

**APPENDIX B:**

UNITED STATES v. TECHNICOLOR INC., ET AL.

CIVIL NO. 7507-WM

JUDGMENT AGAINST TECHNICOLOR DEFENDANTS  
ENTERED FEB. 28, 1950



William C. Dixon, Special Assistant to the Attorney General  
James M. McGrath, Special Attorney  
Nora B. Padway, Special Attorney  
Antitrust Division  
Department of Justice  
1602 U. S. Postoffice and Courthouse  
Los Angeles 12, California  
Madison 7411, Extension 285

Attorneys for the Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA  
CENTRAL DIVISION

UNITED STATES OF AMERICA,

Plaintiff

v.

TECHNICOLOR, INC., TECHNICOLOR  
MOTION PICTURE CORPORATION,  
and EASTMAN KODAK COMPANY,

Defendants

Civil Action No. 7507-WM

FILED Feb. 28, 1950

FINAL JUDGMENT AGAINST DEFENDANTS  
TECHNICOLOR, INC. AND  
TECHNICOLOR MOTION PICTURE CORPORATION

Plaintiff, United States of America, having filed its complaint herein on August 18, 1947, and defendants Technicolor, Inc. and Technicolor Motion Picture Corporation (hereinafter called Technicolor), by their attorneys, having appeared and filed their answer to such complaint denying the substantive allegations thereof, and having 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 said defendants in respect to any such issue;

NOW THEREFORE, before any testimony has been taken and without trial or adjudication of any issue of fact or law herein, and upon

William C. Dixon, Special Assistant to the Attorney General  
James H. McGrath, Special Attorney  
Nora B. Padway, Special Attorney  
Antitrust Division  
Department of Justice  
1602 U. S. Postoffice and Courthouse  
Los Angeles 12, California  
Madison 7411, Extension 285

Attorneys for the Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA  
CENTRAL DIVISION

UNITED STATES OF AMERICA,

Plaintiff

v.

TECHNICOLOR, INC., TECHNICOLOR  
MOTION PICTURE CORPORATION,  
and EASTMAN KODAK COMPANY,

Defendants

Civil Action No. 7507-WM

FILED Feb. 28, 1950

FINAL JUDGMENT AGAINST DEFENDANTS  
TECHNICOLOR, INC. AND  
TECHNICOLOR MOTION PICTURE CORPORATION

Plaintiff, United States of America, having filed its complaint herein on August 18, 1947, and defendants Technicolor, Inc. and Technicolor Motion Picture Corporation (hereinafter called Technicolor), by their attorneys, having appeared and filed their answer to such complaint denying the substantive allegations thereof, and having 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 said defendants in respect to any such issue;

NOW THEREFORE, before any testimony has been taken and without trial or adjudication of any issue of fact or law herein, and upon

consent of the plaintiff, United States of America, and defendants Technicolor, Inc. and Technicolor Motion Picture Corporation, it is hereby

ORDERED, ADJUDGED, AND DECREED as follows:

I

This Court has jurisdiction of the subject matter of this action and of the parties to this Judgment; the complaint and amended complaint state a cause of action against each of the defendants, Technicolor, Inc. and Technicolor Motion Picture Corporation, 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", said act being commonly known as the Sherman Act, and under Section 3 of the Act of Congress of October 15, 1914, as amended, entitled "An Act to Supplement Existing Laws Against Unlawful Restraints and Monopolies, and for Other Purposes", said act being commonly known as the Clayton Act.

II

As used in this Judgment:

A. "Technicolor" refers to Technicolor, Inc., a corporation organized and existing under the laws of the State of Delaware, and the Technicolor Motion Picture Corporation, a corporation organized and existing under the laws of the State of Maine.

B. "Person" means any individual, partnership, firm, corporation, association, trustee, or any other business or legal entity.

C. The word "processing" means development, duplication, and all other treatment of negative film after exposure, and the printing of positive film, finishing of positive film prints, and all other treatment of positive film.

D. "Manufacturing motion picture prints in color" includes any one or all of the following operations performed in the making of color motion picture film for commercial exhibition in theatres and for industrial, scientific, advertising, and educational purposes:

(1) Furnishing negative or positive film;

- (2) Furnishing color consultant services;
- (3) Photographing;
- (4) Processing film; and
- (5) Furnishing positive film prints of motion pictures in color.

