932	"	9/10/52
2,068,938	"	1/26/54
2,081,741	Lichtenstein et al.	5/25/54
2,092,685	Viel	9/ 7/54
2,093,218	Thieulin et al.	9/15/54
2,144,017	Gistucci	1/19/56
2,156,115	Gistucci et al.	4/25/56
2,156,132	Thieulin	4/25/56
2,160,067	Gistucci et al.	5/30/56
2,168,958	Lichtenstein	8/ 8/56

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2,173,181	"	9/19/56
2,197,476	"	4/16/57
2,226,345	Lozivit	12/24/57
2,227,267	"	12/31/57
2,233,319	"	2/25/58
2,234,001	Gistucci	3/4/58
2,269,275	Lichtenstein	1/ 6/59
2,267,276	"	1/ 6/59
2,267,277	"	1/ 6/59
2,291,048	"	7/28/59
2,297,550	Gistucci	9/29/59

Zenith Patent Applications

Number	Inventor	Expiration Date
742,959 *	Bernard	9/ 6/34
53,187 *	Gistucci	12/ 6/35
87,092 *	"	6/24/36
Number	Smith Patents	Expiration Date
1,723,757	Addison et al.	8/ 6/46
1,821,870	Addison	9/ 1/48
1,837,066	Portham	12/15/48
1,856,364	Watson	5/ 3/49
1,898,348	Dorer	2/21/50
1,959,987	Nash	5/22/51
1,967,157	Thorton-Norris	7/17/51

* Signifies applications which have been abandoned

SCHEDULE B— continued

Smith Patents

Number	Smith Patents	Expiration Date
2,006,682	Mayers	7/ 2/52
2,017,183	Nutsford	10/15/52
2,036,229	Moss	4/ 7/53
2,140,579	Gray	12/20/55
2,199,290	Moss	4/30/57
2,220,457	"	11/ 5/57
2,232,518	Everitt	2/18/58
2,253,341	"	8/12/58
2,272,604	"	2/10/59
2,276,734	Meredith	3/17/59
2,277,632	Butler	3/24/59
2,279,861	Davis	4/14/59
2,285,856	Everitt	6/ 9/59
2,334,116	Meredith	11/ 9/60
Re 22,184	Everitt	1/31/56
<i>Lucas-Rotax Patents</i>		
2,165,196	Massey-Allen	7/11/56
2,256,292	Ramsay	9/16/58
2,259,213	"	10/14/58
2,330,320	Watson	9/28/60
2,348,298	Hulbert	5/9/61
2,351,682	Hendry et al.	6/20/61
2,356,676	Laird	8/22/61

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2,357,561	Tatlow	10/5/61
2,378,791	Robinson et al.	6/19/62
2,385,678	Baines	9/25/62
2,379,004	Hulbert et al.	6/26/62
2,390,338	Tatlow et al.	12/ 4/62

Lucas-Rotax Patent Applications

Number	Smith Patents	Expiration Date
444,949	Laird	5/29/42
534,923	Hulbert	5/10/44
571,337	Heal	1/ 4/45
600,345	Hendry et al.	6/19/45
629,720	Levy	11/19/45

Bendix Patents

Number	Smith Patents	Expiration Date
2,152,635	Crane	4/ 4/56
2,162,308	Jenny	6/13/56
2,147,108	Ryisky	2/14/56
2,127,833	"	8/23/55
2,147,962	Bevins	2/21/56
2,161,531	Ryisky	6/ 6/56
2,127,831	Reichel	8/23/55
2,197,922	Cerstvik	4/23/57
2,142,338	Sidwell	1/ 3/56
2,189,375	Sylvander	2/6/57
2,166,603	Menzer	7/18/56
2,178,799	Loen	11/ 7/56
2,144,696	Weniger	1/24/56
2,215,565	Ryisky et al.	9/24/57
2,132,573	Reichel	10/11/55
2,130,367	Rylsky	9/20/55
2,205,544	"	6/25/57
2,347,134	Sidwell	4/18/61
2,214,181	Rylsky	9/10/57
2,259,910	"	10/21/58
2,188,821	"	1/30/57
2,246,741	Loen	6/24/58
2,206,018	Bechberger	7/2/57
2,240,680	Stuart	5/ 6/58
2,260,766	Bjong	10/28/58

Bendix Patents

Number	Smith Patents	Expiration Date
2,127,735	Hunt	8/23/55
2,031,709	"	2/25/53
2,051,820	Chandler	8/25/53
2,156,104	Barfod	4/25/56
2,156,129	Smith	4/25/56
2,273,979	Mock	2/24/59
2,212,926	Wirth	8/27/57
2,212,946	Mock et al.	8/27/57
2,215,683	Wirth	9/24/57
2,281,126	Willits	4/28/59
2,281,124	Westcott	4/28/59
2,345,168	Wirth et al.	3/28/61
2,347,427	Mock et al.	4/25/61
2,313,249	Lum	3/ 9/60
2,322,109	Bimberg	6/15/60

2,328,763	Winkler	9/ 7/60
2,328,764	Wirth	9/ 7/60
2,376,732	Strebinger	5/22/62
2,390,019	Winkler	11/27/62
3,116,277	Bechberger	8/22/56

Bendix Patent Applications

Number	Smith Patents	Expiration Date
357,860	Wirth	9/23/40
437,345	Wirth and Lum	4/ 1/42
413,432	Sutton et al.	10/ 3/41
445,864	Sloane et al.	6/ 5/42
451,548	Thompson	7/20/42
476,263	Winkler	2/18/43
499,987	Barfod	8/25/43
435,255	Pross	3/19/42
524,534	Mock	3/ 1/44
547,057	Wirth	7/28/44

Form APC-30 (Rev)

March 1944

EXHIBIT C

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James E. Markham,

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By

Chief, Div. of Patent Administration.

Chief, Licensing Section.

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SCHEDULE A

Pat. No. or Serial No.	Inventor & Title of Invention	Issue Date or Filing Date	Vesting Order No.
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ast Signifies applications which have been abandoned

- * Subject to the terms and provisions of the judgment entered February 13, 1946 in the District Court of the United States for the District of New Jersey in Civil Action No. 2531, entitled *United States of America & Alien Property Custodian v. Bendix Aviation Corporation*.