UNITED STATES OF AMERICA vs. HARTFORD-EMPIRE COMPANY, ET AL., DEFENDANTS.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO WESTERN DIVISION.

Civil Action No. 4426.

UNITED STATES OF AMERICA, PLAINTIFF,

vs.

HARTFORD-EMPIRE COMPANY, ET AL., DEFENDANTS

FINAL JUDGMENT.

This is a composite reprint of the Final Judgment of October 31, 1945, as amended May 23, 1947. The Final Judgment and exhibits thereto, as entered on October 31, 1945, are printed in regular roman type, and except where the context otherwise specifically indicates, speak from that date. Deletions from and additions to that Judgment, effected by the Order Amending Final Judgment entered on May 23, 1947, are indicated by cancelling out and by italics, respectively, and, except where the context otherwise specifically indicates, speak from May 23, 1947.

This cause having come on for final hearing upon the complaint, filed December 11, 1939, the several answers thereto, the record of the trial herein, and the opinion, findings and conclusions of this Court, and final judgment having thereupon been entered by this Court on October 8, 1942, and

Appeals having been taken to the Supreme Court of the United States, and the Supreme Court having entered its opinions on January 8 and April 2, 1945, and issued its mandate on April 12, 1945, remanding the cause for further proceedings in conformity with its opinions; and the intervening complaint of Anchor-Hocking Glass Corporation, *et al.*, having been filed and evidence taken thereon,

Now, THEREFORE, upon the mandate of the Supreme Court and upon the motion of the plaintiff, by Wendell Berge, Assistant Attorney General, Lawrence S. Apsey, Seymour D. Lewis and Philip Marcus, Special Assistants to the Attorney General, and Francis R. Shields, Special Attorney, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The judgment entered herein on October 8, 1942 be and hereby is amended to read as follows:

2. (A) Whenever the term "glass containers" is used herein, it shall be deemed to signify the following articles or types of articles when made of glass: narrow neck bottles used as food containers; wide mouth bottles and jars used as food containers; packers tumblers; beer bottles, other pressure and non-pressure bottles used for beverages; medicine and toilet bottles, including prescription ware; proprietary ware; perfumery ware and toilet ware; milk and cream bottles; domestic fruit jars; domestic jelly glasses; and all other types of bottles and jars used to contain miscellaneous types of products.

(B) Whenever the term "non-container ware" is used herein, it shall be deemed to signify all glass products (other than flat glass, fiberglass, structural glass, glass brick, and products made therefrom, and glass containers as defined in subparagraph 2 (A) of this judgment), including, but not limited to, the following articles or types of articles when made of glass in so far as they do not fall within the exceptions above stated: illuminating ware, including bulbs, tubing, and cane; optical ware, technical and industrial ware, including parts for electrical devices, insulators, and insulation; signal ware; vacuum ware; heat resistant ware and oven ware; lamp chimneys and lantern globes; scientific glassware, including laboratory, surgical, and hospital ware; tumblers; miscellaneous non-containers; automobile headlight lenses and other automobile signal ware; blown table glassware, including stem ware, tumblers, and kindred items; miscellaneous blown non-containers, such as ware for vending and display devices, cylinders, jars, lamp bases, lamp columns, lamp stems and parts, sacramental glassware, aquaria, seed cups, ware for coffee and tea-making devices, and other kindred groups; miscellaneous pressed non-containers, such as table ware, stem ware, tumblers, jars, bar goods, soda-fountain ware, hotel and restaurant supply ware, kitchen ware, station-

ers ware, and other kindred groups; marbles; and miscellaneous ware, such as novelties, specialties, and private-mold articles, and colored art glass.

(C) Whenever the term "glassware" is used herein, it shall be deemed to include both glass containers and non-container ware as defined in subparagraphs 2 (A) and 2 (B) of this judgment.

(D) As used herein, the term "machinery used in the manufacture of glassware" shall be deemed to include and be limited to feeders, forming machines, suction machines, lehrs, and stackers, as defined in subparagraphs (F), (G), (H), (I), and (J) of this paragraph 2 of this judgment.

(E) The term "machinery and methods used in the manufacture of glassware" shall include all machinery used in the manufacture of glassware as defined in subparagraph (D) of this paragraph 2, and methods as defined in subparagraph (L) of this paragraph 2.

(F) "Feeders" shall mean any and all types of apparatus for or embodying methods of feeding molten glass from furnaces to forming machines, together with all auxiliary and accessory parts of said apparatus, when designed to be used in connection with any such apparatus.

(G) "Forming machines" shall mean any and all types of apparatus for or embodying methods of forming molten or viscous glass by blowing, pressing, blowing and pressing, or drawing the glass; by forming the glass into a ribbon and by causing the glass to progress continuously or intermittently in a given direction along a substantially straight line or to deviate from such straight line while transferring from one straight line to another (including, but not limited to, the 399 or ribbon machine used by defendant Corning Glass Works); together with all auxiliary and accessory parts of all of said apparatus, when designed to be used in connection with any such apparatus; provided that this definition is limited to such machines as are capable of producing glass containers as defined in subparagraph (A) of this paragraph 2 of

this judgment or table ware, tumblers, stem ware, kitchen ware, oven ware, and kindred items.

(H) "Suction machines" shall mean any and all types of apparatus for or embodying methods of raising glass by suction into molds, and of forming glass, so raised, by blowing, pressing, blowing and pressing, or drawing the glass; by forming the glass so raised into a ribbon and by causing the glass so raised to progress continuously or intermittently in a given direction along a substantially straight line, or to deviate from such straight line while transferring from one straight line to another; together with all auxiliary and accessory parts of all of said apparatus, including, but not limited to, the stationary and revolving pots, when designed to be used in connection with any such apparatus; provided that this definition is limited to such machines as are capable of producing glass containers as defined in subparagraph (A) of this paragraph 2 of this judgment or table ware, tumblers, stem ware, kitchen ware, oven ware, and kindred items.

(I) "Lehrs" shall mean any and all types of apparatus for or embodying methods of annealing glassware, together with all auxiliary and accessory parts of said apparatus, when designed to be used in connection with any such apparatus.

(J) "Stackers" shall mean any and all types of apparatus for or embodying methods of stacking glassware from a forming machine, suction machine, or conveyor in a lehr, together with all auxiliary and accessory parts of said apparatus, when designed to be used in connection with any such apparatus.

(K) The terms "patents" and "patent applications" shall mean United States Letters Patent and applications for United States Letters Patent, respectively.

(L) The term "methods" shall include all methods and processes directly employed in the design or operation of machinery used in the manufacture of glassware, as defined in subparagraph (D) of this paragraph 2.

(M) Except when otherwise expressly provided herein, whenever reference is made to any corporation

whether or not engaged in the manufacture of glassware or of machinery used in the manufacture of glassware, such reference shall be deemed to include corporations only in so far as they are engaged in business in the United States and its possessions and corporations which are subsidiaries, successors, parents, or subsidiaries of a parent of the corporations referred to and only in so far as they are engaged in the United States and its possessions in the manufacture of glassware or of machinery used in the manufacture of glassware.

(N) Whenever reference is made to any corporate defendant herein, such reference shall apply to and include individuals acting as its officers, directors, agents, and employees, provided, however, that the provisions of paragraphs 14, 19 (B) and (C), 20, 28, 36, and 37 of this judgment shall not apply to agreements, discussions, or other concerted action solely between a corporate defendant and its officers, directors, agents, or employees, or between the officers, directors, agents, or employees of the corporation.

(O) Whenever the term "subsidiary" is used herein, it shall be construed to refer to any corporation or association of which fifty per cent (50%) or more of the voting capital stock or equivalent voting power is held by a corporate defendant herein.

(P) The term "current type machines" shall mean feeders, forming machines, lehrs and stackers of the types licensed or leased by defendant Hartford-Empire Company on December 31, 1946.

(Q) The term "present inventions" shall mean (1) all United States Patents owned or controlled by defendant Hartford-Empire Company on December 31, 1946 relating to feeders, forming machines, lehrs and stackers, except patents covering inventions which (a) on April 30, 1947 were embodied or employed in experimental feeders, forming machines, lehrs or stackers which Hartford-Empire Company had built and which were then in existence, or which it was then building, or in feeders, forming machines, lehrs or stackers manufactured commercially at any time thereafter by or for Hartford-Empire Company, and which (b) prior to December 31, 1946 had not been embodied or employed in and licensed for use in current type machines; and (2) all inventions owned or controlled by Hartford-Empire Company on April 30, 1947 and thereafter patented in so far as they were embodied or employed in and licensed for use in current type machines on or before December 31, 1946.

(R) The term "future type machines" shall mean feeders, forming machines, lehrs and stackers produced or distributed by defendant Hartford-Empire Company embodying or employing inventions other than present inventions.

3. The Court has jurisdiction of the subject matter hereof and of all parties hereto; the complaint states claims for relief against the defendants under the Act of July 2, 1890, entitled, "An Act to Protect Trade and Commerce Against Unlawful Restraints and Monopolies," commonly known as the Sherman Antitrust Act, and under Section 3 of the Act of October 15, 1914, entitled, "An Act to Supplement Existing Laws Against Restraints and Monopolies, and for Other Purposes," commonly known as the Clayton Act.

4. The defendant Hartford-Empire Company and defendants F. Goodwin Smith, Bartlett Arkell, Alexander D. Falck, Roger M. Eldred, Karl E. Peiler, Arthur T. Safford, Jr., Theodore L. Champeau, A. M. Pease, Amory Houghton, and Arthur A. Houghton, Jr., being hereinafter collectively referred to as the individual defendants associated with Hartford-Empire Company; the defendant Empire Machine Company and defendants Alexander D. Falck, Amory Houghton, Arthur A. Houghton, Jr., and Arthur L. Day, being hereinafter collectively referred to as the individual defendants associated with the Empire Machine Company; the defendant Corning Glass Works and defendants Alexander D. Falck, Amory Houghton, Arthur A. Houghton, Jr., Arthur L. Day, Eugene C. Sullivan, William H. Curtiss, and J. L. Peden, being hereinafter collectively referred to as the individ-

ual defendants associated with Corning Glass Works; the defendant Owens-Illinois Glass Company and defendants William E. Levis, E. F. Martin, John H. McNerney, R. H. Barnard, C. B. Belknap, Harold Boeschenstein, W. H. Boshart, H. E. Collin, George P. Greenhalgh, W. W. Knight, F. H. McAdoo, C. J. Root, and F. W. Schwenck, being hereinafter collectively referred to as the individual defendants associated with Owens-Illinois Glass Company; the defendant Hazel-Atlas Glass Company and defendants J. Harrison McNash, Walter H. McClure, George S. Quay, L. C. Paull, H. W. Gee, William W. Holloway, and B. H. Seabright, being hereinafter collectively referred to as the individual defendants associated with Hazel-Atlas Glass Company; the defendant Thatcher Manufacturing Company and defendants R. W. Niver, E. F. Wellinghoff, S. G. H. Turner, Jervis Langdon, W. H. Mandeville, F. W. Swan, and Stanton Griffis, being hereinafter collectively referred to as the individual defendants associated with Thatcher Manufacturing Company; the defendant Lynch Corporation and defendants J. L. Watts, Uz McMurtrie, N. M. McCullough, Thomas Chandler Werbe, E. G. Bridges, and A. G. Doll, being hereinafter collectively referred to as the individual defendants associated with Lynch Corporation; the defendant Ball Brothers Company and defendants George A. Ball, W. H. Ball, Edmund F. Ball, and Fred J. Petty, being hereinafter collectively referred to as the individual defendants associated with Ball Brothers Company; and the defendant Glass Container Association of America, and defendants Charles R. Stevenson and Emory G. Ackerman, being hereinafter collectively referred to as the individual defendants associated with Glass Container Association of America; and the defendant G. F. Rieman; and each of them, have contracted, combined, and conspired to restrain trade, and have monopolized, attempted to monopolize, combined and conspired to monopolize trade, in violation of Sections 1 and 2 of the Sherman Antitrust Act.

5. The defendants Hartford-Empire Company, and the individual defendants associated therewith; Corning

Glass Works, and the individual defendants associated therewith; Empire Machine Company, and the individual defendants associated therewith; Owens-Illinois Glass Company, and the individual defendants associated therewith; Hazel-Atlas Glass Company, and the individual defendants associated therewith; Thatcher Manufacturing Company, and the individual defendants associated therewith; Lynch Corporation, and the individual defendants associated therewith; Ball Brothers Company, and the individual defendants associated therewith; and the defendant G. F. Rieman; and each of them, have monopolized, attempted to monopolize, combine and conspired to monopolize, and contracted, combined, and conspired to restrain trade in violation of Sections 1 and 2 of the Sherman Antitrust Act with respect to patents covering inventions embodied in machinery used in the manufacture of glassware and with respect to machinery used in the manufacture of glassware.

6. The defendants Corning Glass Works, and the individual defendants associated therewith; Hartford-Empire Company, and the individual defendants associated therewith; and Empire Machine Company, and the individual defendants associated therewith; and each of them, in violation of Sections 1 and 2 of the Sherman Antitrust Act, have monopolized the manufacture of oven-ware; have attempted to monopolize, combined and conspired to monopolize, and contracted, combined, and conspired to restrain trade in signal, optical, oven, chemical- and heat-resistant ware, and in bulbs, tubing, and cane.

7. The defendants Hartford-Empire Company, and the individual defendants associated therewith; Owens-Illinois Glass Company, and the individual defendants associated therewith; Hazel-Atlas Glass Company, and the individual defendants associated therewith; Glass Container Association of America, and the individual defendants associated therewith; Thatcher Manufacturing Company, and the individual defendants associated therewith; Ball Brothers Company, and the individual

defendants associated therewith; Lynch Corporation, and the individual defendants associated therewith; and the defendant G. F. Rieman; and each of them, have monopolized, attempted to monopolize, combined and conspired to monopolize, and contracted, combined, and conspired to restrain trade in violation of Sections 1 and 2 of the Sherman Antitrust Act with respect to the manufacture of glass containers.

8. The defendants Hartford-Empire Company, and the individual defendants associated therewith; Owens-Illinois Glass Company, and the individual defendants associated therewith; and Thatcher Manufacturing Company, and the individual defendants associated therewith; and each of them, have monopolized, attempted to monopolize, combined and conspired to monopolize, and contracted, combined, and conspired to restrain trade in violation of Sections 1 and 2 of the Sherman Antitrust Act with respect to the manufacture of milk bottles.

9. The defendants Hartford-Empire Company, and the individual defendants associated therewith; Owens-Illinois Glass Company, and the individual defendants associated therewith; Hazel-Atlas Glass Company, and the individual defendants associated therewith; and Ball Brothers Company, and the individual defendants associated therewith, have monopolized, attempted to monopolize, combined and conspired to monopolize, and contracted, combined, and conspired to restrain trade in violation of Sections 1 and 2 of the Sherman Antitrust Act with respect to the manufacture of fruit jars.

10. James A. Shanley, of New Haven, Connecticut, by order, dated August 25, 1942, having been appointed Receiver of Hartford-Empire Company, shall continue to act as Receiver under the terms of the original order of appointment, as modified by paragraph 11 hereof, until discharged as provided in paragraph 11 (F) hereof.

11. (A) Said Receiver shall continue to collect rents and royalties which may accrue from each licensee only for the period up to and including October 31, 1945, at existing standard rates.

(B) Any and all rents and royalties paid by licensees to the Receiver which have been set aside and specially earmarked and are in the possession of the Receiver at the time of the return to Hartford-Empire Company of its property, as provided in subparagraph (C) hereof, or are thereafter paid to him pursuant to subparagraph (A) hereof, shall continue in the possession of said Receiver until disposed of as provided in subparagraphs (D), (E) and (F) hereof; provided, however, that he shall currently pay to Hartford-Empire Company out of such earmarked funds such amounts, if any, as this Court may, from time to time, determine are necessary to enable Hartford-Empire Company to conduct its business efficiently; and provided further that such amounts shall not reduce the sums payable under subparagraph (D) hereof.

(C) Promptly after November 20, 1945, the Receiver shall return to Hartford-Empire Company, except as provided in subparagraphs (B), (D), (E) and (F) hereof, all and singular the lands, property, assets, rights, and franchises of the Hartford-Empire Company, including all patents and other property and assets, real, personal, and mixed, of whatever kind or description and wherever situated, owned, leased, or operated by said Hartford-Empire Company, with all shops and other buildings and appurtenances of every kind, and all tools, machinery, furniture, fixtures, materials, and supplies, and all books of account, records, and other books, papers, cash in bank, and all other moneys, all debts, things in action, credits, stocks, bonds, securities, deeds, leases, contracts, muniments of title, bills receivable, accounts receivable, rents, issues, profits and income accruing and to accrue, as well as all leasehold interests and operating and other contracts, and all rights, interests, easements, privileges, and franchises of said Hartford-Empire Company, and all other assets of every kind and description.

(D) All present licensees of Hartford-Empire Company, with the exceptions noted on Exhibit G to the intervening complaint of Anchor-Hocking Glass Corpora-

tion *et al.*, having, in compliance with the opinions of the Supreme Court in this action, elected to continue as such under existing license and lease agreements modified as to terms and conditions and royalty rates, as provided in subparagraphs (B) and (J) of paragraph 13 hereof; and all such present licensees and certain prior licensees who have elected to avail themselves of the Agreement hereinafter described, having entered into the Agreement with Hartford-Empire Company described in paragraph 8 of said intervening complaint, by the terms of which each such licensee is to execute and deliver to Hartford-Empire Company and its Receiver a covenant not to sue in the form of Exhibit F to said intervening complaint, and is to receive an amount equal to sixty (60) per cent of the balance of the funds as of October 31, 1945 held and earmarked by said Receiver as coming from such licensee for the period September 1, 1942 through October 31, 1945;

Said Receiver, upon

(a) payment (which shall be made on or before November 15, 1945) to the Receiver by each such licensee of Hartford-Empire Company of all sums, if any, which may become due and remain unpaid by such licensee into the fund heretofore earmarked for such licensee under order of this Court, dated August 25, 1942, for the period September 1, 1942 through October 31, 1945, and

(b) delivery to the Receiver on or before November 20, 1945 by each such licensee, pursuant to the Settlement Agreement entered into between Hartford-Empire Company and its licensees, as set forth in paragraph 8 of the intervening complaint of Anchor-Hocking Glass Corporation, *et al.*, of a covenant not to sue Hartford-Empire Company in the form set forth as Exhibit F to said intervening complaint and as to each present licensee delivery to the Receiver by November 20, 1945, of duly executed agreements modifying outstanding licenses and leases in the form set forth in Article I of Exhibits B, C, D and E, annexed to said intervening complaint,

shall forthwith pay to each licensee a sum equal to sixty (60) per cent of the funds earmarked as coming from, and payable by, such licensee for said period September 1, 1942 through October 31, 1945, and held by the Receiver as of October 31, 1945, minus such portion of the expenses of the Committee representing the licensees described in paragraph 9 of said intervening complaint, certified by the Treasurer of said Committee, as are allocable pro rata to the sum payable to such licensee pursuant to said Agreement.

(E) The funds held by the Receiver as of October 31, 1945 and earmarked as coming from such of the persons listed on Exhibit G to said intervening complaint for the period September 1, 1942 through October 31, 1945 as have not made payments, tendered a covenant not to sue, and received payment from the Receiver in accordance with subparagraph (D) hereof, shall be paid forthwith by said Receiver to the Clerk of this Court who shall hold such funds subject to further order of this Court.