E. "Technicolor Agreements" means the following contracts and agreements:

The agreement dated June 25, 1934, between Technicolor Motion Picture Corporation, Technicolor, Inc., and defendant Eastman Kodak Company (hereinafter called Kodak), attached to the complaint herein as Exhibit "A";

The agreement dated December 14, 1945, between Technicolor Motion Picture Corporation, Technicolor, Inc., and Kodak, attached to the complaint herein as Exhibit "B";

The agreement dated April 5, 1938, between Technicolor Motion Picture Corporation and Kodak, attached to the complaint herein as Exhibit "C";

The agreement dated January 2, 1942, between Technicolor Motion Picture Corporation and Kodak, attached to the complaint herein as Exhibit "D";

The agreement dated October 22, 1936, between Technicolor Motion Picture Corporation, Technicolor, Inc., and Kodak, attached to the complaint herein as Exhibit "E".

F. "The Technicolor three-strip camera" means a special camera built by or for Technicolor in which a beam-splitter prism passes some light to one record negative and reflects the remaining light to a film sandwich, consisting of the two remaining record negatives.

G. "Monopack" photography means photography in which separate emulsions are contained on the same side of a single film base and are exposed simultaneously in a motion picture camera normally suitable for photographing black-and-white pictures.

H. "Technicolor products, materials, services or facilities" mean

those products, materials, services or facilities which are regularly supplied by Technicolor to its customers for use in manufacturing motion picture prints in color.

I. "Patents" means all United States letters patent relating to the manufacture of motion picture prints in color and applications for such letters patent, and patents issued upon such applications, and renewals, reissues, divisions, and extensions thereof, owned or controlled by Technicolor or under which Technicolor has the power to issue licenses or sublicenses.

### III

The provisions of this judgment applicable to Technicolor shall apply to Technicolor's officers, agents, directors, employees, subsidiaries, successors and assigns, and any person acting or claiming to act under, for or through Technicolor.

### IV

A. Technicolor is hereby ordered and directed to grant to each applicant making a written request therefor a non-exclusive and unrestricted license, for which Technicolor shall receive no royalty or other compensation, to make, use and vend under any, some, or all of the claims of the patents listed and enumerated in schedule A attached hereto and made a part hereof.

B. Technicolor is hereby ordered and directed to grant to each applicant making a written request therefor, a non-exclusive and unrestricted license, for which Technicolor may charge a reasonable and non-discriminatory royalty, to make, use and vend under:

- (1) Any, some or all of the patents listed in schedule B, attached hereto and made a part hereof.
- (2) Any patents issued to or acquired by Technicolor within the period ending November 28, 1953.

### V

A. Technicolor is hereby enjoined and restrained from

(1) Making any assignment, sale, or other disposition of any of the patents referred to in Section IV of this judgment which would deprive it of the power or authority to grant the licenses referred to in said Section, unless it requires, as a condition of such assignment, sale, or other disposition, that the purchaser, transferee, or assignee, shall observe the requirements of Sections IV, V and VI of this judgment 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 said Sections of this judgment; or

(2) Acquiring within five years from the date of this judgment, any licenses under any patents or patent applications which relate to the manufacture of motion picture prints in color, unless such license gives Technicolor the right to grant sublicenses under said patents, or unless the licensor agrees to license others, in which latter event, a copy of said agreement by the licensor to license others shall be forwarded by Technicolor to the Attorney General, and by Technicolor or the licensor to the United States Patent Office at Washington, D. C. for incorporation in the Register of Patents Available for Licensing.

B. Any license granted by Technicolor pursuant to the provisions of this judgment:

- (1) Must refer to and identify this judgment;
- (2) May provide that the license be nontransferable;
- (3) Must provide that the licensee shall have the benefit of any more favorable terms granted other licensees licensed under this judgment under the same terms effective as of the time such more favorable terms are granted;
- (4) Must provide, if the licensee so requests, that the licensee may cancel the license at any time after one year from the initial date thereof by giving thirty (30) days' notice in writing to the licensor;

(5) Where a royalty is charged,

a. may make reasonable provision for inspection of the books and records of the licensee by an independent auditor who shall report to the licensor only the amount of the royalty due and payable, and

b. may make reasonable provision for cancellation of the license upon failure of the licensee to pay the royalties or to permit the inspection of his books and records as hereinabove provided.

C. Upon receipt of a written request in good faith for a license under the provisions of Section IV-B, Technicolor shall advise the license applicant, in writing, of the royalty which it deems reasonable for the claim or claims of the patent or patents to which the request pertains. If the parties are unable to agree upon a reasonable royalty within sixty (60) days after receipt of such request for a license by Technicolor, the license applicant may forthwith apply to this Court by serving on Technicolor and filing in this action a petition for determination of a reasonable royalty. Upon receipt of notice of the filing of such court application, Technicolor shall promptly give notice thereof to the Attorney General. In any such court proceeding, the burden of proof shall be on Technicolor to establish the reasonableness of the royalty requested by it, and the reasonable royalty rates, if any, as determined by a final judgment or order shall apply to and be paid by the license applicant and shall apply to and be paid by all other licensees under this judgment under the same claim or claims of the same patent or patents. During said sixty (60) day period, and pending the final disposition of any such court proceeding, the applicant shall have full rights to become and act as a licensee under the said patent claim or claims to which his application under Section IV-B pertains without payment of royalty, but subject to the final judgment and order of the Court in such proceeding, and further subject to the following



provision: Technicolor may apply to the Court to fix and require to be paid or otherwise secured, an interim royalty rate pending final determination of what constitutes a reasonable royalty. If the Court fixes such interim royalty rate, Technicolor shall then issue and the Court applicant shall accept a license, or, as the case may be, a sublicense, providing for the periodic payment of royalties at such interim rate from the date of the filing of such court application by the applicant. If the court applicant fails to execute a license for the payment of royalties determined by the Court or fails to pay any interim or other royalty or to perform any other condition stipulated by the Court, in accordance therewith, such action shall be ground for the dismissal of his application and for the rescission of any and all of the applicant's rights under this judgment. Where an interim license or sublicense has been issued pursuant to this subsection, or where the applicant has exercised any right under any patent hereunder, reasonable royalty rates, if any, as finally determined by the Court, shall be retroactive for the applicant and for all other licensees under this judgment at the option of such licensees, under the same claim or claims of the same patent or patents, to the date the applicant files his application with the Court.

D. Nothing herein shall prevent any applicant or licensee from attacking at any time the validity or scope of any of said patents nor shall this judgment be construed as imputing any validity or value to any of said patents.

#### VI

Defendant Technicolor is enjoined and restrained from instituting or threatening to institute, or maintaining or continuing any action, suit or proceeding for acts of infringement of any patent referred to in Section IV of this judgment occurring prior to the date of this judgment.

#### VII

A. Technicolor is hereby ordered and directed to furnish to each

licensee licensed under any Technicolor patent or patents pursuant to Section IV-B of this judgment, who shall make a written request therefor during the term of his license:

(1) A manual or equivalent statement in writing describing the methods and technical information known to and used by Technicolor in its commercial practice of manufacturing motion picture prints in color at the date of the entry of this judgment which are relevant to the practice of such licensed patents;

(2) Annual supplements thereto requested on or after January 1, 1951, and on or after each January 1 thereafter to and including January 1, 1957, by licensees operating under such patent or patents, describing any additional methods and technical information relevant to the practice of the licensed patents and known to and used by Technicolor respectively on January 1, 1951, and on January 1 of each year thereafter to and including January 1, 1957, in its commercial practice of manufacturing motion picture prints in color.

B. The manuals or equivalent statements required to be made available under the provisions of subsection A of this Section shall be made available at a charge not to exceed a reasonable compensation for work or costs directly incurred by Technicolor in making them available.

#### VIII

The Technicolor agreements are hereby declared to be terminated and Technicolor is hereby enjoined and restrained:

A. From their performance, enforcement, renewal, or revival.

B. From entering into, adhering to, maintaining or furthering, directly or indirectly, any contract, agreement, understanding, plan, program, or course of conduct with any person or persons for the purpose or with the effect of continuing, reviving or renewing any of said agreements.