(F) Upon the disposition hereunder of all funds in the possession of said Receiver, to which the licensees of Hartford-Empire Company shall be entitled under subparagraph (D) of this paragraph, and upon payment to the Clerk of this Court of the funds required to be so paid under subparagraph (E) hereof, said Receiver shall pay to the Treasurer of said Committee representing the licensees the expenses of said Committee certified and deducted as provided in subparagraph (D) hereof, and shall thereupon forthwith submit to this Court, with copies to the Attorney General and Hartford-Empire Company, a final report and account of his operations, including a petition for final payment to himself and his counsel of all reasonable charges for services and expenses in connection with the Receivership then remaining due. Promptly thereafter, but in no event later than December 31, 1945, said Receiver shall deliver to Hartford-Empire Company the covenants not to sue received from the licensees under subparagraph (D) of this paragraph

and shall pay to Hartford-Empire Company all sums remaining in his hands, after the deduction of such sums remaining due for the services of himself as Receiver and his counsel, as shall have been approved by the Court, and after the deduction of such sums, if any, as may be due the United States under the Royalty Adjustment Act of 1942, the payment of which has not otherwise been provided for by Hartford-Empire Company, which latter sums he shall thereupon pay to the Treasurer of the United States. Upon approval of his final report and account and upon proof of all payments required to be made hereunder and of the return of its property to Hartford-Empire Company, said Receiver shall forthwith be discharged.

12. (A) The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them be and hereby is enjoined from engaging or continuing to engage in the business of distributing machinery used in the manufacture of glassware in interstate commerce, unless it shall, by instrument filed with the Clerk of this Court within sixty (60) days from the effective date of this decree (or, if it is not then engaged in such business, at least sixty (60) days prior to engaging therein), agree to license and lease, at the reasonable rates determined under paragraph 13, or to sell, at reasonable prices, to any applicant, machines used in the manufacture of glassware of the classes which are then being, or about to be, offered or which, at any time subsequent to the filing of the complaint in this action, have been offered by such defendant in the United States, embodying or employing inventions covered by any patents now or hereafter owned or controlled by such defendant; provided that no defendant shall be required to agree to license and lease any such machines unless it is offering or about to offer, or within such period has offered, them for license and lease within the United States, nor to agree to sell any such machines unless it is offering, or about to offer, or within such

period has offered, them for sale within the United States. Any applicant to purchase machines who deems the prices asked by a defendant obligated to sell hereunder to be unreasonable may, upon thirty (30) days' notice to the interested defendant and to the Attorney General, apply to this Court for the determination of reasonable prices and for an order of compliance with the prices so determined. The defendants named in this paragraph are hereby enjoined from repossessing or threatening to repossess any such licensed or leased machine prior to the expiration of the license and lease or any renewal thereof except upon thirty (30) days' written notice to the lessee and to the Attorney General.

(B) The agreement required to be filed with the Court under this paragraph 12 shall include an agreement, as to any machines then under license and lease, to continue, after the termination of all patent coverage thereon, to lease such machines at reasonable rental rates determined under paragraph 13 to the then lessee thereof and his assigns.

(C) The provisions of 19 (A) (a) hereof shall apply to machines used in the manufacture of glassware which are not covered by patents and which may be leased by any of the defendants named in this paragraph; and each of such defendants be and hereby is perpetually enjoined from agreeing with any lessee or from inserting, enforcing or requiring any lessee to agree to any provision restraining any person from examining the structure and operation of such leased machines; provided that such defendants shall be entitled to just compensation for the impairment of any property rights in trade secrets resulting from any disclosure required hereunder.

(D) Defendant Hartford-Empire Company shall include in the agreement required to be filed with the Court under this Paragraph 12 the following:

(1) Defendant Hartford-Empire Company will offer to sell at any time to any lessee and licensee any of its current type machines under lease and license to such lessee and licensee, together with the right to use in any

machine so purchased all present inventions, at Hartford-Empire Company's depreciated book value of each machine at the time of sale, provided, the existing license and lease applicable to such machine is cancelled in accordance with subparagraph 13 (L). If there is no depreciated book value on a particular current type machine, the depreciated book value of such machine shall be deemed to be zero. Defendant Hartford-Empire Company may require as a condition of such sale that the amount of depreciated book value, if any, payable by the purchaser, shall be paid in cash at the time of sale. If the lessee and licensee of a current type machine under lease on December 31, 1946 undertakes to purchase such machine within 15 days after May 23, 1947 or within 15 days after receipt by the lessee and licensee thereof from Hartford-Empire Company of Hartford-Empire Company's initial advice as to its depreciated book value of such machine, whichever is later, the depreciated book value of such machine shall be deemed to be the depreciated book value as of December 31, 1946. As to current type machines initially leased and licensed after December 31, 1946, the lessee and licensee shall have the option to purchase such machines either on the basis stated above in this subparagraph (1), or at the selling price fixed by Hartford-Empire Company in accordance with subparagraph (2) below for similar machines hereafter distributed by it, less the license fees theretofore paid with respect to such machines, provided, if a lessee and licensee exercise the option to purchase any machine at the selling price fixed by Hartford-Empire Company in accordance with subparagraph (2) below, then the lease and license applicable to such machine shall be cancelled in accordance with subparagraph 13 (L) but such lessee and licensee shall not be required to pay, pursuant to subparagraph 13 (L), the amount set forth in Exhibit G annexed hereto for such machine.

(2) Defendant Hartford-Empire Company will offer for outright sale and will sell current type machines (a) which it hereafter distributes or (b) to whatever extent it may be required to distribute the same under subparagraph (A) of this Paragraph 12, at prices to be determined in accordance with subparagraph (A) of this paragraph 12, included in which prices shall be the single paid-up royalties set forth in Exhibit F annexed hereto. Defendant Hartford-Empire Company will also offer, and agrees, to license and lease current type machines hereafter distributed by it at the applicable production royalty rates.

(3) Defendant Hartford-Empire Company will offer to sell and will sell outright future type machines at prices to be determined in accordance with subparagraph (A) of this Paragraph 12, included in which prices shall be a paid-up royalty which shall take into consideration as to all present inventions embodied or employed therein the amounts herein specified as paid-up royalties with respect to present inventions as set forth in said Exhibit F. Defendant Hartford-Empire Company will also offer and agree to license and lease future type machines at the applicable production royalty rates.

(4) Defendant Hartford-Empire Company will offer to license and will license at any time under all present inventions at a single royalty presently licensed feeders, forming machines, lehrs and stackers which are owned by the licensee.

(5) Defendant Hartford-Empire Company will license, and agrees to license, all applicants under all present inventions to make, have made, use and sell feeders, forming machines, lehrs and stackers on the basis of a single royalty payment, as set forth in subparagraph 13 (C) (1).

(6) The foregoing provisions of subparagraphs (D) (1) to (D) (5) inclusive are without prejudice to the right of any applicant for a license to apply pursuant and subject to Paragraphs 13 (A) (2) and 13 (H) for such license privilege as he desires and under such patents as he desires to be licensed.

13. (A) The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing

Company, Lynch Corporation, and Ball Brothers Company, and each of them be and hereby is enjoined from the distribution of machinery used in the manufacture of glassware in interstate commerce, and from the distribution of glassware in interstate commerce, unless it shall, by instrument filed with the Clerk of the Court within sixty (60) days from the effective date of this decree, agree:

(1) to grant to any applicant, under all patents now or hereafter owned or controlled by it (but only in so far as it has the right so to do), a license as hereinafter provided to make, have made, use and/or sell (a) all feeders, (b) all forming machines, (c) all suction machines, (d) all lehrs, and/or (e) all stackers, respectively, and methods used in connection therewith, which license may, at the option of such defendant, be limited to patents which cover inventions embodied in or employed by the machines in each such class manufactured, sold, leased or used by such defendant; and shall further agree

(2) to grant to any applicant under any patent or patents now or hereafter owned or controlled by it (but only in so far as it has the right so to do), a license as hereinafter provided to make, have made, use and/or sell any feeder, forming machine, suction machine, lehr or stacker, or part thereof and/or methods when used in connection therewith; provided that upon any application hereunder for the license of any invention for use in any of the machines required to be licensed under subparagraph (A) (1) of this paragraph, this Court may, in its discretion, upon a showing that the granting of such application probably will result in inequitable discrimination as between licensees or unduly burden the Court, deny such application;

and further provided that the defendant Corning Glass Works shall not be required to agree to grant licenses under subparagraph (A) (1) or (A) (2) for inventions embodied in or employed by its 399 or ribbon machine, or other machines of the classes of its presently existing forming machines or suction machines not theretofore

used substantially by Corning Glass Works or its licensees for the manufacture of containers, as defined in paragraph 2 (A) hereof, tumblers, oven ware, table ware or kitchen ware; but said Corning Glass Works be and hereby is perpetually enjoined from commencing or maintaining any suit against any person, firm or corporation for infringement of present or future patents covering inventions embodied in or employed by any such machine through the use of such inventions for the manufacture of containers, as defined in paragraph 2(A) hereof, tumblers, oven ware, table ware or kitchen ware, provided that such person, firm or corporation shall have paid or offered to pay to Corning Glass Works for such use of such inventions reasonable royalties determined in the same manner as provided in subparagraph (H) of this paragraph with respect to privileges taken under subparagraph (A) (2) hereof, and said person, firm or corporation shall in all respects be in the same position under this judgment with respect to such inventions as if he or it had been granted licenses thereunder by Corning Glass Works.

(B) As to each class of machines agreed to be licensed by each such defendant under subparagraph (A) (1) of this paragraph, said instrument shall designate separately the proposed charge, if any, for each of the following privileges (any one or more of which any applicant may elect to take): the rights under then existing patents (a) to use (if such defendant intends or is required hereunder to lease such machines), (b) to make, have made, and use, and (c) to make, have made, and sell (including the right to transfer to the vendee thereof the right to use) each such class of machines. If any such defendant intends, or is required by this judgment, to lease or service any such machines licensed by it, said instrument shall include separate proposed charges, if any, for such of the following privileges as are intended, desired, or required to be furnished: (d) the use of each class of leased machines apart from the charge in (a), and (e) the servicing of each class of leased or licensed machines. The defendant, Hartford-Empire Company, in filing

the schedule required by this subparagraph, shall include therein the royalty rates set forth in Exhibit A attached to the intervening complaint of Anchor-Hocking Glass Corporation, *et al.*, which rates are hereby determined to be reasonable and shall be effective from November 1, 1945.

~~(C) The basis for establishing the reasonable royalty for the privilege to make, have made and sell feeders, forming machines, suction machines, lehrs or stackers shall be determined by this Court, by amendment of this subparagraph (C), within thirty (30) days after the entry of this judgment. The designation by each defendant of the proposed charge, if any, for such privilege under subparagraph (B) hereof shall be made within sixty (60) days after such determination.~~

(C) (1) The single royalties which shall be charged by defendant Hartford-Empire Company for the privilege to make, have made, use and sell feeders, forming machines, lehrs and stackers under all present inventions shall be those specified in Exhibit F annexed hereto. Such royalties shall be payable at the option of the licensee in three installments, the first of which shall be payable, at the option of the licensee, either upon licensee's acceptance of an order for a specific machine or the commencement of construction of such machine, whichever is earlier, the second and third payments being payable at the end of the first and second years thereafter respectively; provided that, subject to subparagraph (K) of this Paragraph 13, Hartford-Empire Company may require full cash payment against the license if the credit standing of the applicant is unsatisfactory or after a first default under any license granted to the same applicant.

(2) The single royalty which shall be charged by defendant Hartford-Empire Company, for the privilege to make, have made, use and sell the feeder shown in Exhibits MH-108, 109, 110, and 111 (which relate to the "Liberty" feeder) and described in the testimony of T. W. Griffin at pages 939-1004, inclusive, of the transcript of proceedings in this case before Frank C. Kniffin,

Special Master, to the extent that Hartford-Empire Company's patents cover such feeder, shall be $3,000.

(3) The single royalties which shall be charged by defendant Hartford-Empire Company for the privilege to use under all present inventions feeders, forming machines, lehrs and stackers now licensed on a production royalty basis and owned by the licensees, as to which such licensees elect to pay single royalties pursuant to subparagraph 12 (D) (4), shall be those specified in Exhibit F annexed hereto. Defendant Hartford-Empire Company may require that such royalties shall be unconditionally payable as follows: One-third in cash upon execution of the license, one-third in the form of a negotiable note due one year later and the final third in the form of a negotiable note due two years later, without interest, and as to licenses granted in 1947 deferred payments shall be subject to discount for advance payment at the rate of 2% per annum. The granting of a license on the basis set forth in this subparagraph (3) shall constitute both a settlement and compromise of all claims relating to the rights and liabilities of Hartford-Empire Company and the licensee under the license agreement theretofore in effect with respect to each machine so licensed, except royalties accrued and unpaid prior to the date of cancellation, and a cancellation of the license agreement theretofore in effect as to such machines as of the date of the granting of a license on the basis set forth in this subparagraph (3); provided, however, that as to each presently licensed machine which the licensee undertakes to license on the basis set forth in subparagraph 12 (D) (4) within 15 days after May 23, 1947, or within 15 days after receipt by the licensee of a written offer by Hartford-Empire Company to license on the basis set forth in this subparagraph (3), whichever is later, production royalties shall be payable with respect to the period prior to May 23, 1947, but not thereafter.

(4) The settlement agreement set forth in the Settlement Memorandum, which is Exhibit A to the Motion for Order Amending Final Judgment, filed May 23, 1947, is

hereby approved. In the light of said agreement, all of the royalties fixed by subparagraphs (C)(1) to (C)(3), inclusive, of this paragraph 13 are hereby determined to be reasonable, but this judgment shall not be deemed to constitute any admission, concession or representation by either defendant Hartford-Empire Company or plaintiff with respect to the validity, scope or value of Hartford-Empire Company's patents or any of them. Agreements in the forms approved in subparagraph (J) of this paragraph 13, made pursuant to said agreement and the provisions of this judgment giving effect thereto, shall be exempt from Paragraph 20 hereof. All of the royalties fixed by subparagraphs (C)(1) to (C)(3), inclusive, of this paragraph 13 shall be effective from May 23, 1947; provided, however, that the royalties set forth in Exhibit F for years after 1951 shall be effective only if Hartford-Empire Company notifies the Attorney General at least six months before December 31, 1951 of its intention to charge such royalties. In the event Hartford-Empire Company fails to notify the Attorney General of such intention, or of its intention to fix other royalties, no further royalties shall be payable after December 31, 1951 for the privileges specified in subparagraphs (C)(1) to (C)(3), inclusive, of this paragraph 13. If such notification is furnished, the Attorney General or any applicant or licensee, other than a present licensee of defendant Hartford-Empire Company which avails itself of any offer made by Hartford-Empire Company pursuant to subparagraphs 12(D)(1) or 12(D)(4), may apply to the Court at any time after such notification for a redetermination of the reasonableness of any or all of said royalties for such privileges. In such proceedings, the royalties set forth in Exhibit F for years after 1951 shall not be given any force or effect or taken into consideration in redetermining the reasonableness of any of said royalties for such licenses. In the event any such royalty is so redetermined, the redetermined royalties will thereafter apply to all licensees. If such redetermined royalties are fixed subsequent to December 31, 1951, the royalties specified in Exhibit F will be payable to Hartford-Empire Company after December 31, 1951 and until said redetermined royalties are fixed by the Court.

(5) The foregoing provisions of subparagraphs (C)(1) to (C)(4) inclusive are without prejudice to the right of any applicant for a license to apply pursuant and subject to paragraphs 13 (A)(2) and 13 (H) for such license privilege as he desires and under such patents as he desires to be licensed.

(6) (a) The settlement agreement set forth as Exhibit A attached to the Motion filed herein on May 23, 1947 by Hazel-Atlas Glass Company for an Order Amending Final Judgment of October 31, 1945 is hereby approved.

(b) Hazel-Atlas Glass Company will grant to any applicant at any time licenses to make, have made, use and sell feeders, forming machines, suction machines, lehrs and stackers under any, some or all patents owned or controlled by it on January 31, 1946. If a license is taken under all such patents, the single paid-up royalty for each machine shall be not in excess of the following:

(1) If the licensee, as part of his business sells any machines,

10% of the licensee's sales price for feeders, forming machines and stackers,

5% of the licensee's sales price for suction machines and lehrs, or

(2) If the licensee does not sell machines,

10% of the manufacturing cost, including properly allocable overhead, for feeders, forming machines and stackers,

5% of the manufacturing cost, including properly allocable overhead, for suction machines and lehrs.

In no event is a licensee liable with respect to any machine for payments under both (1) and (2).

(c) Any party or applicant deeming that such charges are excessive, may apply to the District Court at any time for a lowering of such royalties, and in any hearing on such an application, the royalties set forth in

subparagraph (6)(b) shall be given no weight; provided, however, that as a result of such a hearing no royalty shall be fixed in excess of that set forth in subparagraph (6)(b). In such hearing, any applicant, the Government, or any other proper party may question the validity, scope, and value of any or all of Hazel's patents to be licensed under subparagraph (6)(b).

(7) (a) The settlement agreement set forth as Exhibit A attached to the Motion filed herein on May 23, 1947 by Lynch Corporation for an Order Amending Final Judgment of October 31, 1945 is hereby approved.

(b) Lynch Corporation will grant to any applicant at any time licenses to make, have made, use and sell forming machines under now existing patents owned or controlled by it, or under which it has the right to grant licenses. If a license is taken under all such patents, the single paid-up royalty under such license for each machine shall be no more than:

For blow and blow machines for making narrow neck ware:	*$4,000.00*
For press and blow machines for making wide mouth ware:	*$2,000.00*
For press machines:	*$1.00*

(c) Any party or applicant, deeming that such charges are excessive, may apply to the District Court at any time for a lowering of such royalties, and in any hearing on such an application, the royalties set forth in subparagraph (b) of this subparagraph 13(C)(7) shall be given no weight; provided, however, that as a result of such a hearing no royalty shall be fixed in excess of that set forth in said subparagraph (b) of this subparagraph 13(C)(7). In such hearing, any applicant, the Government, or any other proper party may question the validity, scope, and value of any or all of Lynch Corporation's patents to be licensed under subparagraph (b) of this subparagraph 13(C)(7).

(8) The settlement agreement set forth as Exhibit A attached to the Motion filed by defendant Ball Brothers Company herein on May 23, 1947, for an Order Amending Final Judgment is hereby approved. The single royalty which shall be charged by defendant Ball Brothers Company for the privilege to make, have made, use, and sell, feeders, forming machines, suction machines, lehrs and stackers, under all existing patents which are now owned or controlled by it, shall be $1.00 for each machine.

(D) The Settlement Agreement entered into between Hartford-Empire Company and its licensees, as set forth in paragraph 8 of the intervening complaint of Anchor-Hocking Glass Corporation, *et al.*, is hereby approved except in the event and in so far as it may conflict with subparagraph (C) hereof *as entered October 31, 1945*, in which event and to this extent it shall be disapproved and its enforcement or observance perpetually enjoined. With the acquiescence of all parties to said Agreement, but subject to their right to appeal the issues raised by subparagraph (C) hereof *as entered October 31, 1945*, said Agreement shall be thereby reformed and amended to eliminate all provisions in conflict with such subparagraph. Nothing in this subparagraph shall be deemed to authorize any action in violation of the anti-trust laws or in conflict with any other provision of this judgment.

(E) The charges for each privilege designated in subparagraph (B) hereof shall be uniform to all applicants, except that (a) credit may be given for the fair value of patents rights, development work, or other valuable considerations reasonably and in good faith contributed by any licensee to, or for the benefit of, the licensor; and (b) variations may be permitted when required by any statute or the order of any court or other governmental authority, or when specifically ordered by this Court for other good cause shown; provided that any person, firm, or corporation deeming himself or itself aggrieved by any want of uniformity in such charges may apply to this Court for an order requiring the elimination of any unjustified variation.

(F) Except with respect to patent licenses or leases granted by one of the defendants named in this paragraph to another such defendant, each such defendant is

perpetually enjoined and restrained from conditioning any patent license or lease granted under paragraph 12 or 13 of this judgment upon the granting of any such license or lease to such defendant.