#### IX

Technicolor is hereby enjoined and restrained from conditioning

the availability of any Technicolor material, product, services or facilities upon; and from fixing a price therefor, or a rebate upon or discount from such price upon; and from discriminating against any purchaser or user of Technicolor materials, products, services or facilities because of; the procurement or use of,

- a. any motion picture cameras,
- b. any unexposed film,
- c. any release prints,

from Technicolor or procured from any source designated by Technicolor.

X

Technicolor is hereby ordered and required:

A. To furnish at a nominal charge, to any applicant licensed under any patent or patents referred to in Section IV of this Judgment, a copy of the detailed specifications, blue prints and plans of the Technicolor three-strip camera and its construction used by Technicolor or others manufacturing said camera for Technicolor within one year prior to and at the date of the entry of this Judgment.

B. To have two Technicolor three-strip cameras, and equipment and accessories thereto available for rental, and to rent one or both such cameras together with the equipment and accessories thereto, to any person for the purpose of photography of photoplays and at a reasonable cash rental. Technicolor may require as a condition for the rental of each of said two cameras:

- (1) That such camera equipment and accessories be returned to Technicolor in good condition, ordinary wear and tear excepted;
- (2) Assurances of adequate indemnification against loss or damage to the camera, and equipment and accessories thereto;
- (3) That a Technicolor camera technician be engaged at regular rates to accompany such camera.

This subsection shall become effective one year from the date of the entry of this Judgment.

C. To use in any camera owned or controlled by Technicolor any suitable negative film specified or furnished by any person.

D. To process for any person, through all of the stages necessary to obtain and deliver answer prints, reels of not less than 800 screen feet of undeveloped negative film, including monopack type film, exposed in any camera, and to manufacture for any person motion picture release prints in color at non-discriminatory prices, terms and conditions, whenever the film is suitable for processing by the methods employed by Technicolor at the time in its commercial operations and Technicolor has facilities available to process said film without interrupting or postponing any work which may then have been scheduled by Technicolor. Technicolor may require any person to identify the specific things done or furnished by Technicolor by a reference thereto in one of the titles or subtitles of the prints released for exhibition and in the advertising of the photoplay concerned, provided that appropriate and non-discriminatory reference is permitted as to other contributions to the manufacturing of said motion picture prints in color of said photoplay.

XI

A. Nothing contained in this Judgment shall be construed to authorize any non-permitted use of the word "Technicolor" by persons other than Technicolor, or to create in any person other than the plaintiff any rights or claims against Technicolor other than the right to apply to this Court on notice to Technicolor for such equitable relief as this Court may deem proper to effectuate the purposes of this Judgment. The furnishing of information by Technicolor hereunder shall not create any insurance or warranty on its part with respect to quality, yield, production, cost, profit, or availability of film or any responsibility on its part as to damage, spoilage, accident, or injury to person or property.

B. The provisions of this judgment shall be limited to transactions in or affecting commerce as defined in Section 1 of the Clayton Act.

XII

Within thirty (30) days after the effective date of this judgment Technicolor shall advise in writing each person with whom it then has a contract for the production of any photoplay that such person may at his option within thirty (30) days thereafter cancel any existing contract except as to motion pictures for which photography has commenced or has been completed.

XIII

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 the Assistant Attorney General in Charge of the Antitrust Division, and on reasonable notice to Technicolor be permitted:

A. Access, during office hours of Technicolor, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession of or under the control of Technicolor relating to any of the subject matter of this judgment;

B. Subject to the reasonable convenience of Technicolor and without restraint or interference from it, to interview officers or employees of Technicolor, who may have counsel present, regarding any such matters; and upon such written request of the Attorney General or the Assistant Attorney General in Charge of the Antitrust Division, Technicolor shall submit such reports concerning matters directly related to compliance with this judgment as may from time to time be reasonably necessary to check compliance with the provisions of this judgment or which otherwise may be directly related to matters prohibited or required to be done under the terms of this judgment, provided, however, that information obtained by the means permitted in this Section 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 for the purpose of securing compliance with this judgment, or as otherwise required by law.

XIV

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

XV

Upon sixty (60) days' written notice to Technicolor, the plaintiff may file a petition with the Court at any time after five years following the date of this judgment asking that the Court determine and adjudge whether at that time defendant is monopolizing or is party to an unlawful monopoly of any part of the trade or commerce in manufacturing motion picture prints in color among the several States or with foreign nations, and that the Court may award such relief as is appropriate. This judgment shall not be construed to bar the Government from prosecuting, civilly or criminally, any charge involving a new violation of the antitrust laws.

XVI

This judgment shall not become effective until ninety (90) days after the date of entry hereof.

/s/ WM. C. MATHES  
United States District Judge

Dated:

February 28, 1950.

We hereby consent to the entry of the foregoing Final Judgment:

For the Plaintiff:

/s/ HERBERT A. BERGSON  
HERBERT A. BERGSON  
Assistant Attorney General

/s/ WILLIAM C. DIXON  
WILLIAM C. DIXON  
Special Assistant to  
the Attorney General

/s/ SIGMUND TIMBERG  
SIGMUND TIMBERG  
Special Assistant to  
the Attorney General

/s/ JAMES H. McGRATH  
JAMES H. McGRATH  
Special Attorney

/s/ MARCUS A. HOLLABAUGH  
MARCUS A. HOLLABAUGH  
Special Assistant to the  
Attorney General

/s/ NCRA B. PADWAY  
NCRA B. PADWAY  
Special Attorney

For the Defendants:

FULTON, WALTER & HALLEY

By /s/ HUGH FULTON  
HUGH FULTON

By /s/ JOSEPH W. BURNS  
JOSEPH W. BURNS

Members of the Firm

LYON & LYON

By /s/ LEONARD S. LYON  
LEONARD S. LYON

Member of the Firm

Attorneys for the Defendants  
Technicolor, Inc. and Techni-  
color Motion Picture Corporation



<u>Number</u>	<u>Date of Issuance</u>	<u>Inventor</u>	<u>Title</u>
1,900,034	3/7/33	Joseph A. Ball	Color Cinematographic Apparatus
1,900,140	3/7/33	Bertha Sugden Tuttle	Method of Imbibition Printing with Pure Primary Colors and Product
1,910,492	5/23/33	Lewis L. Mellor	Optical System for Photography
1,919,673	7/28/33	Leonard T. Troland et al	Photographic Relief
1,923,043	8/15/33	Leonard T. Troland	Method of Restraining Dye Diffusion and Resulting Product
1,923,764	8/22/33	Leonard T. Troland	Photographic Gelatin Relief
1,924,890	8/29/33	Leonard T. Troland	Method of Preparing Gelatin Blanks
1,924,892	8/29/33	Bertha Sugden Tuttle	Cleaning Gelatinous Surfaces and the like
1,924,901	8/29/33	Joseph A. Ball	Color Cinematographic Apparatus
1,926,255	9/12/33	Joseph A. Ball	Subtractive Color Photography
1,928,709	10/3/33	Leonard T. Troland	Multicolor Film and Method
1,923,714	10/3/33	William E. Whitney, et al	Apparatus for Affixing Pins to Metal Belts
1,939,738	12/19/33	Bertha Sugden Tuttle	Method of Making Hardened Film Blanks and Product
1,951,043	3/13/34	Eastman A. Weaver	Color Photography
1,957,128	5/1/34	Joseph A. Ball, et al	View Finder System
1,963,510	6/19/34	Leonard T. Troland	Film Marking
1,968,112	7/31/34	Eastman A. Weaver	Color Photography