(G) Each defendant filing the instrument required under subparagraph (A) of this paragraph shall forthwith furnish a copy thereof to each domestic manufacturer of glassware and to each domestic manufacturer of machinery used in the manufacture of glassware known to such defendant, together with written notice that any such manufacturer desiring to contest the reasonableness of any of the proposed charges under subparagraphs (A)(1) and (B) hereof may, within thirty (30) days from the mailing of such notice, file with the Court a written protest setting forth the basis of its objections. Such defendants shall file with the Court proof of the mailing of such notices; and upon expiration of thirty (30) days from the last date of such mailing, the Court, upon such further proceedings before a master or otherwise as it may deem necessary, shall proceed to determine reasonable rates with respect to all such charges, except those theretofore determined to be reasonable as provided in subparagraph (B) of this paragraph *and in paragraph (C) of this paragraph 13.*

(H) Any applicant may elect at any time to take any or all of the privileges described in subparagraph (B) hereof under then existing patents offered under subparagraph (A) (1) hereof, at the charges determined by this Court to be reasonable, and may elect to take the privileges under then existing patents offered under subparagraph (A) (2) of this paragraph. Any applicant thus electing to take such privileges under said subparagraph (A) (2) and who fails to agree with the licensing defendant as to the rate of royalty which is reasonable under such license may apply to the Court for a determination of such reasonable royalty rate for the specific patent rights applied for.

(I) The plaintiff or any interested defendant, applicant, or licensee reasonably deeming that changes in the

patent position of any defendant require changes in any charges theretofore determined to be reasonable hereunder or the determination of new charges for any privilege or privileges may, upon sixty (60) days' written notice to the Attorney General, to each domestic manufacturer of glassware and to each domestic manufacturer of machinery used in the manufacture of glassware known to the party giving notice, petition the Court for a determination or redetermination of the reasonableness of said charges.

(J) In accordance with the aforesaid Settlement Agreement, Hartford-Empire Company shall forthwith execute agreements in the form of Article I of Exhibits B, C, D and E annexed to the aforesaid intervening complaint of Anchor-Hocking Glass Corporation, *et al.*, shall execute and issue to such licensees as may desire the same, agreements in the form of Article II of said Exhibits, and as soon as practicable shall issue to all then existing lessees of its machines leases and licenses in the standard forms hereto annexed designated, respectively, as:

Exhibit A—Feeder License and Lease
Exhibit B—Forming Machine License and Lease
Exhibit C—Stacker License and Lease
Exhibit D—Lehr License and Lease

the terms and provisions of which are found to be reasonable and are hereby approved. Such licenses and leases, and all other licenses or leases subject to the judgment, shall upon reasonable notice to the licensor be assignable, shall contain the royalty rates determined to be reasonable hereunder and shall (*except the licenses, Exhibits H, I, J, K and M*) run for a five-year term, with automatic rights of renewal in the licensees for additional three-year periods, but shall expressly provide that the licensee shall be free at any time during the terms of the license to contest the validity, scope or enforceability of any of the patents licensed thereunder; provided that this provision shall not be construed to permit, directly or indirectly, the collection of any sums from Hartford-Em-

pire Company with respect to any period prior to November 1, 1945. No other licenses or leases subject to this judgment shall be entered into after the entry of this judgment, or continued in effect for more than sixty (60) days thereafter (except by permission of the Court); unless and until the substantive provisions thereof (excluding mere formal provisions and dates, signatures, names of parties, number and description of the inventions, machines, and patents licensed) have been approved by the Court; and no amendments shall be made in such substantive provisions in any licenses or leases subject to this judgment unless and until such approval has been obtained. Licenses and leases subject to this judgment shall be subject to modification by this Court hereunder and may extend only to existing patents, provided this shall not in any way impair the right of any applicant to obtain licenses hereunder extending to additional patents when issued.

The terms and provisions of the following standard forms hereto annexed, designated respectively as:

Exhibit H—License to Make, Have Made, Use and Sell

Exhibit I—License to Make, Have Made, Use and Sell a Certain Air-Bell Type Feeder

Exhibit J—License from Hartford-Empire Company to Liberty Feeder Company

Exhibit K—Bill of Sale and License

Exhibit L—Termination and Settlement of Licenses and Leases

Exhibit M—Termination and Settlement of Licenses on Current Type Machines and Single Royalty Licenses Therefor

are hereby approved.

(K) If any dispute arises between any applicant, licensee, lessee, or vendee and any defendant under this paragraph, any party thereto may have such dispute determined by the Court on petition on thirty (30) days' notice to the other party to the dispute and to the Attorney General.

(L) The license and lease agreement in effect with respect to each machine purchased pursuant to the agreement of Hartford-Empire Company prescribed by subparagraph (D)(1) of paragraph 12 of this judgment, shall be cancelled and terminated and in consideration of such cancellation and termination and the release of the obligations of the lessee and licensee thereunder, including the obligation to pay royalties, the lessee and licensee shall pay to Hartford-Empire Company the amounts set forth in Exhibit G annexed hereto. Such payment by the purchaser of each presently licensed and leased machine shall constitute both a settlement and compromise of all claims relating to the rights and liabilities of Hartford-Empire Company and the licensee and lessee under the license and lease agreement in effect with respect to each machine so purchased, except royalties and license fees accrued and unpaid prior to the date of cancellation, and a cancellation of such agreement as of the date of sale; provided, however, that as to each presently licensed and leased machine which the licensee and lessee undertakes to purchase within 15 days after May 23, 1947 or within 15 days after receipt by the licensee and the lessee thereof from Hartford-Empire Company of Hartford-Empire Company's initial advice as to its depreciated book value of each such machine, whichever is later, production royalties shall be payable with respect to the period prior to May 23, 1947 but not thereafter. The amounts specified in said Exhibit G shall be unconditionally payable as follows: one-third in cash upon cancellation of the agreement, one-third in the form of a negotiable note due one year later and the final third in the form of a negotiable note due two years later, without interest, and as to cancellations in 1947, deferred payments shall be subject to discount for advance payment at the rate of 2% per annum.

14. The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, be and hereby is enjoined and restrained

(provided that nothing in this paragraph shall prohibit a defendant from obtaining a contract or from enforcing contractual or other rights which are not otherwise prohibited by the terms of this judgment) from directly or indirectly agreeing, conspiring, or combining with any other person, firm, or corporation, or adhering to, maintaining, or furthering any such combination, conspiracy, or agreement, for the purpose of obstructing or delaying the furnishing of any machinery used in the manufacture of glassware to any customer or applicant.

15. The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, be and hereby is ordered and directed to file with the Clerk of this Court, within sixty (60) days after the entry of this judgment, a list of all persons, firms, or corporations against whom any claim is then known and intended to be asserted at any time by any such defendant for infringement of any patent relating to machinery or methods used in the manufacture of glassware arising prior to the entry of this judgment.

16. The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation and Ball Brothers Company, and each of them, be and hereby is enjoined from:

(a) maintaining, or taking any action, other than of dismissal of a suit or defense of a counterclaim, in pursuance of any suit or suits, pending at the date this suit was brought, for infringement of any patent or patents covering inventions embodied in machinery used, or methods employed, in the manufacture of glassware and now owned by any such defendant or now entitling any such defendant to continue suit;

(b) refusing to grant, to any one willing to take a license under paragraph 13 hereof, a release from all claims for damages and profits for the alleged infringement, occurring prior to the entry of this judgment,

of any patent relating to machinery and methods used in the manufacture of glassware and under which such license is proposed to be taken;

(c) seeking recovery (except against any other corporate defendant) under patents relating to machinery and methods used in the manufacture of glassware now owned or controlled by each such defendant for asserted infringements arising out of the use of such machinery and methods before the time of the entry of this judgment; and nothing in this paragraph 16 shall be construed to permit the recovery of profits or damages for asserted infringements prior to such time;

(d) seeking recovery under patents relating to machinery and methods used in the manufacture of glassware now owned or controlled by each such defendant for infringement (of the probable existence of which such defendant was aware at the time of the entry of this judgment and of which notice of claim was filed with the Clerk of the Court under paragraph 15 hereof) which occurred before and continues after the date of the entry of this judgment, unless it was theretofore intended to assert a claim of such infringement, and such claimed infringer fails to take a license with respect thereto offered under paragraph 13 hereof;

(e) seeking recovery under patents relating to machinery and methods used in the manufacture of glassware now owned or controlled by each such defendant for infringement (of the probable existence of which such defendant was aware at the time of the entry of this judgment, but of which notice of claim was not filed under paragraph 15 hereof) which occurred before and continues after the date of the entry of this judgment, until the giving of written notice of such infringement to the alleged infringer and unless the alleged infringer fails to accept a license with respect thereto offered under paragraph 13 hereof;

(f) seeking recovery under patents relating to machinery and methods used in the manufacture of glassware now owned or controlled by each such defendant

for infringement (of the probable existence of which such defendant was not aware at the time of the entry of this judgment) which occurred before and continues after the date of such entry, unless, after thirty (30) days' written notice to the claimed infringer, it or he fails to take a license with respect thereto offered under paragraph 13 hereof.

17. The defendants Hartford-Empire Company and Corning Glass Works be and they hereby are enjoined from reinstating the agreement, dated June 30, 1916, between Hartford-Fairmont Company and Empire Machine Company, or the agreement, dated October 6, 1922, between Hartford-Empire Company and Hartford-Fairmont Company, Empire Machine Company, Corning Glass Works, and others, and from making like contracts with each other in the future relating to machinery and/or methods used in the manufacture of glassware.

18. The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, be and hereby is directed to show cause, in a proceeding to be held by this Court, within sixty (60) days of the entry of this judgment, why said defendants should not be ordered to reform all royalty provisions contained in any agreement, relating to machinery and/or methods used in the manufacture of glassware to which it is a party, to conform to the royalty rates determined to be reasonable pursuant to the provisions of paragraph 13 hereof and to reform in the manner hereinafter indicated each of the agreements specified in this paragraph.

(a) Suction Inventions License Agreement between Hartford-Empire Company and Owens-Illinois Glass Company, October 1, 1935, Ex. 571, R. 9125.

Reform Section 3, R. 9126, by extending the scope of license to include all of the claims of the Kadow Patent No. 1,894,100.

(b) Consolidated Lehr Agreement between Hartford-

Empire Company and Owens-Illinois Glass Company, October 1, 1935, Ex. 580, R. 9213.

Reform Section 8, R. 9217, to include a license under all of the claims of Amsler Patent No. 1,837,311 and all of the claims of Mulholland Patent No. 1,833,090.

(c) Agreement between Owens-Illinois Glass Company and Hartford-Empire Company re: Libbey Glass Company Patents, October 2, 1935, Ex. 581, R. 9232.

Reform Section 3, R. 9233-4, to eliminate the waiver by Hartford of any rights it may have to make, use, sell or lease feeders corresponding to the Westlake machine in connection with the manufacture of ware in Libbey's special field.

(d) Lehr License Agreement between Hartford-Empire Company and Libbey Glass Company, October 25, 1939.

Amend subparagraph (a) of Section 1 of Article II by striking out "Continental United States" and inserting in lieu thereof "United States and its territories."

Reform subparagraph (a) of Section 3 of Article II by eliminating the restriction which limits the use of licensed lehrs to plants owned by Libbey.

(e) License Agreement between Owens-Illinois Glass Company and Lynch Corporation, Ex. 328, R. 9063.

Reform Section 5, R. 9064, by eliminating the restrictions in the license granted by Owens to Lynch which permit Lynch to make and sell repair parts solely for repair of a specified type of machine previously manufactured by the O'Neill Machine Company and in the hands of users, and which forbid the sale by Lynch of parts sufficient to construct a new machine.

(f) Agreement between Hartford-Empire Company and Lynch Corporation, Ex. H.-5027, R. 9532.

Remove the restrictions from Sections 3 and 4, R. 9535.

Cancel Section 5, R. 9535.

Cancel Section 10, R. 9536.

(g) License Agreement between Owens-Illinois Glass Company and Hazel-Atlas Glass Company, Ex. 572, R. 9128.

Reform Section 3, R. 9130, by extending the license granted by Owens to Hazel to eliminate the restrictions prohibiting Hazel from manufacturing certain specified types of ware and limiting the quantity of certain specified types of ware which may be made by Hazel.

Reform Section 4, R. 9131, by changing the license granted by Hazel to Owens from an exclusive to a non-exclusive license.

Reform Section 5, R. 9131, to provide that the mutual rights of Owens and Hazel shall be independent of Hazel's position as a licensee of Hartford and independent of the quantity of glassware manufactured by Owens under Hartford license.

Reform Section 5, subsection A, R. 9132, by eliminating the exclusions set forth in Schedule A.

Cancel Section 13, R. 9135.

Cancel Section 15, R. 9136.

(h) General Agreement between Thatcher Manufacturing Company and Hartford-Empire Company of January 1, 1936, Ex. 248, R. 8956, renewed as of January 1, 1944.

Amend Section 3, R. 8959, by striking out "Continental United States " and substituting therefor "the United States and its territories".

Reform Section 8, R. 8960, by eliminating the exclusions of Schedule C and by eliminating the restrictions limiting the use of the licensed machinery to specified plants.

Reform Section 9, R. 8960, by eliminating the exclusive feature of the license granted to Thatcher and by eliminating the conditions restricting the right of Hartford to grant licenses to others to manufacture milk or cream bottles and the right of Hartford to engage in the manufacture of milk bottles.

Reform Section 10, R. 8961, by eliminating the provision requiring Thatcher to transfer to Hartford patent rights covering changes and additions made by Thatcher to the licensed machinery and by eliminating the restriction permitting future improvements licensed by Hartford to be applied only to Hartford machines.

Cancel Section 17, R. 8965.

Reform Section 24, R. 8969, to assure Thatcher the present right to obtain future licenses to use machinery of the types specified.

(i) Agreement between Enoch T. Ferngren, Fernplas Corporation, Plax Corporation, Harry M. Stucker, American Seal-Kap Corporation and Hartford-Empire Company of May 5, 1937.

Reform Paragraph Fourth

1. By removing the prohibition against applying plastic coatings to glass articles or articles made from alternative, substitute or replacement materials including glass parts of automobile parts and accessories or similar articles or parts made from transparent or translucent substitutes for glass;
2. By removing the prohibition against using the dipping process to apply a coat of organic plastic film or covering to articles commonly made of glass or from alternative, substitute or replacement materials;
3. By removing the prohibition against the manufacture of plastic caps, hoods and seals for use as closures and for use in packaging milk, cream and milk products;
4. By removing the limitation prohibiting Fernplas from using plastic organic inventions to fabricate, reinforce, or coat bottles or other containers or to fabricate or reinforce articles commonly made from glass or from alternative, substitute or replacement materials;
5. By removing the provisions requiring Fernplas to police its licensees.

Reform Paragraph Eighth

By removing the provision which gives Plax the option of suppressing plastic inventions by paying royalties to Fernplas.

Reform Paragraph Eleventh

By removing the acknowledgement of validity and the agreement not to deny or contest validity.

Reform Paragraph Twentieth

By removing the provision which divides, between Hartford and Plax, the field and use of inventions capable of use in both the glassware and plasticware fields.

(j) Agreement Between Plax Corporation, American Seal-Kap Corporation and Fernplas Corporation of May 5, 1937.

Reform Paragraph I

1. By removing the limitations which restrict Seal-Kap, in using the licensed inventions, to the capping and covering of containers for packaging milk, cream and ice cream, and to the capping and covering of milk bottles;
2. By removing the limitation which restricts the application of plastic ribbons by the ribbon machine to the closure of containers for packaging milk, cream, ice cream, and milk products;
3. By cancelling the provisions that the license under "(b)" of paragraph I shall come into effect only when, and shall continue only so long as, Plax has any other licensee or lessee having similar rights, and that Seal-Kap shall have no broader rights than are granted by Plax to other licensees or lessees;
4. By removing the provision which contemplates the possible appointment of Seal-Kap as the agent of Plax in granting to the dairy industry licenses to make plastic hollow containers;
5. By removing the provision which gives Seal-Kap the option to suppress plastic inventions by paying royalties to Plax.

Reform Paragraph II

By removing the provision which requires Plax to police its licensees.

Reform Paragraph III

By removing the provisions which requires Seal-Kap to police its licensees.

Reform Paragraph VIII

By removing the acknowledgement of validity and the agreement not to contest the validity of the licensed patents.

(k) If any claim is made by the plaintiff or a defendant or any party to any agreement between any of the corporate defendants or between Hartford-Empire Company and any of its licensees, relating to patented machinery and/or methods used in the manufacture of glassware, that it embodies restrictive or discriminatory provisions inconsistent with the terms of this judgment, such claim shall be passed upon by this Court on petition by the claimant, on thirty (30) days' notice to the Attorney General of the United States (if plaintiff is not the claimant) and to all defendants and contracting parties affected, and the reformation of any such agreement may be decreed by ordering the deletion of any such restrictive or discriminatory provisions found to be embodied therein.

(l) The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, be and hereby is enjoined from altering in any respect any agreement now existing between any such defendant and any other corporate defendant, relating to patented machinery and/or methods used in the manufacture of glassware, or any such agreement hereafter made in like terms without first obtaining the approval of this Court; provided that this paragraph shall not be deemed to prevent the termination of any of said agreements by consent of the parties thereto or any change thereof which accords to the licensees more favorable terms than in the previous agreement without discrimination forbidden by paragraph 19 hereof.

(m) Failure of the Attorney General where he is not the claimant to take any action following the receipt of

any information under this judgment shall not be construed as an approval of the matter so received or informed and shall not operate as a bar to any action or proceeding that may later be brought or be pending whether pursuant to this judgment or any law of the United States based on things so received or informed. Failure of any defendant to revise any agreement in the manner specified in this paragraph 18 for a period of sixty (60) days after the entry of this judgment or, if such defendant shows cause under this paragraph 18, until a determination by this Court of the issues thereby raised, shall not be deemed to be in violation of this judgment.

19. (A) The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, be and hereby is enjoined from agreeing with any other corporate defendant or from inserting (except at the insistence of a non-defendant licensor and after fifteen (15) days written notice to the Attorney General), enforcing or requiring any other person, firm, or corporation to agree to any provision heretofore or hereafter entered into by it relating to machinery or methods used in the manufacture of glassware and embodying or employing patented inventions which

(a) directly or indirectly limits or restricts:

(1) the type or kind of glassware which can be produced with, upon, or by machinery and/or methods used in the manufacture of glassware and licensed under patents or patent applications now or hereafter owned or controlled by it; (2) the use of glassware so produced; (3) the character, weight, color, capacity, or composition of glassware so produced; (4) the quantity thereof so produced; (5) the market (as to territory, customers, or class of customers) to or in which the same may be sold or distributed; (6) the price or terms of sale or other disposition of glassware so produced or of machinery used in the manufacture of

glassware, or (7) the use of any machinery used in the manufacture of glassware, or patented inventions embodied in, or employed by, machinery used in the manufacture of glassware and licensed by it, to use in connection with any other machinery or equipment distributed, or inventions licensed, by it, or to use in any specified plant or locality; or

(b) gives or purports to give a right to terminate any license if the use of any machinery used in the manufacture of glassware fails to conform to limitations and restrictions forbidden in (a); or

(c) expressly provides that any licensee shall not contest the validity of any patent or patents of such defendant covering inventions embodied in machinery or methods used in the manufacture of glassware; or

(d) provides that parts and equipment constituting improvements on machinery used in the manufacture of glassware, which are made by the lessee or vendee of such machinery, shall become the property of the lessor or vendor; or

(e) provides that rights to improvements, including inventions, patent applications, and patents covering licensed inventions embodied in, or employed by, machinery or methods used in the manufacture of glassware, made or acquired by the licensee, shall become the exclusive property of the lessor or vendor; or

(f) grants to any licensee, lessee, or vendee of any machinery and/or methods used in the manufacture of glassware, when such machinery and/or methods embody or employ inventions covered by patent applications owned by it or under which it has the right to grant licenses, a preferential position amounting to an unfair discrimination, whether by means of lower rates of royalty, by different provisions of licensing, leasing, or sale, by exclusive licenses, rebates, discounts, a share in net or gross income or any part thereof, or by any other means.

(B) The defendant Hartford-Empire Company be and hereby is enjoined and restrained from directly or in-

directly agreeing, conspiring, or combining with any other person, firm, or corporation, with respect to the acquisition of patent rights, for the purpose of preventing competition between manufacturers of glassware and manufacturers of competitive articles made from alternative, substitute, or replacement materials.

(C) The defendant Hartford-Empire Company be and hereby is enjoined and restrained from hereafter directly or indirectly agreeing, conspiring, or combining with any manufacturer or distributor of glassware or of machinery used in the manufacture of glassware (other than a person from whom it is proposed to acquire such patent rights or from whom it becomes necessary to obtain transfer or release of any prior interests therein) for the purpose of acquiring patent rights relating to machinery used in the manufacture of articles competitive with glassware articles, but made of alternative, substitute, or replacement materials. The injunctions contained in subparagraphs (B) and (C) hereof shall not apply to any new interests which may succeed to the ownership of all or any part of any plastic business owned by Hartford-Empire Company or any subsidiary thereof.

20. During the ten years following the entry of this judgment, any agreement between any of the corporate defendants relating to patents, trade practices, volume or methods of production, or trade relations and to the subject matter of this judgment, shall be filed with the Attorney General at least fifteen (15) days before being entered into; provided that if the Attorney General files objections to any provision of any such proposed agreement within fifteen (15) days from the date of said filing, no defendant shall become a party thereto until such agreement has been approved by the Court; and provided further that it shall be unnecessary to file any agreement which is identical (except as to parties, dates, number and types of machines involved) with any agreement theretofore filed with the Attorney General. Any future agreement between Hartford-Empire Company and its licensees in modification or settlement of any obligations

arising out of this case shall be subject to the approval of this Court, on at least fifteen (15) days' notice to the Attorney General.

21. The defendants Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, is hereby enjoined from requiring, requesting, or inducing Hartford-Empire Company to seek the permission, advice, or consent of said defendants or any of them before licensing machinery used in the manufacture of glassware to newcomers in the glassware industry, or before allowing then existing licensees of Hartford-Empire Company to manufacture additional types, kinds, or amounts of glassware.

22. Each of the individual defendants F. Goodwin Smith, Bartlett Arkell, Alexander D. Falck, Roger M. Eldred, Karl E. Peiler, Arthur T. Safford, Jr., Theodore L. Champeau, A. M. Pease, Amory Houghton, Arthur A. Houghton, Jr., Arthur L. Day, Eugene C. Sullivan, William H. Curtiss, J. L. Peden, William E. Levis, E. F. Martin, John H. McNerney, R. H. Barnard, C. B. Belknap, Harold Boeschenstein, W. H. Boshart, H. E. Collin, George P. Greenhalgh, W. W. Knight, F. H. McAdoo, C. J. Root, F. W. Schwenck, J. Harrison McNash, Walter H. McClure, George S. Quay, L. C. Paull, H. W. Gee, William W. Holloway, B. H. Seabright, R. W. Niver, E. F. Wellinghoff, S. G. H. Turner, Jervis Langdon, W. H. Mandeville, F. W. Swan, Stanton Griffis, J. L. Watts, Uz McMurtrie, N. M. McCullough, Thomas Chandler Werbe, E. G. Bridges, A. G. Doll, George A. Ball, W. H. Ball, Edmund F. Ball, Fred J. Petty, Charles R. Stevenson, Emory G. Ackerman, and G. F. Rieman, be and hereby is enjoined from holding, directly or indirectly, or through corporations, agents, trustees, representatives, or nominees, any measure of control, through ownership of stocks or bonds or otherwise, of a corporation engaged either in the manufacture and sale of glassware or in the manufacture or distribution of machinery used in the manufacture of glassware or in both, which competes with the

corporate defendant with which he is then officially connected; provided however, that this paragraph shall not apply to the holding of stock by any individual defendant solely in a fiduciary capacity for the benefit of a person or persons other than defendants herein and that no defendant so holding stock in a fiduciary capacity shall exercise any voting rights with respect to such stock or give any proxy to vote the same; and further provided that nothing in this paragraph shall apply to the holding by any individual defendant of stock or bonds in any subsidiary, parent, or subsidiary of the parent of the corporate defendant in which he is an officer, director, agent, or employee, or in a corporation solely engaged in business outside the territorial limits of the United States of America or its possessions; provided further that any of the defendants required by this paragraph to divest themselves of any stock shall be permitted to do so over a period of not more than ninety (90) days from the entry of this judgment and that such of the defendants Alexander D. Falck, Amory Houghton, Arthur A. Houghton, Jr., and William E. Levis, if any, as may be required by this paragraph to divest themselves of any stock, shall be permitted to do so over a period of not more than three (3) years from the effective date of this judgment, and if, at the expiration of said three (3) years, any of such last named defendants shall not have divested themselves of such stock they may apply to the Court, on thirty (30) days' notice to the Attorney General, for permission to continue to hold such stock provided they shall at that time have relinquished their rights to vote the stock of the competing corporation until such stock is divested; provided further that such of the defendants as may be required by this paragraph to divest themselves of any stock or bonds shall submit to the Court, with notice to the Attorney General, a written statement containing the name or names of those to whom said stock or bonds have been sold or otherwise transferred; and provided further that the defendants Hartford-Empire Company and Corning Glass Works shall be deemed to compete with each other within the

meaning of this paragraph. *The agreement among defendants Amory Houghton and Arthur A. Houghton, Jr., individually and as trustees, and Hartford-Empire Company, which is Exhibit B to the motion filed May 23, 1947, is hereby approved, and the purchase by Hartford-Empire Company of its stock now owned by Amory Houghton and Arthur A. Houghton, Jr., individually and as trustees, and of such of its stock owned by other former stockholders of Empire Machine Company and their successors as is offered to it in the manner described in said Exhibit B, is hereby approved.*

23. Each of the individual defendants F. Goodwin Smith, Bartlett Arkell, Alexander D. Falck, Roger M. Eldred, Karl E. Peiler, Arthur T. Safford, Jr., Theodore L. Champeau, A. M. Pease, Amory Houghton, Arthur A. Houghton, Jr., Arthur L. Day, Eugene C. Sullivan, William H. Curtis, J. L. Peden, William E. Levis, E. F. Martin, John H. McNerney, R. H. Barnard, C. B. Belknap, Harold Boeschenstein, W. H. Boshart, H. E. Collin, George P. Greenhalgh, W. W. Knight, F. H. McAdoo, C. J. Root, F. W. Schwenck, J. Harrison McNash, Walter H. McClure, George S. Quay, L. C. Paull, H. W. Gee, William W. Holloway, B. H. Seabright, R. W. Niver, E. F. Wellinghoff, S. G. H. Turner, Jervis Langdon, W. H. Mandeville, F. W. Swan, Stanton Griffis, J. L. Watts, Uz McMurtrie, N. M. McCullough, Thomas Chandler Werbe, E. G. Bridges, A. G. Doll, George A. Ball, W. H. Ball, Edmund F. Ball, Fred J. Petty, Charles R. Stevenson, Emory G. Ackerman, and G. F. Rieman, who has, on or subsequent to December 11, 1939, sold or otherwise transferred ownership or control of stock or bonds of a corporation engaged in the manufacture and sale of glassware or in the manufacture and distribution of machinery used in the manufacture of glassware, which competed with the corporate defendant with which he was then officially connected, shall within thirty (30) days of the entry of this judgment submit to the Court, with notice to the Attorney General, a written statement containing the name or names of those to whom the stock or bonds were sold or otherwise transferred; provided that

each of the defendants Alexander D. Falck, Amory Houghton and Arthur A. Houghton, Jr., shall submit such a list containing the name or names, if any, of those to whom he has, since December 11, 1939, transferred any of the stock theretofore held by him in Hartford-Empire Company, Empire Machine and Corning Glass Works.

24. Each of the individual defendants F. Goodwin Smith, Bartlett Arkell, Alexander D. Falck, Roger M. Eldred, Karl E. Peiler, Arthur T. Safford, Jr., Theodore L. Champeau, A. M. Pease, Amory Houghton, Arthur A. Houghton, Jr., Arthur L. Day, Eugene C. Sullivan, William H. Curtiss, J. L. Peden, William E. Levis, E. F. Martin, John H. McNerney, R. H. Barnard, C. B. Belknap, Harold Boeschenstein, W. H. Boshart, H. E. Collin, George P. Greenhalgh, W. W. Knight, F. H. McAdoo, C. J. Root, F. W. Schwenck, J. Harrison McNash, Walter H. McClure, George S. Quay, L. C. Paull, H. W. Gee, William W. Holloway, B. H. Seabright, R. W. Niver, E. F. Wellinghoff, S. G. H. Turner, Jervis Langdon, W. H. Mandeville, F. W. Swan, Stanton Griffis, J. L. Watts Uz McMurtrie, N. M. McCullough, Thomas Chandler Werbe, E. G. Bridges, A. G. Doll, George A. Ball, W. H. Ball, Edmund F. Ball, Fred J. Petty, Charles R. Stevenson, Emory G. Ackerman, and G. F. Rieman, be and he hereby is enjoined from holding after thirty (30) days from the entry of this judgment an office or directorship in a corporation engaged either in the manufacture and sale of glassware or in the manufacture or distribution of machinery used in the manufacture of glassware which competes with the corporate defendant with which he is then officially connected; provided that the provisions of this paragraph shall not restrain or preclude an officer or director of any of the defendant corporations herein from simultaneously acting as officer or director of a subsidiary, parent, or subsidiary of the parent of the corporate defendant of which he is so acting as officer or director, or of a corporation engaged solely in business outside the territorial limits of the United States of America or its possessions.

25. (A) The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company and each of them, while engaged either in the manufacture and sale of glassware or in the manufacture or distribution of machinery used in the manufacture of glassware, or both, be and hereby is perpetually enjoined from acquiring, purchasing or, for more than thirty (30) days after the entry of this judgment, from holding, or controlling, directly or indirectly, or through agents, representatives, or nominees, the business or assets or capital stock or bonds of any other such defendant corporation.

(B) The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, while engaged either in the manufacture and sale of glassware or in the manufacture or distribution of machinery used in the manufacture of glassware, or both, be and hereby is perpetually enjoined from acquiring, purchasing, acquiring and holding or acquiring and controlling, directly or indirectly, or through agents, representatives, or nominees the business or assets or any measure of control over the business of a competing corporation, firm, or individual so engaged, unless any such acquisition is approved by the Court, after reasonable notice to the Attorney General; provided, however, that this subparagraph (B) of this paragraph shall not prevent any of the corporate defendants from acquiring, purchasing, acquiring and holding or acquiring and controlling the business or assets or stock or bonds of its own subsidiary, as defined in subparagraph (O) of paragraph 2, or of any corporation engaged solely in business outside of the territorial limits of the United States of America and its possessions.

26. The defendant Glass Container Association of America having been dissolved by unanimous consent of all members on March 31, 1945, such former members

are hereby enjoined from continuing said Association for any purpose other than to wind up its affairs.

27. The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, be and hereby is enjoined for a period of five years from forming or joining any trade associations for the glass container industry in the United States similar to the Glass Container Association of America, provided:

(A) that at any time after said five years any defendant or defendants may apply to the Court for leave to do so and may have such leave on showing to the Court that the purposes and activities of the proposed body will not be violative of law; and

(B) that the terms of this paragraph 27 shall be subject to the provisions of the order entered by this Court on May 15, 1945 upon the intervening complaint of George F. Lang, *et al.*, and annexed to this judgment as Exhibit E.

28. Each of the defendants, Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation and Ball Brothers Company, be and hereby is enjoined and restrained from

(1) agreeing, combining, or conspiring with any other defendant corporation or with any other manufacturer or seller of glassware or of machinery used in the manufacture of glassware, whether a natural person, partnership, or corporation, or adhering to, maintaining, or furthering any such combination, conspiracy, or agreement:

(a) to limit the production of glassware or of machinery used in the manufacture of glassware, or to fix, raise, maintain, or adhere to prices of glassware or of such machinery; or to coerce, intentionally persuade, cause, impel, advise, or induce any manufacturer of glassware or of such machinery to limit the production of glassware or of such machinery or to fix,

raise, maintain, or adhere to prices of glassware or of such machinery;

(b) to ascertain the volume of business of a manufacturer of glassware or of machinery used in the manufacture of glassware for any period or periods, or to make forecasts of the estimated demands for different types of glassware or of such machinery, where the purpose of such ascertainment, estimate, or forecast is to coerce or intentionally persuade or agree with any manufacturer of glassware or of such machinery to limit or control production or to fix, raise, or maintain the price of glassware or of such machinery;

(c) to collect, compile, analyze, or distribute data concerning the production, sales, orders, shipments, deliveries, costs, or prices of glassware or of machinery used in the manufacture of glassware, where there is any disclosure of data concerning any particular manufacturer with the purpose or agreement to coerce or intentionally persuade any manufacturer to limit or control production or to fix, raise, or maintain the price of glassware or of such machinery;

(d) to examine or audit the records or accounts of a manufacturer of glassware or of machinery used in the manufacture of glassware, provided, however, that this subparagraph 28 (1) (d) shall not prohibit a licensor of a patent from having an independent auditor examine the records and accounts of a licensee in connection with the collection of royalties where it is made a condition of the employment of such auditor that he disclose only such information to the licensor as is necessary to determine the amount of royalties payable, nor shall this subparagraph 28 (1) (d) prohibit an association from having an independent auditor examine the records and accounts of members of the association where it is made a condition of the employment of such auditor that he disclose only such information to the association as is necessary to determine the amount of dues payable by the member to the association;

(e) to allocate or refrain from soliciting customers

of manufacturers of glassware or of machinery used in the manufacture of glassware, or to allocate markets or marketing territories among the several manufacturers;

(2) formulating, promoting, or taking part in any plan with any other corporation for the prorating of business or the equitable sharing of available business in the distribution of glassware, or machinery used in the manufacture of glassware; or

(3) distributing data concerning the production, shipments, sales, orders, costs, or prices of any manufacturer of glassware or of machinery used in the manufacture of glassware, or presenting or discussing data dealing with sales, orders, costs, or prices at meetings, or elsewhere, or by correspondence or otherwise, pursuant to any agreement or understanding or with the purpose or intent that any manufacturer or manufacturers of glassware or of such machinery shall limit his or its output to any production quota or shall adhere or conform to any price; provided, however, that the provisions of this paragraph 28 and any subparagraph thereof shall not prevent any single defendant corporation in the exercise of its own independent judgment from taking any action lawful under the Miller-Tydings Act; nor shall this paragraph or any subparagraph thereof be construed to forbid normal business transactions of any of the corporate defendants with its selling agents or consignees, persons, or corporations rendering or receiving services, or customers; or to prohibit transactions with citizens or corporations or foreign nations; or to prevent any defendant from availing itself of the benefits of the Webb-Pomerene Act, the Small Business Mobilization Act or (save as elsewhere in this judgment provided) of the benefit of the patent laws.

29. Defendant Ball Brothers Company be and it hereby is directed to cause Ball Glass Corporation to offer for sale within sixty (60) days from the entry of this judgment all real estate, factories, machinery, tanks, furnaces, and other assets pertaining to the manufacture of glassware now owned by Ball Glass Corporation at

Three Rivers, County of Live Oak, Texas, at a fair price to be determined by this Court; and Ball Brothers Company be and hereby is directed to cause Ball Glass Corporation to continue to offer for sale and to hold itself in readiness to divest itself completely of all such property when and if the opportunity arises to sell the same to a purchaser and under conditions approved by this Court.

30. (A). The Clerk of this Court is hereby ordered to repay to defendant Ball Brothers Company and defendant Corning Glass Works the funds paid by each into Court and impounded in the registry.

(B). Defendant Corning Glass Works is hereby directed to dedicate to the public the entire right, title, and interest of said defendant Corning Glass Works in and to the following Letters Patent:

Patent No.	Date	Inventor
Re. 19,439	January 22, 1935	Smith

(Original 1,896,870 dated February 7, 1933)

together with any and all reissues and extentions thereof and the entire right in the United States and its territories in and to any and all inventions described and claimed in said Letters Patent.

(C) Defendant Hartford-Empire Company shall forthwith dedicate to the public, effective as of October 31, 1950, Patents Numbers 2,073,571, 2,073,572 and 2,073,573 and shall forthwith record such dedication in the United States Patent Office. In default of such dedication, this paragraph shall operate as such dedication. Neither the dedication, nor the effectuation of such dedication on October 31, 1950, of said patents shall be deemed to be a change in the patent position of Hartford-Empire Company within the meaning of subparagraph 13(I); provided, however, that such dedication shall be deemed to be a change in the patent position of Hartford-Empire Company with respect to feeder production royalties payable after October 31, 1950, by Hartford-Empire Company feeder licensees. Such dedication, this judgment, and all proceedings heretofore herein shall be without prejudice to any rights of either

the United States or Hartford-Empire Company, in the suit of United States v. Hartford-Empire Company, now pending in the United States District Court for the District of Delaware; provided, however, that plaintiff will not move in said Delaware suit, prior to entry by the District Court of judgment therein after trial on the merits for any interlocutory relief affecting the rights of defendant Hartford-Empire Company to moneys accruing to said defendant pursuant to this judgment.

31. The Clerk of this Court is hereby ordered to repay to defendant Hartford-Empire Company and defendant Hazel-Atlas Glass Company the funds paid by each into Court and impounded in the registry.

32. Defendant Thatcher Manufacturing Company be and it hereby is enjoined from the enforcement of such of the provisions of the agreement dated August 29, 1919, between defendant Thatcher Manufacturing Company and J. T. & A. Hamilton Company, and all amendments thereto, by which J. T. & A. Hamilton Company agreed to limit or restrict its production of milk bottles to Allegheny County, Pennsylvania, and from the enforcement of such of the provisions of an agreement dated December 5, 1932, between defendant Thatcher Manufacturing Company and Knox Glass Bottle Company by which Knox Glass Bottle Company agreed to refrain from manufacturing milk bottles.

33. Defendants Hartford-Empire Company and Lynch Corporation, and each of them, be and hereby is enjoined and restrained except as otherwise authorized in this judgment from recognizing, performing, or asserting any rights under any provision of any agreement between said defendant corporations, including the agreement entered into under date of August 23, 1933, as amended, which limits or restricts the terms upon which, or the customers to whom, Lynch Corporation may sell forming machines embodying or employing inventions owned by Hartford-Empire Company, or which requires purchasers of such machines from Lynch Corporation to enter into forming machine license agreements with Hartford-Empire Company.

34. Lynch Corporation, its officers and directors, be and they hereby are directed to offer for sale at any time prior to September 2, 1947 all real estate, machinery, patterns, drawings, jigs, tools, dies and other equipment and properties (excepting patents), acquired by defendant Lynch Corporation on August 21, 1933, from Edward Miller doing business as Miller Machine Mold Works, and now owned or controlled by defendant Lynch Corporation or its subsidiaries, together with all other machinery and copies of all patterns, drawings, jigs, tools, dies and other equipment and properties (excepting patents), which defendant Lynch Corporation now owns, in so far as they relate exclusively to or are used exclusively in the manufacture of those types of forming machines (excepting narrow neck machines) which were manufactured by Edward Miller prior to August 21, 1933, at a fair price to be approved by this Court; and defendant Lynch Corporation be and it hereby is directed thereafter, and until further order of this Court, to continue to offer for sale and to hold itself in readiness to divest itself completely of all such property when and if an opportunity arises to sell the same to a purchaser, under conditions approved by this Court.