SCHEDULE A

PAGE 1



<u>Number</u>	<u>Date of Issuance</u>	<u>Inventor</u>	<u>Title</u>
1,971,737	8/28/34	Leonard T. Troland	Means for Measuring Color Value
1,974,935	9/25/34	Leonard T. Troland	Film Conveying Method and Apparatus
1,978,979	10/30/34	Joseph A. Ball	Color Photography with Key Print
1,993,576	3/5/35	Leonard T. Troland	Monopack Process
2,000,038	5/7/35	Joseph A. Ball	Three-Color Photography
2,013,116	9/3/35	Leonard T. Troland	Photographic Matrix
2,027,411	1/14/36	Lloyed E. Whittaker	Lens Mount
2,032,401	3/3/36	Arthur Bissell Clark	Color Photography
2,044,810	6/23/36	Gerald F. Rackett	Film Lubricating Device
2,044,884	6/23/36	Leonard T. Troland	Method of Making Light Sensitive Films
2,046,320	7/7/36	Benjamin B. Burbank	Method of Making Hardened Gelatin Films and Resulting Product
2,047,943	7/21/36	Malcolm H. Ames et al	Cinematographic Printer
2,059,199	11/3/36	Joseph A. Ball	Feeding Device
2,059,426	11/3/36	Lloyed E. Whittaker	Combined Closure and Shutter Drive
2,063,016	12/8/36	Malcolm H. Ames	Film Gate
2,068,879	1/28/37	Leonard T. Troland	Photographic Relief Process
2,072,091	3/2/37	Joseph A. Ball, et al	Cinematographic Camera
2,075,909	4/6/37	Gerald F. Rackett	Shutter Drive
2,079,470	5/4/37	Bertha Sugden Tuttle	Method of Making Imbibition Films
2,085,877	7/6/37	Leonard T. Troland	Sound Record Motion Picture Film and Process

SCHEDULE A

PAGE 2

<u>Number</u>	<u>Date of Issuance</u>	<u>Inventor</u>	<u>Title</u>
2,085,878	7/6/37	Leonard T. Troland	Sound Record Motion Picture
2,098,441	11/9/37	Leonard T. Troland	Photographic Process with Exposure Diminution
2,098,442	11/9/37	Leonard T. Troland	Photographic Process with Exposure Diminution
2,107,623	2/8/38	Joseph A. Ball	Motion Picture Camera Drive
2,152,369	3/28/39	Lloyed E. Whittaker	Film Magazine
2,182,142	12/5/38	Joseph A. Ball, et al	Dividing Polarized Light Beams
2,189,932	2/13/40	Joseph A. Ball, et al	Light Dividing Device
2,189,933	2/13/40	Joseph A. Ball, et al	Light Dividing Device
2,192,251	3/5/40	Lloyed E. Whittaker	Resetting Apparatus
2,211,763	8/20/40	Adolphe E. Carlson	Cinematographic Apparatus
2,219,314	10/29/40	Winton C. Hoch	View Finder System
2,220,882	11/12/40	Charles D. Bennes	Film Treatment
2,229,157	1/21/41	Lloyed E. Whittaker	View Finder Control
2,231,548	2/11/41	Gerald F. Rackett	Method of Projecting Pictures
2,233,441	3/4/41	Lloyed E. Whittaker	Resetting Apparatus
2,233,809	3/4/41	John R. Darby	Cinematographic Apparatus
2,241,689	5/13/41	Lloyed E. Whittaker	Cinematographic Apparatus
2,244,313	6/3/41	Wadsworth E. Pohl	Cinematographic Film Registration
2,253,874	8/26/41	William B. Tucker et al	Film Coupling
2,257,172	9/30/41	Harold H. Klemola	Winding and Unwinding Apparatus
2,257,254	9/30/41	Lloyed E. Whittaker	Cinematographic Apparatus
2,262,524	11/11/41	Joseph A. Ball	Light Control by Polarization