35. Defendant Hartford-Empire Company be and it is hereby directed to proceed promptly to secure the amendment of its Certificate of Incorporation (1) by striking out subdivision (e) of Section 9 thereof, which requires approval of sixty-five per cent (65%) of the common capital stock or unanimous approval by the Board of Directors to permit the corporation to engage in the manufacture and sale of glassware and (2) by striking out the second sentence of the fifth paragraph of Section 3 thereof, making all power to manufacture and sell glass subject to the provisions of Section 9, subdivision (e), and any proxy, vote or attendance at a meeting by its directors or stockholders in order to carry out the purpose of this paragraph shall not be construed to be in violation of any other paragraph of this judgment; and defendant Hartford-Empire Company, be and it hereby is enjoined from conforming to the re-

quirements of said subdivision (e) of Section 9 of its Certificate of Incorporation.

36. The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, be and hereby is enjoined from combining, conspiring, or agreeing with any other person, firm or corporation, or adhering to, maintaining, or furthering any such combination, conspiracy, or agreement, to apply for patents in the United States Patent Office covering inventions embodied in machinery or methods used in the manufacture of glassware by others primarily for the purpose of using patents issued on said applications to fence in, prevent or hinder others from using, developing, or improving their own inventions; provided, however, that this paragraph shall not be construed to prevent agreements between a patent lawyer or solicitor and his client, so long as the said lawyer or solicitor is not then also being retained by any other defendant with respect to the same general subject matter.

37. The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, be and hereby is enjoined from combining, conspiring or agreeing with any other person, firm or corporation, or adhering to, maintaining, or furthering any such combination, conspiracy, or agreement, with respect to patents or patent applications covering inventions embodied in methods or in machinery used in the manufacture of glassware,

(a) to obtain from the Patent Office dominating patents for one or more of the persons, firms or corporations so combining, conspiring or agreeing and for the purpose of giving such defendant or the combination, patent control of machinery used in the manufacture of glassware;

(b) to refrain from disclosing to the Patent Office facts within their knowledge which if disclosed, would tend to prevent the issuance of dominating patents to one of said persons, firms or corporations so combining, conspiring or agreeing;

(c) to make any representation to the Patent Office designed to further the issuance of patents to any of the persons, firms or corporations so combining, conspiring or agreeing without fully disclosing to the Patent Office any community of interest existing among said persons, firms or corporations;

(d) to transfer conflicting claims from one patent application to another in accordance with a decision arrived at after negotiation rather than in accordance with a decision by the Patent Office or by the Courts in an interference proceeding or in accordance with a decision arrived at in genuine arbitration proceedings after the declaration of an interference, unless such transfer is approved by the Patent Office after a full disclosure of the facts in justification thereof, made in writing to the Patent Office and to the Attorney General at least sixty (60) days prior to the time of such transfer.

(e) to disclose regularly or periodically their patent applications, or information about the unpatented inventions they own or control, to any person, firm or corporation prior to the declaration of an interference with such other person or corporation, except in connection with the granting of a license to said other person, firm or corporation under said unpatented inventions or in furtherance of such a license, and provided that this shall not prevent the exchange of scientific information in the regular course of business;

(f) to secure information concerning pending interferences to which the person, firm or corporation securing the information is not a party; and to secure information concerning the unpatented inventions of others, except when the person, firm or corporation

securing the information is entitled to obtain such information by the Rules of Practice of the United States Patent Office or by the terms of a license under such inventions; and

(g) to delay the issuance of any patent for the purpose of avoiding the adverse effect of such patents on the previously issued patents of any of the persons, firms or corporations so combining, conspiring or agreeing;

provided, however, that this paragraph shall not be construed to prevent agreements or the exchange of information between a patent lawyer or solicitor and his client, so long as the said lawyer or solicitor is not then also being retained by any other defendant with respect to the same general subject matter; or to prevent the dissemination through publicly distributed scientific, trade, or other learned publications of general distribution, of information relating to inventions or patent applications.

38. The defendants Hartford-Empire Company, Corning Glass Works, Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company, Lynch Corporation, and Ball Brothers Company, and each of them, be and hereby is enjoined from combining, conspiring or agreeing with any other person, firm or corporation, or adhering to, maintaining, or furthering any such combination, conspiracy, or agreement with respect to patent applications covering inventions embodied in methods or machinery used in the manufacture of glassware, to obstruct, hinder, harass or delay any other applicant in the Patent Office by

(a) simultaneously prosecuting in any interference in the Patent Office a plurality of applications owned or controlled by parties having a common interest therein;

(b) delaying the recordation in the Patent Office of the assignment to any of the persons so combining, conspiring, or agreeing of acquired applications in order to retain record title to such applications in diverse hands to permit the prosecution of a plurality of such applications in a single interference;

(c) filing any "trap" application for the purpose of provoking an interference between the party filing the application and some other applicant in the Patent Office; and

(d) conducting or prolonging friendly interferences not for the purpose of genuinely litigating the issues therein involved but only for the purpose of retaining in the Patent Office the applications in interference as a means of provoking interference with other applications.

39. For the purpose of securing compliance with this judgment, and for no other purpose, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General or an Assistant Attorney General, and on reasonable notice to any one of the defendant corporations made to the principal office of such defendant corporation, be permitted, subject to any legally recognized privilege, (1) access, during the office hours of such defendant corporation, to all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of such defendant corporation relating to any matters contained in this judgment, and (2) subject to the reasonable convenience of such defendant corporation and without restraint or interference from the defendants to interview officers or employees of such defendant corporation, who may have counsel present, regrading any such matters; provided, however, that such information obtained by the means permitted in this paragraph 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 for the purpose of securing compliance with this decree in which the United States is a party or as is otherwise required by law.

40. Any notice to be given to the Court pursuant to this judgment shall be addressed to the United States District Court, United States Customs and Court Building, Toledo, Ohio; any notice to be given to the Attorney General pursuant to this judgment shall be addressed to The Attorney General, Department of Justice, Washington, D. C.; and any notice to be given to any of the defendants, pursuant to this judgment, shall be addressed to the principal place of business of the respective defendant corporation, or in the case of notice to any individual defendant, to the principal place of business of the defendant corporation with which such individual defendant is connected.

41. (A) Jurisdiction of this cause is retained for the purposes heretofore set forth, as well as for the purpose of enabling any of the parties to this judgment or their successors 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 modification thereof, the lifting of obligations or limitations now placed upon any defendant in the event conditions change and these obligations or limitations are then inappropriate, unnecessary or unduly harsh, for the enforcement of compliance therewith and for the punishment of violations thereof; and the Attorney General may at any time, and from time to time, apply to the Court for a modification of this judgment to provide for further relief against or for the dissolution of Hartford-Empire Company, or for modification of this judgment in any other manner, if it should appear that the operation of its terms is failing to bring about a correction of the violations of the federal antitrust laws which are the basis of this judgment.

(B) Except where applications to this Court are elsewhere herein provided to be upon notice to the Attorney General or other specified parties, any application by any party hereto, under the provisions of this paragraph alone or in combination with any other paragraph, shall be made upon notice to all of the parties hereto.

42. Except where otherwise indicated herein, the provisions of this judgment shall go into effect immediately.

43. The plaintiff shall recover jointly and severally from the defendants mentioned in paragraph 4 of this judgment all taxable costs of this suit.

44. The Complaint be and hereby is dismissed against each of the following defendants: The Stevenson Corporation, Anchor Hocking Glass Corporation, Liberty Glass Corporation, Robson D. Brown, Isaac J. Collins, J. D. Dilworth, W. V. Fisher, T. C. Fulton, H. C. Mandeville, Frank Clayton Ball, Herman Krannert, V. E. Macy, Jr., J. K. Moffett, Ernest Stauffen, Jr., L. B. Williams, J. O. Deegan, B. E. Factor, C. D. King, H. J. Carr, H. C. Laughlin, H. J. Hamlin, F. B. Schlub, Russell Davidson, C. J. Pfeffer, Frank P. Collins, William H. Honiss, Alanson B. Houghton, Ben F. Hazelton, Jr., H. C. Phillips, J. Summer Jones, C. G. Decker, C. K. Hevener, George F. Collins, R. H. Levis, Arthur E. Ball, A. M. Bracken, Glen W. Cole, W. C. Decker, George B. Hollister, John C. Hostetter, P. W. Jenkins, S. O. Laughlin, George D. Macbeth, A. L. Metzner, F. H. Mills, F. T. Nesbitt, H. W. Sherwood, F. J. Solon, John L. Thomas, and C. J. Wilcox.

FRANK L. KLOEB,
United States District Judge.

Dated: October 31, 1945.
As amended May 23, 1947.

Exhibit A
FEEDER LICENSE AND LEASE NO. H S F ______
from
HARTFORD-EMPIRE COMPANY
to

____
____

Dated ______________________________

Hartford Single Feeder No. ________
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HARTFORD-EMPIRE COMPANY
License and Lease Agreement

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LICENSE AND LEASE NO. H S F

PREAMBLE

THIS LICENSE AND LEASE, made this ________ day of ________________, 19____, between HARTFORD-EMPIRE COMPANY, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as LICENSOR, and ____

____

a corporation organized under the laws of the State of

____

and having a place of business at________________________

____

which together with its successors and assigns is herein designated as LICENSEE,

WITNESSETH: That whereas the Licensor owns or controls certain Letters Patent of the United States, which are set forth in Schedule D annexed hereto, and certain applications now pending for Letters Patent of the United States, relating to the manufacture of glassware, and

WHEREAS the Licensee is engaged in manufacturing glassware, and desires to use in said business machinery known as the "Hartford Single Feeder" and described in Schedule A annexed hereto, said machinery embodying inventions shown in said letters patent and patent applications,

NOW, THEREFORE, in consideration of the covenants and royalties hereinafter set forth, and a license fee of ____ to be paid by said Licensee to said Licensor in the following manner ________________________________ to be paid in cash upon the execution and delivery of this license and lease and the balance of ____________________

____

within sixty (60) days after the "Hartford Single Feeder" is ready for shipment to Licensee, it is hereby mutually agreed as follows:

Section 1.

Extent of License and Lease.

The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said Hartford Single Feeder, said machinery, together with all devices and mechanisms used in connection therewith and furnished by Licensor under this license and lease, being hereinafter referred to as "leased machinery;" PROVIDED, HOWEVER, that this license and lease confers only the right to use said leased machinery in the United States and its territories.

Section 2.

Preparation for Installation.

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased

machinery, to furnish and have ready proper floor space, foundations, connection between tank and forehearth, piping, tools, motor, power and such adjuncts and equipment as are required to perfect the installation of said leased machinery.

Section 3.

Delivery and Installation.

The Licensor, as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery f.o.b. rail shipment at place of manufacture, and shall aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the leased machinery and pay royalties to the Licensor as hereinafter provided.

Section 4.

Term.

This license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall remain in force for a period of five (5) years from ______________. The licensee may renew for as many supplemental periods of three (3) years as it shall elect, provided such renewal shall be claimed in writing before the end of each period, initial or supplemental, and shall be upon all the conditions hereof except as to installation and without additional license fee for such renewal.

Section 5.

Licensor Retains Title.

It is understood and agreed that the Licensor and its successors and assigns, retains, and shall continue to retain, complete title to said leased machinery, subject only to the possession and use thereof by licensee during the term of this license and lease.

Section 6.

Nature of Use.

Said leased machinery may only be used for manufacturing any and all articles of glassware.

Section 7.

Assignment.

(a) The Licensee may assign its rights in the said leased machinery, upon reasonable notice to the Licensor, to any assignee or successor, who shall take the assignment subject to and who shall undertake in writing to be bound by the obligations of Licensee under this license and lease.

The Licensee shall furnish to the Licensor, upon such assignment, a duly executed copy of the aforesaid assignment and undertaking and the address designated by the assignee or successor for the giving of notices hereunder, and only upon the receipt thereof shall the words "Licensee" herein be deemed to include such assignee or successor.

(b) If the Licensee discontinues for period of more than one year the production of glassware under this license and lease, or if proceedings in bankruptcy are commenced by or against the Licensee, or if a receiver is appointed over the Licensee, or if the Licensee makes any general transfer or assignment for the benefit of creditors, then and in any such case this license and lease may, at the option of the Licensor, be terminated as provided for in Section 17.

Section 8.

Changes, Additions and Improvements.

No changes, additions, or subtractions, other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 16 hereof in the event of injunction, and except as provided in this Section for improvements; and all changes and additions, when made, shall become the property of the Licensor; Provided, however, that changes and additions constituting improvements devised by the Licensee for use on said leased machinery shall not become the property of the Licensor.

The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in this license and lease, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States upon said leased machinery in the making of glassware or upon machinery of identical type used by other licensees of the Licensor. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness such parts as may be needed to apply the said improvements to the said leased machinery, at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon said leased machinery, and only during the term of this license and lease. All parts belonging to Licensor displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements", when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the original functions of such machinery; and not otherwise.

Section 9.

Accounting.

The Licensee shall keep proper books of account during its entire operation under this license and lease, showing the length of time that said leased machinery is operated each day, and the number, kinds and sizes of glassware produced each day by said machinery, and all other facts necessary for the determination of the royalties due hereunder, all in such form, within reasonable limits, as shall be specified by the Licensor. Such books shall at all reasonable times be opened to inspection by

an independent auditor employed by the Licensor, in connection with the collection of royalties, if such auditor is employed on condition that he disclose to Licensor only such information as is necessary to determine the amount of royalties payable. The Licensee shall, on or before the tenth day of each month, furnish to the Licensor, upon blanks provided by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this section, so far as may be required by the Licensor, for the preceding calendar month.

Section 10.

Royalties.

The Licensee shall pay to the Licensor, during the term of this license and lease, royalties on all merchantable glassware produced by or with the aid of said leased machinery from the completion of its installation, at the rates per gross, for the respective items of ware, provided in Schedule "C" annexed hereto.

All of said royalties shall be paid monthly, at the Licensor's office in New York funds, on or before the fifteenth day of each month, for and upon all merchantable glassware manufactured by the Licensee under this license and lease, during the preceding calendar month.

The royalty rates herein provided shall stand until modified by final order of the United States District Court for the Northern District of Ohio, Western Division, entered in accordance with the final judgment in the cause entitled *United States* v. *Hartford-Empire Company, et al.* Any dispute as to the reasonableness of the rental or royalty provided for in Sections 10, 11 and 15, or any amendment thereto, or the reasonableness of any period of retention specified in Section 15, shall, at the election of either party, be submitted to such Court for determination in accordance with such judgment.

Section 11.

Minimum Royalty.

The said Licensee shall pay in royalties a minimum royalty under this license and lease of not less than Fif-

teen Hundred (1,500) Dollars per year, to commence ninety (90) days after said leased machinery is ready to ship to Licensee, and to be payable in New York funds, on or before the fifteenth day of January, for the year last preceding, during the entire term of this license and lease, including the said supplemental periods, if entered upon, of three (3) years, subject to the provisions of Section 18. The first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively; PROVIDED, however, that no minimum royalty shall be due or payable hereunder for any calendar year for which the Licensee shall pay to the Licensor for the use of all feeders under license and lease or only under license during such year, total production royalties equal to the total minimum royalties required under licenses and leases covering such feeders for that year.

Section 12.

Insurance—Taxes—Liability for Injury.

The Licensor shall, at its own expense, carry good policies of insurance against fire on said leased machinery in amounts believed adequate by the Licensor. The Licensee may, by giving written notice to the Licensor, assume the responsibility for such insurance; thereupon Licensee shall, at its own expense, carry such insurance in such amounts. Licensee shall pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 13.

Operation of Machinery.

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good

order, damage by fire excepted as hereinafter set forth in Section 21 hereof; and shall not interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals. The Licensor agrees to furnish with reasonable promptness and at reasonable prices any repair and renewal parts. Title to all repair and renewal parts furnished by Licensor shall be retained by Licensor, and title to all repair and renewal parts obtained by Licensee from persons other than the Licensor shall pass, when installed, to the Licensor.

Section 14.

Inherent Defects.

The Licensor shall remedy and make good without charge any inherent defects appearing in the materials of said leased machinery, during one year from date of installation.

It is agreed between the parties hereto that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee or of others will operate successfully or efficiently in conjunction with said leased machinery of the Licensor; Provided, however, that nothing herein contained shall prevent the use by the Licensee of such other machinery and equipment of the Licensee or of others with said leased machinery.

Section 15.

Validity of Patents.

(a) The Licensee may at any time, without revoking this license and lease or surrendering possession of the leased machinery, dispute the validity, scope or enforceability of any of the letters patent under which this license is granted.

(b) In case, as a result of a final decree, or of a final adjudication under sub-paragraph (a) of this section, the

Licensor's patent position shall be so affected that the Licensee is thereby deprived of all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall restore to the Licensor all of said machinery and its appurtenances as provided in Section 19 hereof, and shall thereupon be relieved from paying further minimum royalties, provided that the Licensee may retain the leased machinery and its appurtenances at a reasonable rental and/or royalty for such further period determined in accordance with Section 10 as may be reasonably necessary to enable the Licensee to obtain substitute machinery, subject to the other non-royalty provisions of this license and lease, and provided further that until such revocation the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

(c) Licensor does not in any manner represent or warrant, nor induce the execution or performance of this license and lease by reason of any statement concerning, the validity or enforceability of any letters patent, and nothing in this license and lease shall in any way affect or modify any outstanding covenant not to sue with respect to the period prior to November 1, 1945.

Section 16.

Protection of Licensee from Infringement Claims—Liability for Non-Performance.

(a) The Licensor will at its own expense save and hold the Licensee harmless against damages and costs recovered in any suits brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery, but only to the extent of the royalties which shall have been paid by the Licensee for the use of said leased machinery during and for the period of infringement and before the judgment for such recovery, said period not to exceed, however, the twenty-four months immediately preceding such judgment. The Licensor shall, upon the written request of the Licensee, defend any such suits, unless or until the Licensor shall

elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any contention that the making, selling or use of such leased machinery, or any improvement or part thereof, constitutes an infringement of any patent.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform, all or any part of its obligations under this license and lease, by reason of strikes, unavoidable accidents, acts of God, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, except for damages recovered for infringement as set forth and limited above in this Section; PROVIDED, however, that if the right of the Licensee to use the said leased machinery, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as is reasonably possible, the minimum royalty as set forth in Section 11 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee. The part or parts so substituted shall be of an efficiency substantially equal to that of the

part or parts so involved in said order, decree, or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first Three (3) years of the term of this license and lease, the Licensee shall be entitled to receive back the said license fee paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said three years.

Section 17.

Right of Revocation.

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 3, 7, 8, 9, 10, 11, 12, 13, 15, 20 and 21 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right, at its option, to revoke and terminate absolutely this license and lease upon giving written notice to the Licensee and to the Attorney General of the United States of such revocation at least thirty (30) days before the time when such revocation is to take effect, unless such revocation shall be enjoined by court order.

Except as provided in Sections 15, 16, 18, and 21, no termination or revocation whatsoever of this license and lease under any section hereof, nor the use of the remedy of injunction, accounting or re-possession, shall, however, affect or in any way discharge the liability of the Licensee hereunder to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 11 hereof, for and during the entire term of this license and lease, including any supplemental three-year period if entered upon, nor shall any royalties paid by said Licensee be returned.

Section 18.

Commutation of Minimum Royalties.

It is further agreed that in the event of revocation by the Licensor under the provisions of Section 17, the Licensee, in lieu of its obligation therein provided to pay the said minimum royalties throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor, within sixty days after said revocation, a lump sum equal to fifty (50) per cent. of the total minimum royalties, which would under this license and lease be payable during the remainder of said term, including any supplemental period if entered upon; and it is further agreed, that the Licensee may at any time during any term, including said supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

Section 19.

Re-Possession of the Machinery.

Upon the termination of this license and lease at the end of its initial or any supplemental period, or sooner as herein provided, or in the event the license fee specified herein is not paid as agreed, the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f.o.b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 20.

Inspection.

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said

leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 21.

Fire Loss.

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith, the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall, at its own expense and to an extent not exceeding the amount of insurance received, provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such time, not exceeding six months, as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 11 hereof shall be waived.

(c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease, or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease.

Section 22.

Waiving of Conditions.

None of the terms of this license and lease shall be held to have been waived or altered by the parties unless

such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

IN WITNESS WHEREOF each of the parties hereto has caused this license and lease to be executed in duplicate in its name and behalf, as of the day and year first above written,

Hartford-Empire Company by ____________________

____
Name of Officer. Official Title.

and ____________________
Licensee.

by ____________________
Name of Officer. Official Title.

both thereto duly authorized.

LICENSOR'S SIGNATURE.

HARTFORD-EMPIRE COMPANY (Seal)

By ____________________
Name of Officer. Official Title.

In presence of: ____________________

____

____

LICENSEE'S SIGNATURE.

____________________ (Seal)
Licensee.

By ____________________
Name of Officer. Official Title.

In presence of: ____________________

____

____

Licensor's Affidavit.

STATE OF ____________ } ss.:
COUNTY OF ____________ }

On the ______ day of ______________ in the year one thousand, nine hundred and ______________ before me personally came ______________

____

to me known, who being by me duly sworn did depose and say that he resides in ______________

____

and that he is ______________ of Hartford-Empire Company, one of the parties described in, and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

____
Notary Public

(SEAL)

Licensee's Affidavit.

STATE OF ____________ } ss.:
COUNTY OF ____________ }

On the ______ day of ______________ in the year one thousand, nine hundred and ______________ before me personally came ______________

____

to me known, who being by me duly sworn did depose and say that he resides in ______________

____

and that he is ______________

____

____

of the ______________________________ one of the parties described in and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

____
Notary Public

(SEAL)

SCHEDULE A.

Annexed to License and Lease No. H S F ________________

Dated________________, 19______.

List of Machinery and Accessories Furnished.

Single Feeder No.__________.

1. 1 Hartford Single Feeder* consisting of Mechanism Box, Plunger Mechanism, Spout Mechanism Metal Parts and Shear Mechanism, equipped with parts selected from those shown below________________________Class 144

2. Not more than 4 Shear Cams — Not more than 8 Drop Guides

Not more than 4 Plunger Cams — Not more than 8 Orifice Ring Holders.

3. 1 Set Base Plate and Rear Supporting Brackets.

4. 1 Set Metal Parts for Forehearth, including Burner Equipment, excepting Standard Pipe Fittings and Pipes.

5. 1 Set Clay Parts for Front Section of Forehearth.

6. 1 Interceptor Mechanism.

7. 1 Plain Chain Drive Mechanism, excepting Motor and Starter, and including not more than 8 Driven Sprockets, 3 Drive Sprockets and 2 Chains.

8. 1 Timing Valve.

9. 1 Shear Water Spray Device.

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*Cost of spare, variable or special parts of leased machinery which may be furnished on order of Licensee is *not* included in license fee specified on page 4 hereof. Examples of such parts are as follows:

Clay Spout	Variable Speed Drives (including PIV)
Clay Spout Cover	Offset Delivery
Clay Orifice Ring	Mechanical Drive
Clay Tube	Thermocouple Equipment
Clay Plunger	Front and Rear Structural Steel Feeder Supports
Plunger Chuck	Rear Forehearth Clay
Shear Blades	Remote Controls
Revolving Tube Mechanism	

SCHEDULE B.

Annexed to License and Lease No. H S F ________________

Dated________________, 19______

Installation of Machinery.

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent foreman to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

SCHEDULE C.

Annexed to License and Lease No. H S F ____________

Rates of Royalty.

The weights below specified are the weights of the finished articles.

Weight	Per Gross
0 up to but not including 1 ounce weight	.0175
1 up to but not including 2 ounce weight	.0250
2 up to but not including 3 ounce weight	.0250
3 up to but not including 4 ounce weight	.0325
4 up to but not including 5 ounce weight	.0325
5 up to but not including 6 ounce weight	.0400
6 up to but not including 7 ounce weight	.0400
7 up to but not including 8 ounce weight	.0475
8 up to but not including 9 ounce weight	.0475
9 up to but not including 10 ounce weight	.0525
10 up to but not including 11 ounce weight	.0525
11 up to but not including 12 ounce weight	.0575
12 up to but not including 13 ounce weight	.0575
13 up to but not including 14 ounce weight	.0625
14 up to but not including 15 ounce weight	.0625
15 up to but not including 16 ounce weight	.0675
16 up to but not including 17 ounce weight	.0675
17 up to but not including 18 ounce weight	.0700
18 up to but not including 19 ounce weight	.0700
19 up to but not including 20 ounce weight	.0750
20 up to but not including 21 ounce weight	.0750
21 up to but not including 22 ounce weight	.0800
22 up to but not including 23 ounce weight	.0800
23 up to but not including 24 ounce weight	.0800
24 up to but not including 25 ounce weight	.0875
25 up to but not including 26 ounce weight	.0875
26 up to but not including 27 ounce weight	.0875
27 up to but not including 28 ounce weight	.0900

Weight	Per Gross
28 up to but not including 29 ounce weight	.0900
29 up to but not including 30 ounce weight	.0900
30 up to but not including 31 ounce weight	.0950
31 up to but not including 32 ounce weight	.0950
32 up to but not including 33 ounce weight	.0950
33 up to but not including 34 ounce weight	.1100
34 up to but not including 35 ounce weight	.1100
35 up to but not including 36 ounce weight	.1100
36 up to but not including 37 ounce weight	.1100
37 up to but not including 38 ounce weight	.1250
38 up to but not including 39 ounce weight	.1250
39 up to but not including 40 ounce weight	.1250
40 up to but not including 41 ounce weight	.1250
41 up to but not including 42 ounce weight	.1400
42 up to but not including 43 ounce weight	.1400
43 up to but not including 44 ounce weight	.1400
44 up to but not including 45 ounce weight	.1400
45 up to but not including 46 ounce weight	.1575
46 up to but not including 47 ounce weight	.1575
47 up to but not including 48 ounce weight	.1575
48 up to but not including 49 ounce weight	.1575
49 up to but not including 50 ounce weight	.1575
50 up to but not including 51 ounce weight	.1750
51 up to but not including 52 ounce weight	.1750
52 up to but not including 53 ounce weight	.1750
53 up to but not including 54 ounce weight	.1750
54 up to but not including 55 ounce weight	.1750
55 up to but not including 56 ounce weight	.1925
56 up to but not including 57 ounce weight	.1925
57 up to but not including 58 ounce weight	.1925
58 up to but not including 59 ounce weight	.1925
59 up to but not including 60 ounce weight	.1925
60 up to but not including 65 ounce weight	.2100
65 up to but not including 70 ounce weight	.2275
70 up to but not including 75 ounce weight	.2450

		Per Gross
75 up to but not including	80 ounce weight	.2625
80 up to but not including	85 ounce weight	.2800
85 up to but not including	90 ounce weight	.2975
90 up to but not including	95 ounce weight	.3150
95 up to but not including	100 ounce weight	.3325
100 up to but not including	105 ounce weight	.3500
105 up to but not including	110 ounce weight	.3675
110 up to but not including	115 ounce weight	.3850
115 up to but not including	120 ounce weight	.4025
120 up to but not including	125 ounce weight	.4200

Royalty rates for weights above these increase at 2¢ per gross for each 5 ounce bracket or part thereof.

1—No royalty shall be payable upon stoppers, caps, lids and/or liners.

2—The royalties for bulbs for electric lamps shall be thirty cents (30¢) per thousand. For two-part sealed beam headlights, the royalties may be calculated at the rate of fifteen cents (15¢) per thousand pieces, each piece constituting one of the two parts of the complete headlight.

3—The rate of royalty on solid spherical balls and marbles up to 1″ in diameter shall be nine cents (9¢) per thousand; those over one (1) inch in diameter, rates as above according to weight.

SCHEDULE D.

Annexed to License and Lease No. H S F ____________

Dated____________19____

List of Patents.

Any or all of the following:

Patent No.	Date	Patent No.	Date
1,708,037	April 9, 1929	1,873,022	Aug. 23, 1932
1,708,069	April 9, 1929	Re. 18,581	Aug. 23, 1932
1,735,837	Nov. 12, 1929	1,892,765	Jan. 3, 1933
1,737,165	Nov. 26, 1929	1,900,361	March 7, 1933
1,756,109	April 29, 1930	1,900,362	March 7, 1933
1,760,254	May 27, 1930	1,908,936	May 16, 1933
1,760,255	May 27, 1930	1,909,152	May 16, 1933
1,760,435	May 27, 1930	1,911,529	May 30, 1933
1,760,999	June 3, 1930	1,921,380	Aug. 8, 1933
1,781,340	Nov. 11, 1930	1,923,554	Aug. 22, 1933
1,788,413	Jan. 13, 1931	1,950,339	March 6, 1934
1,813,742	July 7, 1931	2,030,804	Feb. 11, 1936
1,816,309	July 28, 1931	2,063,849	Dec, 8, 1936
1,828,720	Oct. 20, 1931	2,073,571	March 9, 1937
1,864,275	June 21, 1932	2,073,572	March 9, 1937
1,864,276	June 21, 1932	2,073,573	March 9, 1937
1,864,277	June 21, 1932	2,139,770	Dec. 13, 1938
1,864,278	June 21, 1932	2,139,911	Dec. 13, 1938
1,864,279	June 21, 1932	2,144,973	Jan. 24. 1939
1,873,021	Aug. 23, 1932		

EXHIBIT B

FORMING MACHINE LICENSE AND LEASE NO.________

from

HARTFORD-EMPIRE COMPANY

to

____

____

Dated ______________________________________

Hartford ____________________ Machine No.________

with Conveyor No. ________

CONTENTS

HARTFORD-EMPIRE COMPANY

License and Lease Agreement

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A List of Machinery and Accessories furnished.
B Installation of Machinery.
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LICENSE AND LEASE NO. H I S ______

PREAMBLE

THIS LICENSE AND LEASE, made this ______ day of ______ 19____, between the HARTFORD-EMPIRE COMPANY, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as LICENSOR, and

____

____

a corporation organized under the laws of the State of

____

and having a place of business at______________________

____

which together with its successors and assigns is herein designated as LICENSEE,

WITNESSETH: That whereas the Licensor owns or controls certain Letters Patent of the United States set forth in Schedule D annexed hereto and certain applications now pending for Letters Patent of the United States relating to the manufacture of glassware, and

WHEREAS the Licensee is engaged in manufacturing glassware, and desires to use in said business, machinery known as the "Hartford Individual Section (I.S.) Machine" as described in Schedule A annexed hereto, said machinery embodying inventions shown in said letters patent and patent applications.

NOW, THEREFORE, in consideration of the covenants and royalties hereinafter set forth, and a license fee of___

____

to be paid by said Licensee to said Licensor, ______________

____

to be paid in cash upon the execution and delivery of this License and Lease and balance of______________________

____

____

____

____

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

Section 1.

Extent of License and Lease.

The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use said Hartford Individual Section (I.S.) Machine, said machine together with all devices and mechanisms used in connection herewith and furnished by Licensor being hereinafter referred to as "leased machinery." PROVIDED, HOWEVER, that this license and lease confers only the right to use said leased machinery in the United States and its territories.

Section 2.

Preparation for Installation.

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations, piping, tools, power and such other adjuncts and equipment as are required to perfect the installation of said leased machinery.

Section 3.

Delivery and Installation.

The Licensor, as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery f.o.b. rail shipment at place of manufacture, and shall aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the machinery and pay royalties to the Licensor as called for by Sections 10 and 11 of this license and lease.

Section 4.

Term.

This license and lease unless sooner revoked or terminated as provided elsewhere herein shall remain in force for a period of five (5) years from ______________. The Licensee may renew for as many supplemental periods of three (3) years as it shall elect, provided such renewal shall be claimed in writing before the end of each period, initial or supplemental, and shall be upon all the conditions hereof except as to installation and without additional license fee for such renewal.

Section 5.

Licensor Retains Title.

It is understood and agreed that the Licensor and its successors and assigns, retains, and shall continue to retain complete title to said leased machinery, subject only to the possession and use thereof by Licensee during the term of this License and Lease.

Section 6.

Nature of Use.

Said leased machinery may only be used for manufacturing any and all articles of glassware.

Section 7.

Assignment.

(a) The Licensee may assign its rights in the said leased machinery, upon reasonable notice to the Licensor, to any assignee or successor who shall take the assignment subject to and who shall undertake in writing to be bound by the obligations of Licensee under this license and lease.

The Licensee shall furnish to the Licensor, upon such assignment, a duly executed copy of the aforesaid assignment and undertaking and the address designated by the assignee or successor for the giving of notices hereunder, and only upon the receipt thereof shall the word "Li-

censee" herein be deemed to include such assignee or successor.

(b) If the Licensee discontinues for a period of more than one year the production of glassware under this license and lease, or if proceedings in bankruptcy are commenced by or against the Licensee, or if a receiver is appointed over the Licensee, or if the Licensee makes any general transfer or assignment for the benefit of creditor, then and in any such case this license and lease may, at the option of the Licensor, be terminated as provided for in Section 17.

Section 8.

Changes, Additions and Improvements.

No changes, additions or subtractions, other than reasonable and necessary repairs and other than necessary or proper safety appliances, shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 16 hereof in the event of injunction, and except as provided in this section for improvements; and all changes and additions, when made, shall become the property of the Licensor; Provided, however, that changes and additions constituting improvements devised by the Licensee for use on said leased machinery shall not become the property of the Licensor.

The Licensee shall, during the term of this license and lease, be given the benefit, for the purposes set forth in this license and lease, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with express consent of the Licensor, have been used commercially in the United States upon said leased machinery in the making of glassware or upon machinery of identical type used by other licensees of the Licensor. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements

to the said leased machinery and at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All parts belonging to Licensor displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements" when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the original functions of such machinery; and not otherwise.

Section 9.

Accounting.

The Licensee shall keep proper books of account during its entire operation under this license and lease, showing the length of time that said leased machinery is operated each day, and the number, kinds and sizes of glassware produced each day by said machinery, and all other facts necessary for the determination of the royalties due hereunder, all in such form, within reasonable limits, as shall be specified by the Licensor.

Such books shall at all reasonable times be open to inspection by an independent auditor employed by the Licensor, in connection with the collection of royalties, if such auditor is employed on condition that he disclose to Licensor only such information as is necessary to determine the amount of royalties payable. The Licensee shall, on or before the tenth day of each month, furnish to the Licensor, upon blanks provided by the latter, properly certified detailed statements giving in itemized form all the data mentioned in this section, so far as may be required by the Licensor, for the preceding calendar month.

Section 10.

Royalties.

The Licensee shall pay to the Licensor during the term of this license and lease, royalties on all merchantable glassware produced by or with the aid of said leased machinery, from the completion of its installation, at the rate per gross, for the respective items of ware, as provided in Schedule "C" annexed hereto.

All of said royalties shall be paid monthly, at the Licensor's office in New York funds, on or before the fifteenth day of each month, for and upon all merchantable glassware manufactured by the Licensee under this license and lease, during the preceding calendar month.

The royalty rates herein provided shall stand until modified by final order of the United States District Court for the Northern District of Ohio, Western Division, entered in accordance with the final judgment in the cause entitled *United States* v. *Hartford-Empire Company, et al.* Any dispute as to the reasonableness of the rental or royalty provided for in Sections 10, 11, and 15, or any amendment thereto, or the reasonableness of any period of retention specified in Section 15, shall at the election of either party be submitted to such Court for determination in accordance with such judgment.

Section 11.

Minimum Royalty.

The said Licensee shall pay in royalties a minimum royalty under this license and lease of not less than........

....

per year to commence ninety (90) days after said leased machinery is ready to ship to Licensee, and to be payable in New York funds, on or before the fifteenth day of January, for the year last preceding, during the entire term of this license and lease, including any supplemental period, if entered upon, of Three (3) years subject to the provisions of Section 18. The first and last payments hereunder shall be prorated according to the number of

months during which said minimum royalty shall have actually been accruing in the first and last calendar years respectively; PROVIDED, however, that no minimum royalty shall be due or payable hereunder for any calendar year for which the Licensee shall pay to the Licensor for use of all Hartford Individual Section (I.S.) Machines under license and lease or only under license during such year, total production royalties equal to the total minimum royalties required under all licenses and leases covering such machines for that year.

Section 12.

Insurance—Taxes—Liability for Injury.

The Licensor shall, at its own expense carry good policies of insurance against fire on said leased machinery in amounts believed adequate by the Licensor. The Licensee may, by giving written notice to the Licensor, assume the responsibility for such insurance; thereupon Licensee shall, at its own expense, carry such insurance in such amounts. Licensee shall pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 13.

Operation of Machinery.

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in good order, damage by fire excepted as hereinafter set forth; shall not interfere with the proper operation thereof or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor.

The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect

such repairs and renewals. The Licensor agrees to furnish with reasonable promptness and at reasonable prices any repair and renewal parts. Title to all repair and renewal parts furnished by Licensor shall be retained by Licensor, and title to all repair and renewal parts obtained by Licensee from persons other than Licensor shall pass, when installed, to the Licensor.

Section 14.

Inherent Defects.

The Licensor shall remedy and make good without charge, any inherent defect appearing in the materials of said leased machinery, during one year from date of installation.

It is agreed between the parties hereto that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of the Licensee or of others will operate successfully or efficiently in conjunction with said leased machinery of the Licensor; PROVIDED, however, that nothing herein contained shall prevent the use by the Licensee of such other machinery and equipment of the Licensee or of others with said leased machinery.

Section 15.

Validity of Patents.

(a) The Licensee may at any time, without revoking this license and lease or surrendering possession of the leased machinery, dispute the validity or scope or enforceability of any of the letters patent under which this license is granted.

(b) In case, as a result of a final decree, or of a final adjudication under subparagraph (a) of this section, the Licensor's patent position shall be so affected that the Licensee is thereby deprived of all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall restore to the Licensor all of said leased machinery and its

appurtenances as provided in Section 19 hereof, and shall thereupon be relieved from paying further minimum royalties, provided that the Licensee may retain the leased machinery and its appurtenances at a reasonable rental and/or royalty for such further period determined in accordance with Section 10 as may be reasonably necessary to enable the Licensee to obtain substitute machinery, subject to the other non-royalty provisions of this license and lease, and provided further that until such revocation the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

(c) Licensor does not in any manner represent or warrant, nor induce the execution or performance of this license and lease by reason of any statement concerning, the validity or enforceability of any letters patent, and nothing in this license and lease shall in any way affect or modify any outstanding covenant not to sue with respect to the period prior to November 1, 1945.

Section 16.

Protection of Licensee from Infringement Claims—Liability for Non-Performance.

(a) The Licensor will at its own expense save and hold the Licensee harmless against damages and costs recovered in any suits brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery, but only to the extent of the royalties which shall have been paid by the Licensee for the use of said leased machinery during and for the period of infringement and before the judgment for such recovery, said period not to exceed, however, the twenty-four months immediately preceding such judgment. The Licensor shall, upon the written request of the Licensee, defend any such suits, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any such suit, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any contention that the making, selling or use of such leased machinery, or any improvement or part thereof, constitutes an infringement of any patent.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform, all or any part of this license and lease, by reason of strikes, unavoidable accident, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby, except for damages recovered for infringement as set forth and limited above in this Section; PROVIDED, however, that if the right of the Licensee to use the said leased machinery, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as reasonably possible, the minimum royalty as set forth in Section 11 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree, or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness as above stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first Three (3) years of the term of this license and lease, the Licensee shall be entitled to receive back the said license fee paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said three years.