SCHEDULE A

PAGE 3

<u>Number</u>	<u>Date of Issuance</u>	<u>Inventor</u>	<u>Title</u>
2,262,534	11/11/41	Winton C. Hoch	Lens System
2,264,350	12/2/41	Lloyd E. Whittaker	Cinematographic Film- Feeding Apparatus
2,270,749	6/20/42	Joseph A. Ball	Color Photography
2,271,572	2/3/42	Gerald F. Rackett	Cinematographic Printing Apparatus
2,275,270	3/3/42	Gerald F. Rackett	Motion Picture Contract Regulation
2,277,141	3/24/42	Leslie W. Oliver	Composite Color Photography
2,278,423	4/7/42	Walter A. Callahan	Cinematographic Film and Method
2,286,930	6/16/42	Gerald F. Rackett	Method of Projecting Color Pictures
2,297,553	7/29/42	Wilmore C. Marcus	Composite Color Photography
2,297,582	7/29/42	Gerald F. Rackett	Composite Color Photography
2,297,598	9/29/42	Lloyd E. Whittaker	Composite Color Photography
2,301,013	11/3/42	Steward De Motte Brown	Making Photographic Silhouette Records
2,305,011	12/15/42	John F. Kienninger	Cinematographic Apparatus
2,319,660	5/18/43	Arthur B. Clark	Composition for Treating Plastic Materials
2,323,754	7/6/43	Leslie W. Oliver	Illumination of Photo- graphic Screens
2,328,492	8/31/43	Gerald F. Rackett	Cinematographic Register- ing Apparatus
2,330,796	10/5/43	Charles D. Bennes	Cinematography
2,338,298	1/4/44	Carl F. J. Overhage	Stereocinematography
2,340,684	2/1/44	Gerald F. Rackett	Cinematographic Film Exposure

<u>Number</u>	<u>Date of Issuance</u>	<u>Inventor</u>	<u>Title</u>
2,341,402	2/8/44	Lloyd E. Whittaker	Reversible Magazine Cinematographic Apparatus
2,341,889	2/15/44	Lloyd E. Whittaker	Control Apparatus for Cinematographic Machines, etc.
2,348,496	5/9/44	Wadsworth E. Pohl	Cinematographic Masking
2,352,914	7/4/44	Gerald F. Rackett	Photographic Printing
2,356,291	8/22/44	Lloyd E. Whittaker	Belt-Pinning Machine
2,357,924	9/12/44	John M. Andreas	Color Photography
2,363,689	11/28/44	Gerald F. Rackett	Photographic Printing
2,366,267	1/2/45	John F. Kienninger	Photographic Printing
2,382,580	8/14/45	Gerald F. Rackett	Optical Adjustment
2,387,881	10/30/45	Adolphe E. Carlson	Film Exposing Apparatus
2,387,814	10/30/45	John F. Kienninger	Imbibition Printing
2,388,591	11/6/45	John M. Andreas	Continuous Strip-Handling Reel
2,413,468	12/31/46	Gerald F. Rackett	Color Correction of Color Pictures
2,437,361	3/9/48	Gerald F. Rackett	Film Registering Apparatus

SCHEDULE A

PAGE 5

PATENTS

<u>Number</u>	<u>Date of Issuance</u>	<u>Inventor</u>	<u>Title</u>
1,954,512	4-10-34	Donald K. Allison	Method of treating photographic emulsions.
2,369,176	2-13-45	Gerald F. Rackett	Cinematographic film registration.
2,415,442	2-11-47	Gerald F. Rackett	Film stripping.
2,444,785	7-6-48	Gerald F. Rackett	Continuous drum printer for motion pictures.
2,444,786	7-6-48	Gerald F. Rackett	Cinematographic optical printer having a toothed register belt.
2,448,691	9-7-48	Frank W. Taylor	Cinematographic method and apparatus.
2,453,031	11-2-48	Earl M. Olds, Jr., et al.	Cinematographic apparatus.
2,457,319	12-28-48	Gerald F. Rackett	Cinematographic dye printing.
2,479,221	8-16-49	Holland D. Paton	Lamp filament mount.
2,484,871	10-18-49	John M. Andreas	A device for registration of superimposed film.
2,491,229	12-13-49	Frank W. Taylor	Antioscillation mount.
2,495,821	1-31-50	Wadsworth E. Pohl	Cinematographic sound track printing.