Section 17.

Right of Revocation.

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 3, 7, 8, 9, 10, 11, 12, 13, 15, 20 and 21 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right at its option, to revoke and terminate absolutely, this license and lease upon giving written notice to the Licensee and to the Attorney General of the United States of such revocation at least thirty (30) days before the time when such revocation is to take effect, unless such revocation shall be enjoined by court order.

Except as provided in Sections 15, 16, 18 and 21, no termination or revocation whatsoever of this license and lease under any section hereof, nor the use of the remedy of injunction, accounting or re-possession shall, however, affect or in any way discharge the liability of the Licensee hereunder, to pay and to continue to pay to the Licensor, the minimum royalty provided by Section 11 hereof, for and during the entire term of this license and lease, including any supplemental period if entered upon, nor shall any royalties paid by said Licensee be returned.

Section 18.

Commutation of Minimum Royalties.

It is further agreed that in the event of such revocation set forth in Section 17, the Licensee, in lieu of said obligation therein provided to pay the said minimum royalties throughout said entire term, may at its option wholly dis-

charge said obligation by paying the Licensor within sixty days after said revocation, a lump sum equal to fifty (50) per cent. of the total minimum royalties which would under this license and lease be payable during the remainder of said term, including any supplemental period if entered upon; and provided further, that the Licensee may at any time during said term, including any supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

Section 19.

Re-Possession of the Machinery.

Upon the termination of this license and lease at the end of its initial or any supplemental period, or sooner as herein provided, the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 20.

Inspection.

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 21.

Fire Loss.

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of pro-

duction therewith the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such time, not exceeding six months, as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 11 hereof shall be waived.

(c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease, or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease.

Section 22.

Waiving of Conditions.

None of the terms of this license and lease shall be held to have been waived or altered by the parties unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the

Hartford-Empire Company by ______________________

____
Name of Officer. Official Title.

and ____
Licensee.

by ____
Name of Officer. Official Title.

both thereto duly authorized.

LICENSOR'S SIGNATURE.

HARTFORD-EMPIRE COMPANY (Seal)

By ____
Name of Officer. Official Title.

In presence of: __________________________________

____

____

LICENSEE'S SIGNATURE.

____ (Seal)
Licensee.

By ____
Name of Officer. Official Title.

In presence of:

____

____

Licensor's Affidavit.

STATE OF __________________ }
COUNTY OF ________________ } SS.:

On this ________ day of __________________ in the year one thousand, nine hundred and ____________________ before me personally came ____________________

____

to me known, who being by me duly sworn did depose and say that he resides in ____________________________

____

and that he is ____________________________________ of Hartford-Empire Company, one of the parties described in, and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

____
Notary Public

(SEAL)

Licensee's Affidavit.

STATE OF ______ }
COUNTY OF ______ } SS.:

On this ______ day of ______ in the year one thousand, nine hundred and ______ before me personally came ______

______ to me known, who being by me duly sworn did depose and say that he resides in ______

______ and that he is ______ of the ______ one of the parties described in and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by order of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

______
Notary Public

(SEAL)

SCHEDULE A.

Annexed to License and Lease No. H I S ______

Dated ______ 19___

List of Machinery and Accessories Furnished Individual Section Machine No. ______

A. 1___ Section Hartford Individual Section Machine* Class 191, Type D.

B. Hartford Ware Conveyor No.______.
Class 191, Type ___ as identified by the following description:

*Said machine as furnished for the fee hereinbefore stated does *not* include such auxiliary equipment as—

Troughs	Blank mold holders
Deflectors	Blow mold holders
Wind Nozzles	Neck ring holders
Scoops	

SCHEDULE B.

Annexed to License and Lease No. H I S ______

Dated ______ 19___

Installation of Machinery.

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the

Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

SCHEDULE C.

Annexed to License and Lease No. H I S ____________

Dated____________ 19____

Rate of Royalty.

Two Cents (2¢) Per Gross.

No royalty shall be payable upon stoppers, caps, lids, and/or liners.

SCHEDULE D.

Annexed to License and Lease No. H I S ____________

Dated____________ 19____

List of Patents.

Patent No.	Inventor	Date	
1,737,524	Soubier	November	26, 1929
1,788,312	Lynch & Bridges	January	6, 1931
1,792,267	Badger	February	10, 1931
1,826,019	Peiler	October	6, 1931
1,843,160	Ingle	February	2, 1932
1,843,285	Ingle	February	2, 1932
1,902,141	Rowe	March	21, 1933
1,911,119	Ingle	May	23, 1933
1,921,390	Ingle	August	8, 1933
1,948,218	Headley & Thompson	March	20, 1934
1,948,219	Headley & Thompson	March	30, 1934
2,003,940	Ingle	June	4, 1935

Exhibit C.

STACKER LICENSE AND LEASE NO. H L S ________

PREAMBLE

THIS LICENSE AND LEASE, made this ______ day of ____________ 19____, between the HARTFORD-EMPIRE COMPANY, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as LICENSOR, and ____________________

a corporation organized under the laws of the State of ____________________

and having a place of business at ____________________

____

which together with its successors and assigns is herein designated as LICENSEE,

WITNESSETH: That in consideration of the covenants hereinafter set forth, and of the payment to the Licensor of the single sum of ____________________

____

____

the said sum being in full for royalties covering the entire term of this license and lease, to be paid by said Licensee to said Licensor in the following manner ____________

____

to be paid upon the execution and delivery of this license and lease and the balance of ____________________

____

____

within sixty (60) days after the "Hartford Lehr Stacker" described in Schedule "A" annexed hereto, hereinafter termed the leased machinery, is ready for shipment to Licensee, it is hereby mutually agreed as follows:

Section 1.

Extent of License and Lease.

The Licensor hereby leases to the Licensee and hereby licenses the Licensee under the patents set forth in

Schedule B annexed hereto to use the said leased machinery. PROVIDED, HOWEVER, that this license and lease confers only the right to use said leased machinery in the United States, and its territories.

Section 2.

Delivery and Installation.

The Licensor shall deliver said leased machinery f. o. b. at place of manufacture, and shall aid in installing said leased machinery as provided in Schedule "C" annexed hereto.

Section 3.

Term.

The term of this license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall run until the expiration of the latest United States patent licensed hereunder.

Section 4.

Licensor Retains Title.

It is understood and agreed that the Licensor and its successors and assigns, retains, and at its own option, shall continue to retain throughout the term of this license and lease, complete title to said leased machinery.

Section 5.

Validity of Patents.

(a) The Licensee may at any time, without revoking this license and lease or surrendering possession of the leased machinery, dispute the validity, scope or enforceability of any of the letters patent under which this license is granted.

(b) In case, as a result of a final decree, or of a final adjudication under subparagraph (a) of this section, the Licensor's patent position shall be so affected that the Licensee is thereby deprived of all or substantially

all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall restore to the Licensor all of said leased machinery and its appurtenances as provided in section 7 hereof, and shall thereupon be entitled to receive back the paid-up royalties paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the full term thereof, together with any renewals, provided that the Licensee may retain the leased machinery and its appurtenances at a reasonable rental and/or royalty for such further period determined, in the event of dispute, by the United States District Court for the Northern District of Ohio, Western Division, in the cause entitled *United States* v. *Hartford-Empire Company, et al.*, as may be reasonably necessary to enable the Licensee to obtain substitute machinery, subject to the other non-royalty provisions of this license and lease, and provided further that until such revocation the Licensee shall continue to be bound by all of the covenants and provisions of this license and lease.

Section 6.

Assignment.

The Licensee may assign its rights in the said leased machinery, upon reasonable notice to the Licensor, to any assignee or successor who shall take the assignment subject to and who shall undertake in writing to be bound by the obligations of Licensee under this license and lease.

The Licensee shall furnish to the Licensor, upon such assignment, a duly executed copy of the aforesaid assignment and undertaking and the address designated by the assignee or successor for the giving of notices hereunder, and only upon the receipt thereof shall the word "Licensee" herein be deemed to include such assignee or successor.

Section 7.

Re-Possession of the Machinery.

Upon the termination of this license and lease at the end of its term, or sooner as herein provided, the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof and all changes and additions made thereto, covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail so to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 8.

Inspection.

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 9.

Waiving the Conditions.

None of the terms of this license and lease shall be held to have been waived or altered unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

In Witness Whereof each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the Hartford-Empire Company by ____________ ____________ and ____________ (Licensee) by ____________ both thereto duly authorized.

Licensor's and Licensee's Signatures.

In presence of ____________ ____________ Hartford-Empire Company By ____________ (Seal) ____________ Title

____

____________ ____________ By ____________ (Seal) ____________ Title

SCHEDULE A.

Annexed to License and Lease No. H L S ____________
Dated ____________ 19____

Description of Leased Machinery

Stacker No. ________.

1 Hartford Lehr Stacker*. Class ________ Type ________
Cams Tong Arms Tubes Variable Speed Drive
Trunnions Tongs Motor and Starter
Trip Valves

*Cost of variable or spare parts of leased machinery which may be furnished is NOT included in sum specified on first page hereof. Examples of such parts are as follows:

SCHEDULE B.

List of Patents.

Patent No.	Inventor	Date
1,835,570	Lorenz	Dec. 8, 1931
1,843,285	Ingle	Feb. 2, 1932
1,869,622	Rowe	Aug. 2, 1932
1,878,156	Lorenz	Sept. 20, 1932
1,905,476	Lorenz	Apr. 25, 1933
2,072,826	Riley	Mar. 2, 1937

SCHEDULE C.

Installation of Machinery.

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may

deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

Exhibit D

LEHR LICENSE AND LEASE NO. HL ______

from

HARTFORD-EMPIRE COMPANY

to

____

____

Dated ______________________________

Hartford Lehr No.__________

Type__________

LICENSE AND LEASE NO. HL ______

PREAMBLE.

THIS LICENSE AND LEASE, made this ______ day of ______ 19____, between the HARTFORD-EMPIRE COMPANY, a corporation organized under the laws of the State of Delaware and having a place of business at Hartford, Connecticut, hereinafter designated as LICENSOR, and

____

____

a corporation organized under the laws of the State of ____

and having a place of business at____________________

____

which together with its successors and assigns is herein designated as LICENSEE,

WITNESSETH THAT:

WHEREAS the Licensor owns or controls Letters Patent of the United States set forth in Schedule "C" hereto annexed, and certain applications now pending for Letters Patent of the United States, relating to machinery, or to methods or processes for treating or annealing glassware, and

WHEREAS the Licensee is engaged in manufacturing glassware, and desires to use in said business machinery known as the "Hartford Lehr" and described in Schedule A annexed hereto, said machinery embodying or employing inventions shown in said letters patent and patent applications,

NOW, THEREFORE, in consideration of the covenants and royalties hereinafter set forth, and a license fee of ______

____

to be paid in cash by said Licensee to said Licensor in the following manner ______________________
to be paid upon the execution and delivery of this license and lease and the balance of ______________________

____

within sixty (60) days after the "Hartford Lehr" is ready for shipment to Licensee, it is hereby mutually agreed as follows:

Section 1.

Extent of License and Lease.

The Licensor hereby leases to the Licensee and hereby licenses the Licensee to use the said Hartford Lehr, said

lehr, together with all devices and mechanisms used in connection therewith and furnished by Licensor under this license and lease, being hereinafter referred to as "leased machinery"; PROVIDED, HOWEVER, that this license and lease confers only the right to use said leased machinery in the United States and its territories.

Section 2.

Preparation for Installation.

The Licensee agrees, upon receiving drawings and lists showing locations and dimensions of said leased machinery, to furnish and have ready proper floor space, foundations, controlled air and fuel pressure, piping, tools, power and such other adjuncts and equipment as are required to perfect the installation of said leased machinery.

Section 3.

Delivery and Installation.

The Licensor, as soon as reasonably possible after the provisions of Section 2 have been complied with, shall deliver said leased machinery, f. o. b. rail shipment at place of manufacture, and shall aid in installing said leased machinery as provided in Schedule "B" annexed hereto.

The Licensee agrees to proceed diligently with the installation of said leased machinery as soon as the same is delivered, and to accept the leased machinery and pay royalties to the Licensor as hereinafter provided.

Section 4.

Term.

This license and lease, unless sooner revoked or terminated as provided elsewhere herein, shall remain in force for a period of five (5) years from ________. The Licensee may renew for as many supplemental periods of three (3) years as it shall elect, provided such renewal shall be claimed in writing before the end of each period, initial or supplemental, and shall be upon all the conditions hereof except as to installation and without additional license fee for such renewal.

Section 5.

Licensor Retains Title.

It is understood and agreed that the Licensor and its successors and assigns, retains, and shall continue to retain complete title to said leased machinery subject only to the possession and use thereof by Licensee during the term of this license and lease.

Section 6.

Nature of Use.

Said leased machinery may be used only for the annealing or treatment of any and all articles of glassware.

Section 7.

Assignment.

(a) The Licensee may assign its rights in the said leased machinery upon reasonable notice to the Licensor to any assignee or successor who shall take the assignment, subject to, and who shall undertake in writing to be bound by, the obligations of Licensee under this license and lease. The Licensee shall furnish to the Licensor, upon such assignment, a duly executed copy of the aforesaid assignment and undertaking and the address designated by the assignee or successor for the giving of notices hereunder, and only upon the receipt thereof shall the word "Licensee" herein be deemed to include such assignee or successor.

(b) If the Licensee discontinues for a period of more than one (1) year the treatment of glassware under this license and lease, or if proceedings in bankruptcy are commenced by or against the Licensee, or a receiver is appointed over the Licensee, or if the Licensee makes any general transfer or assignment for the benefit of credi-

tors, then and in any such case this license and lease may at the option of the Licensor be terminated as provided for in Section 15.

Section 8.

Changes, Additions and Improvements.

No changes, additions or subtractions other than reasonable and necessary repairs and other than necessary or proper safety appliances shall be made in or to said leased machinery except by consent of both parties to this license and lease, or except as provided in Section 14 hereof in the event of injunction, and except as provided in this section for improvements; and all changes and additions when made shall become the property of the Licensor; provided, however, that changes and additions constituting improvements devised by the Licensee for use on said leased machinery shall not become the property of the Licensor.

The Licensee, shall, during the term of this license and lease, be given the benefit, for the purposes set forth in this license and lease, of any and all improvements for use in and upon said leased machinery, which may be devised, developed or acquired by the Licensor, if and when said improvements shall, with the express consent of the Licensor, have been used commercially in the United States upon said leased machinery in the making of glassware, or upon machinery of identical type used by other licensees of the Licensor. In such event the Licensor will, upon written request of the Licensee, furnish to the Licensee with reasonable promptness, such parts as may be needed to apply the said improvements to the said leased machinery at prices similar to those charged by Licensor for such parts to other similar licensees. Such improvements shall be used by the Licensee only in or upon the said leased machinery, and only during the term of this license and lease. All parts belonging to the Licensor displaced from said leased machinery by the said improvements shall be returned to the Licensor.

The word "improvements," when used in this license and lease, shall be held to mean only (1) substitution of new parts for old parts of said leased machinery; or (2) changing old parts thereof; or (3) addition of new devices which are intended and adapted to become integral portions of such machinery and to perform only one or more of the original functions of such machinery; and not otherwise.

Section 9.

Royalties—Minimum Royalty—Reports.

(a) The Licensee shall pay to the Licensor during the term of this license and lease a royalty of Two Dollars ($2) for each day or any part thereof during which said leased machinery is used for the annealing or treatment of merchantable glassware.

(b) The Licensee shall pay a minimum royalty under this license and lease of not less than Four Hundred Dollars ($400) per year, payable in New York funds at the Licensor's office on or before the fifteenth day of January for the year last preceding during the entire term of this license and lease. Such minimum royalty shall begin to accrue on the first day of the calendar month next succeeding the date when said leased machinery shall commence to operate, and not later than the first day of the calendar month next succeeding Thirty (30) days after the date of shipment of the leased machinery to Licensee and the first and last payments hereunder shall be prorated according to the number of months during which such minimum royalty shall have actually been accruing in the first and last calendar years respectively;

PROVIDED, however, that no minimum royalty shall be due or payable hereunder for any calendar year in which Licensee shall pay to Licensor for the use of all lehrs under license and lease or only under license from Licensor, total per diem royalties equal to the total minimum royalties required on all such lehrs for that year.

(c) The Licensee shall, on or before the tenth day of each month, furnish to the Licensor, upon blanks provided by the latter, a properly certified statement showing the number of days that the leased machinery was operated during the preceding calendar month.

(d) The royalty rates herein provided shall stand until modified by final order of the U. S. District Court for the Northern District of Ohio, Western Division, entered in accordance with the final judgment in the cause entitled *U. S.* v. *Hartford-Empire Company, et al.* Any dispute as to the reasonableness of the rental or royalty provided for in Sections 9 and 13 or any amendment thereto, or the reasonableness of any period of retention specified in Section 13 shall, at the election of either party, be submitted to such Court for determination in accordance with such judgment.

Section 10.

Insurance—Taxes—Liability for Injury.

The Licensor shall, at its own expense, carry good policies of insurance against fire on said leased machinery in amounts believed adequate by the Licensor. The Licensee may, by giving written notice to the Licensor, assume the responsibility for such insurance; thereupon Licensee shall, at its own expense, carry such insurance in such amounts. Licensee shall pay all taxes assessed against said leased machinery, and shall hold and save the Licensor harmless against any and all damages and costs resulting from injury occurring to any of the said Licensee's employees or others on account of or in connection with said leased machinery, subsequent to the installation thereof.

Section 11.

Operation of Machinery.

The Licensee shall keep, use and operate said leased machinery and all parts thereof in a careful, safe, prudent, and proper manner; shall maintain the same in

good order, damage by fire excepted as set forth in Section 19 hereof; and shall not interfere with the proper operation thereof, or remove or deface any plates, dates, numbers or inscriptions placed thereon by the Licensor. The Licensee shall promptly notify the Licensor of the need of any repairs or renewals of said leased machinery, and the Licensee shall at its own expense effect such repairs and renewals. The Licensor agrees to furnish with reasonable promptness and at reasonable prices any repair and renewal parts. Title to all repair renewal parts furnished by Licensor shall be retained by Licensor, and title to all repair and renewal parts obtained by Licensee from persons other than Licensor shall pass, when installed, to the Licensor.

Section 12.

Inherent Defects.

The Licensor shall remedy and make good without charge any inherent defects appearing in the materials of said leased machinery during one year from date of installation.

It is agreed between the parties hereto that no obligation whatsoever rests upon or is assumed by the Licensor that other machinery and equipment of Licensee or of others will operate successfully or efficiently in conjunction with said leased machinery of the Licensor; provided, however, that nothing herein contained shall prevent the use by the Licensee of such other machinery and equipment of the Licensee or of others with said leased machinery.

Section 13.

Validity of Patents.

(a) The Licensee may at any time, without revoking this license and lease or surrendering possession of the leased machinery, dispute the validity, scope or enforceability of any of the letters patent under which this license is granted.

(b) In case, as a result of a final decree, or of a final adjudication under sub-paragraph (a) of this section, the Licensor's patent position shall be so affected that the Licensee is thereby deprived of all or substantially all of the benefits of this license and lease, then and in that case the Licensee may at its option revoke and terminate this license and lease, in which event the Licensee shall restore to the Licensor all of said leased machinery and its appurtenances as provided in Section 17 hereof, and shall thereupon be relieved from paying further minimum royalties, provided that the Licensee may retain the leased machinery and its appurtenances at a reasonable rental and/or royalty for such further period determined in accordance with Section 9 as may be reasonably necessary to enable the Licensee to obtain substitute machinery, subject to the other non-royalty provisions of this license and lease, and provided further that until such revocation the Licensee shall continue to be bound by all the covenants and provisions of this license and lease.