SCHEDULE B

PAGE 1

APPLICATIONS

<u>Serial Number</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
580,327	3/1/45	Alan G. Tull	Production of Coloured Photographic Images
581,713	3/8/45	Alan G. Tull	Photographic Development Processes
580,831	3/3/45	John R. Clark, Jr.	Imbibition Printing
580,909	3/3/45	Gerald F. Rackett	Cinematography
580,832	3/3/45	John R. Clark, Jr.	Cinematography
580,802	3/3/45	S. E. Howse, et al.	Cinematographic Apparatus
594,249	5/17/45	Gerald F. Rackett	Sound Tracks and Method of Making
618,830	9/27/45	John P. Kienninger	Joining Films
619,121	9/28/45	Wadsworth E. Pohl	Cinematographic Matte Printing
667,074	5/3/46	Gerald F. Rackett	Photographic Material and Method
668,886	5/10/46	John M. Andreas	Cinematographic Apparatus
674,557	6/5/46	L. E. Clark, et al.	Cinematographic Apparatus
675,534	6/10/46	John M. Andreas	Cinematographic Imbibition Method
676,070	6/11/46	Lauriston E. Clark	Photographic Material and Method
690,770	8/15/46	David J. Johnson	Stripping Blengate Strip Material
690,771	8/15/46	Everette E. Griffith	Stripping Film
690,772	8/15/46	Harold H. Klemola	Film Treating Apparatus
692,693	8/23/46	John M. Andreas	Dis-Azo Dye
719,619	12/31/46	John M. Andreas	Chemical Indicator and Method
719,909	1/2/47	John M. Andreas	Orange Dis-Azo Dyes and Color Pictures
725,472	1/31/47	Lauriston E. Clark	System of Multiple Sound Control With an Intermediary Sound Track Printed Photo-Mechanically Over a Silver Sound Track
742,242	4/18/47	E. E. Griffith, Jr.	Film Having Relief Pictures and Non-Relief Sound Track

SCHEDULE B

PAGE 2

APPLICATIONS

<u>Serial Number</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
769,402	8/19/47	F. G. Gunn	System of Composite Photography
769,656	8/20/47	Lauriston E. Clark	Motion Picture Photography and Monitoring System
773,148	9/10/47	Leland B. Prentice	Cinematographic Matte Film
779,309	10/11/47	Charles D. Bennes	Aligning Stage for Instruments
788,891	11/29/47	Charles D. Bennes	Seating Films on Registering Pins
15,863	3/19/48	Russell W. Conant	Masking of Photographic Color Film
18,759	4/3/48	John M. Andreas	Film Registering
18,844	4/3/48	Wadsworth E. Pohl	Method of Hardening the Dye- Absorptive Hydrophilic Colloidal Layer of a Blank Film and the Product Thereof
36,117	6/30/48	Wadsworth E. Pohl	Traveling Matte
48,226	9/8/48	Charles H. Prautsch	Cinematographic Apparatus Hav- ing a Rotary Shutter with Variable Light Aperture
51,982	9/30/48	Wadsworth E. Pohl	Method of Counteracting Aver- age Density Fluctuation in Motion Pictures
61,282	11/20/48	E. E. Griffith, et al.	Method of Forming Sensitive Record Track on Cinematographic Film
61,253	11/20/48	John M. Andreas	Cinematographic Apparatus
66,528	12/21/48	L. M. Doaring, et al.	Optical System for Relating Color Component Images
68,925	1/3/49	Charles D. Bennes	Seating Films on Registering Pins

SCHEDULE B

PAGE 3

APPLICATIONS

<u>Serial Number</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
70,195	1/11/49	Donald H. Kelly	Light Dividing System
74,727	2/5/49	Lauriston E. Clark	Cinematographic Light Control Apparatus
76,778	2/16/49	L. E. Clark, et al.	Apparatus and Method for Film Registration
80,388	3/9/49	L. E. Clark, et al.	Apparatus, Method and Article for Evaluation of Photographic Resolving Power
80,153	3/8/49	Lauriston E. Clark	Photoelectric Sound Reproduction
82,865	3/22/49	Wadsworth E. Pohl	Apparatus for Spraying Cinema- tographic Film
92,449	5/10/49	Wadsworth E. Pohl	Combination Color Photography
100,903	6/23/49	E. E. Griffith, Jr.	Stripping Film
106,244	7/22/49	Charles D. Bennes	Method and Apparatus for Mark- ing a Control Record
106,797	7/26/49	Wadsworth E. Pohl	Prewetting Apparatus for Imbibition Printing Machine
129,112	11/23/49	John M. Andreas	Dis-Azo Dye

Judgment entered Feb. 28, 1950  
Docketed Feb. 28, 1950  
Book 64 Page 208

SCHEDULE B

PAGE 4