(c) Licensor does not in any manner represent or warrant, nor induce the execution or performance of this license and lease by reason of any statement concerning, the validity or enforceability of any letters patent, and nothing in this license and lease shall in any way affect or modify any outstanding covenant not to sue with respect to the period prior to November 1, 1945.

Section 14.

Suits for Infringement.

(a) The Licensor will at its own expense defend any suits brought against the Licensee for alleged infringement of patents based on the use of the said leased machinery, unless or until the Licensor shall elect to effect a settlement thereof. The Licensee shall promptly inform the Licensor of any suit, or any threat or probability thereof, coming to the knowledge of the Licensee, and shall, at the Licensor's expense, fully and freely aid the Licensor in defending the same.

(b) The Licensor shall have the right to intervene in and defend, as a party thereto, any suit brought against the Licensee during the term hereof which involves any contention that the making, selling or use of such leased machinery, or any improvement or part thereof constitutes an infringement of any patent.

(c) In case the Licensor shall be delayed in the performance of, or be rendered unable to perform all or any part of its obligations under this license and lease, by reason of strikes, unavoidable accidents, acts of God, the non-arrival of machines or materials, or if the installation or operation of the said leased machinery shall be delayed or stopped by the process or order of any court of competent jurisdiction, the Licensor shall not be liable to the Licensee for any loss, delay or damage incurred thereby; PROVIDED, however, that if the right of the Licensee to use the said leased machinery, or any part thereof, shall be suspended by reason of an order, decree or injunction issued by any court of competent jurisdiction, then during the continuance of restraint by such order, decree or injunction, or until the Licensor shall have substituted other machinery or parts as hereinafter set forth, which said Licensor agrees to do as promptly as reasonably possible, the minimum royalty set forth in Section 9 hereof shall be waived.

(d) In the event of such an order, decree or injunction being issued against any part or parts of said leased machinery, the Licensor reserves the right to substitute with reasonable promptness other machinery or parts for those involved in the injunction and at no cost or charge to the Licensee. The part or parts so substituted shall be of an efficiency substantially equal to that of the part or parts so involved in said order, decree or injunction and shall immediately become subject to all the provisions of this license and lease.

(e) In the event that such order, decree or injunction shall become permanent against any part or parts of said leased machinery, and no substitution of machinery or parts shall have been made with reasonable promptness

as above stated, then in that event this license and lease shall cease and terminate in all its provisions, and if the said event occurs during the first three (3) years of the term of this license and lease, the Licensee shall be entitled to receive back the said license fee paid by it, after deducting therefrom such proportion thereof as the elapsed time under this license and lease shall bear to the said three years.

Section 15.

Right of Revocation.

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 1, 3, 7, 8, 9, 10, 11, 14, 18 and 19 of this license and lease, or shall cause the same to be violated, the Licensor shall have the right at its option to revoke and terminate absolutely this license and lease upon giving written notice to the Licensee and to the Attorney General of the United States of such revocation at least thirty (30) days before the time when such revocation is to take effect, unless such revocation shall be enjoined by court order.

Except as provided in Sections 13, 14, 16 and 19, no termination or revocation whatsoever of this license and lease under any section hereof, nor the use of the remedy of injunction, accounting or repossession shall, however, affect or in any way discharge the liability of the Licensee hereunder to pay and to continue to pay to the Licensor the minimum royalty provided by Section 9 hereof, for and during the entire term of this license and lease, including its supplemental period if entered upon, nor shall any royalties paid by said Licensee be returned.

Section 16.

Commutation of Royalties.

It is further agreed that in the event of revocation by the Licensor under the provisions of Section 15, the Licensee, in lieu of its obligation therein provided to pay the said minimum royalty throughout said entire term, may at its option wholly discharge said obligation by paying to the Licensor within sixty (60) days after said revocation a lump sum equal to fifty (50) per cent. of the minimum royalties (provided by Section 9) which would under this license and lease be payable during the remainder of said term, including any supplemental period if entered upon; and provided further, the Licensee may at any time during said term, including any supplemental period, revoke and terminate this license and lease in its option, by giving written notice to the Licensor sixty (60) days beforehand of its intention so to revoke and by paying to the Licensor within said sixty days a lump sum in discharge calculated as above set forth in this Section.

Section 17.

Re-possession of the Machinery.

Upon the termination of this license and lease at the end of its initial or any supplemental period, or sooner as herein provided, or in the event the license fee specified herein is not paid as agreed, the Licensee shall return to the Licensor the said leased machinery and all appurtenances thereof, covered by this license and lease, in good condition, reasonable wear and use excepted, by delivering the same properly crated and packed f. o. b. cars at any convenient freight station near the plant of the Licensee. If said Licensee shall fail to deliver the machinery, the Licensor is hereby authorized to enter upon any premises where the said leased machinery may be and take possession thereof and remove it.

Section 18.

Inspection.

Duly authorized agents or employees of the Licensor shall at all reasonable times be allowed access to the said leased machinery for the purpose of inspecting the same and its operation and use, and the Licensee shall afford all reasonable facilities therefor.

Section 19.

Fire Loss.

(a) In the event that the said leased machinery shall be damaged by fire so as to cause a suspension of production therewith, the Licensee shall immediately give written notice to the Licensor as to the extent and nature of the damage to the said leased machinery, and as to the plans and intentions of the Licensee relative to repairing the damage and resuming operations under this license and lease.

(b) In the event of such damage by fire, the Licensor, if so requested in the said notice, shall at its own expense and to an extent not exceeding the amount of insurance received, provide the Licensee with the machinery or parts thereof necessary to repair or replace the damaged machinery or parts. The Licensee shall at its own expense promptly and diligently proceed to install the said machinery or parts thereof. From the time when said notice is received by the Licensor and thereafter during only such time, not exceeding six months, as may be necessary for providing and installing the said machinery or parts, the minimum royalty set forth in Section 9 hereof shall be waived.

(c) If the Licensee shall not within six (6) months after the occurrence of the fire rebuild or otherwise repair the damage and resume operation under this license and lease; or if the Licensee shall fail to resume the payment of royalties when due, then in any of these cases the Licensor shall have the right at its option to revoke and cancel this license and lease.

Section 20.

Waiving the Conditions.

None of the terms of this license and lease shall be held to have been waived or altered by the parties unless such waiver or alteration is in writing, signed by an officer of the Licensor, expressly authorized thereto.

IN WITNESS WHEREOF each of the parties hereto has caused this license and lease to be executed in duplicate, in its name and behalf, as of the day and year first above written, the

Hartford-Empire Company by ______________________

____

Name of Officer. Official Title.

and ____

Licensee.

by ____

Name of Officer. Official Title.

both thereto duly authorized.

LICENSOR'S SIGNATURE.

HARTFORD-EMPIRE COMPANY (Seal)

By ____

Name of Officer. Official Title.

In presence of: ______________________________

____

____

LICENSEE'S SIGNATURE.

____ (Seal)

Licensee.

By ____

Name of Officer. Official Title.

In presence of:

____

____

Licensor's Affidavit.

STATE OF ________________ }
COUNTY OF ________________ } SS.:

On this ______ day of ________________ in the year one thousand, nine hundred and ____________________ before me personally came ____________________

____

to me known, who being by me duly sworn did depose and say that he resides in ____________________

____

and that he is ____________________ of Hartford-Empire Company, one of the parties described in, and which executed the above license and lease; and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by authority of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

____

Notary Public.

(SEAL)

Licensee's Affidavit.

STATE OF ________________ }
COUNTY OF ________________ } SS.:

On this ______ day of ________________ in the year one thousand, nine hundred and ____________________ before me personally came ____________________

____

to me known, who being by me duly sworn did depose and say that he resides in ____________________

____

and that he is ____________________ of the ______________________________, one of the parties described in and which executed the above license and lease, and that he executed the same for and in behalf of the said Corporation and affixed the seal of said Corporation thereto by authority of the Board of Directors of said Corporation, and that he knows the said seal to be the seal of the said Corporation.

____

Notary Public.

(SEAL)

SCHEDULE A.

Annexed to License and Lease No. H L ____________

Dated______________19____

List of Machinery and Accessories Furnished.

Lehr No. ________.

One Hartford Lehr, Class__________Type__________

INCLUDING

1. Motors to suit licensee's current characteristics.
2. Motor Drive and suitable speed change mechanism.
3. Control system including Built-in Pyrometer System.
4. Burner equipment for oil or gas (city, natural or propane).
5. Tunnell Length ____ feet.

SCHEDULE B.

Annexed to License and Lease No. H L ____________

Dated______________19____

Installation of Machinery.

1. The Licensor will furnish free of charge to the Licensee such general supervision as the Licensor may deem necessary in connection with the installation of the leased machinery set forth in Schedule "A" annexed hereto.

2. The Licensor will, if requested in writing by the Licensee, furnish a competent machinist to direct and assist in the said installation.

3. The Licensor will, if requested in writing by the Licensee, furnish a competent operator to instruct the Licensee's operators in the operation of the said machinery for a period not exceeding two weeks from the time the said machinery is installed.

4. The Licensee will pay to the Licensor the entire cost incurred by the Licensor under (2) and of instructions under (3), including the traveling and living expenses of the men furnished, plus 10% of the said entire cost.

SCHEDULE C.

Annexed to License and Lease No. H L ____________

Dated______________19____

List of Patents.

Any or all of the following:

	Patent No.	Date		Inventor
	1,735,353	November	12, 1929	Mulholland
	1,764,791	June	17, 1930	Ingle
	1,798,552	March	31, 1931	Mulholland
	1,827,673	October	12, 1931	Russell et al.
	1,833,090	November	24, 1931	Mulholland
	1,837,311	December	22, 1931	Amsler
	1,840,463	January	12, 1932	Mulholland
	1,866,366	July	5, 1932	Mulholland
Re.	19,074	February	13, 1934	Wadman
	2,133,783	October	18, 1938	Merrill
	2,133,784	October	18, 1938	Merrill
	2,151,983	March	28, 1939	Merrill
	2,162,377	June	13, 1939	Cone
	2,162,378	June	13, 1939	Cone
	2,244,112	June	3, 1941	Merrill
	2,244,113	June	3, 1941	Merrill
	2,268,609	January	6, 1942	Merrill
	2,284,832	June	2, 1942	Merrill
	2,335,128	November	23, 1943	Merrill

Exhibit E.

Order.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, WESTERN DIVISION.

Civil Action No. 4426.

UNITED STATES OF AMERICA, PLAINTIFF,

VS.

HARTFORD-EMPIRE COMPANY, ET AL., DEFENDANTS

This cause came on for hearing this 15th day of May, 1945, upon the intervening complaint of George F. Lang, R. R. Underwood, Lewis F. Gayner, Francis H. May, John H. Rau and Robert L. Warren, and the Court having considered said intervening complaint and the evidence, it is hereby

ORDERED, ADJUDGED and DECREED that until such further order as this Court may make, participation by the defendants Owens-Illinois Glass Company, Hazel-Atlas Glass Company, Thatcher Manufacturing Company and Ball Brothers Company, and each or any of them, in the activities of Glass Container Manufacturers Institute, an Ohio corporation not for profit, under the proposed Code of Regulations of said Glass Container Manufacturers Institute attached to said intervening complaint as Exhibit B, as follows, to-wit:

(a) The making of such voluntary contributions and/or arrangements to pay fees to Glass Container Manufacturers Institute for, and the receiving from said Institute of the information and services provided in said proposed Code of Regulations, Exhibit B to said intervening complaint, to be furnished by said Glass Container Manufacturers Institute, as they or any of them shall deem advisable;

(b) The furnishing to the General Manager of said Glass Container Manufacturers Institute of such part of the information called for by Exhibit C to said intervening complaint, with respect to their

individual businesses, from time to time, as they or any of them shall desire to furnish to said General Manager, and the receiving by them from said Glass Container Manufacturers Institute of compilations of information called for by other portions of said Exhibit C;

(c) The furnishing of such facilities to said Glass Container Manufacturers Institute and its standing committees for technical research (the results of which shall be made available to the glass container industry as a whole through the facilities of said Glass Container Manufacturers Institute) as they or any of them shall deem advisable; and

(d) The consultation with and furnishing of advice, information and assistance to the standing committees of said Glass Manufacturers Institute by individual representatives of said corporate defendants respectively, or any one or more of them, who are technically skilled in the fields of knowledge covered by the activities of said committees of said Institute (but no representative of any of said defendants shall serve as a member of any such committee until further order of the Court herein);

shall not be deemed to be inconsistent with the mandate herein of the Supreme Court of the United States, with any injunction issued pursuant thereto, or with any judgment entered herein, in so far as such mandate, injunction or judgment restrains said defendants from forming or joining any trade association; and such participation with respect to all acts occurring prior to any further order of the Court inconsistent with this order shall not subject said defendants, or any of them, to punishment for contempt herein with respect to any such injunction or judgment pursuant to such mandate against forming or joining any trade association.

The court reserves jurisdiction on complaint of any interested party at any time to require the termination of any such participation pursuant to this order in said

activities by any such corporate defendant, and its agents and employees, or otherwise to modify this order with respect to proceedings hereunder thereafter.

During the period in which (a) said corporate defendants are subject to said mandate or any injunction entered thereunder with respect to forming or joining any trade association and (b) one or more of said corporate defendants cooperates with the Institute in pursuance of this order, the Institute shall be subject to all of the provisions of Paragraph 55 of the judgment originally entered, as ultimately amended in accordance with the mandate of the Supreme Court, and during the period aforesaid, said Institute and each of its Trustees shall on written request of the Attorney General or an Assistant Attorney General, and on reasonable notice, furnish such of the requested information pertaining to the affairs and activities of the Institute as may be available to it or them, subject to all the reservations and immunities provided in said Paragraph 55.

This order shall not be construed to adjudicate

(a) the legality or propriety of any questions arising under the mandate of the Supreme Court other than such as arise under or in connection with the contemplated injunction restraining the corporate defendants for the period therein specified from forming or joining any trade association, or

(b) the legality under the anti-trust laws of the United States of any of the operations or activities of the Institute or its committees or of the defendants.

This order shall constitute a bar to the prosecution of any action or proceeding only to the extent that the same is based on the contention that participation by the defendants in the activities of the Institute permitted by this order is a violation of the mandate of the Supreme Court or the judgment entered thereon in so far as such mandate or judgment contemplates the restraining of or restrains the defendants from forming or joining any

trade association for the period therein specified.

This order shall be carried into the final judgment herein.

FRANK L. KLOEB,
United States District Judge.

Exhibit F.

Royalty when licensed in:

Machine	1947	1948	1949	1-1-50 through 10-31-50	11-1-50 through 12-31-51*
Feeders	$9000	$9000	$8000	$7000	$3000
Forming machines, other than #28 type, —for I. S. Type Machines, per section, and for other type machines, per Finishing Mold**	2000	2000	2000	1750	1750
28 Machine type per finishing mold**	1400	1000	1000	0	0
Lehrs (133 Series type)	1200	800	600	0	0
Other Lehrs including 51 Series type***	2400	2400	2400	2000	2000
Stackers	500	500	500	0	0

After December 31, 1951, royalties for licenses under present inventions shall be payable only if features or methods covered by unexpired and undedicated patents are incorporated in licenses or machines and then at not more than the following rates for the years specified: Feeders: 1952, $3,000, 1953 and following years, $2,000; Forming machines, other than #28 type, for I. S. Type machines, per section, and for other type machines, per finishing mold: 1952, $1,500, 1953 and following years, $1,000; Lehrs (Other than 133 series type***): 1952 and subsequent years, $1,500.*

***Finishing mold includes both single and plural cavity mold.*

****Including Series 133 Lehrs in which have been incorporated features covered by Patents Nos. 2,133,783 and 2,151,983.*

Exhibit G.

Amount payable when contract cancelled in:

Machine	1947	1948	1949	1-1-50 through 10-31-50	11-1-50 through 12-31-51*
Feeders	$9000	$9000	$8000	$7000	$3000
I S Machine (per section)	2000	2000	2000	1750	1750
28 Machine (per finishing mold)	1400	1000	1000	1	1**
Lehrs (133 Series)	1200	800	600	1	1**
Lehrs (51 Series)***	2400	2400	2400	2000	2000
Stackers	500	500	500	1	1**

After December 31, 1951, the following amounts shall be payable only if features or methods covered by unexpired and undedicated patents are incorporated in leased machines which are purchased and as to which existing licenses are canceled: Feeders: 1952, $3,000, 1953 and following years, $2,000; I S Machines (per section): 1952, $1,500, 1953 and following years, $1,000; Lehrs (51 Series*): 1952 and subsequent years, $1,500. The amounts set forth in this footnote shall be subject to reduction to amounts corresponding to the rates in effect at the time for a license to make, have made, use and sell similar machines pursuant to any order of the Court.*

***The same amounts will be payable in subsequent years.*

****Including Series 133 Lehrs in which have been incorporated features covered by Patents Nos. 2,133,783 and 2,151,983.*

Exhibit H.

License to Make, Have Made, Use and Sell*

This Agreement made this ________ day of ________, 19____, by and between Hartford-Empire Company, a corporation of the State of Delaware, having a place of business in Hartford, Connecticut (hereinafter referred to as "Licensor") and ________________, a corporation of the State of ____________, and having a place of business at ________________, hereinafter together with its assignee or successor referred to as "Licensee".

**This form may be limited at the applicant's option to a license with respect to one or more classes of "Glassware Machines", as herein defined.*

Witnesseth That:

Whereas the Licensor owns or has the right to license others under "present inventions" as hereinafter defined, and

Whereas by a judgment of the District Court for the Northern District of Ohio, Western Division, entered on May ——, 1947, Licensor has been directed to offer to all applicants licenses under "present inventions" as hereinafter defined to make, have made, use and sell feeders, forming machines, lehrs, and stackers, on the basis of a single royalty payment per machine as hereinafter set forth; and the Licensee has applied for such license.

Now Therefore, for and in consideration of the premises and the mutual covenants and agreements herein contained the parties have agreed as follows:

Section 1—Definitions

(a) "Feeders" shall mean any and all types of apparatus for or embodying methods of feeding molten glass from furnaces to forming machines, together with all auxiliary and accessory parts of said apparatus, when designed to be used in connection with any such apparatus.

(b) "Forming machines" shall mean any and all types of apparatus for or embodying methods of forming molten or viscous glass by blowing, pressing, blowing and pressing, or drawing the glass; by forming the glass into a ribbon and by causing the glass to progress continuously or intermittently in a given direction along a substantially straight line or to deviate from such straight line while transferring from one straight line to another (including, but not limited to, the 399 or ribbon machine); together with all auxiliary and accessory parts of all of said apparatus, when designed to be used in connection with any such apparatus; provided that this definition is limited to such machines as are capable of producing glass containers, table ware, tumblers, stem ware, kitchen ware, oven ware, and kindred items.

(c) "Lehrs" shall mean any and all types of apparatus for or embodying methods of annealing glassware, together with all auxiliary and accessory parts of said apparatus, when designed to be used in connection with any such apparatus.

(d) "Stackers" shall mean any and all types of apparatus for or embodying methods of stacking glassware from a forming machine, suction machine, or conveyor in a lehr, together with all auxiliary and accessory parts of said apparatus, when designed to be used in connection with any such apparatus.

(e) The term "Glassware Machines" shall be deemed to include and be limited to feeders, forming machines, lehrs and stackers as defined in subparagraphs (a), (b), (c) and (d), respectively of this Section 1.

(f) "Current type machines" means feeders, forming machines, lehrs and stackers of the types licensed or leased by Licensor on December 31, 1946.

(g) "Present inventions" means (1) all United States patents owned or controlled by Licensor on December 31, 1946 relating to feeders, forming machines, lehrs and stackers, except patents covering inventions which (a) on April 30, 1947 were embodied or employed in experimental feeders, forming machines, lehrs or stackers which Licensor had built and which were then in existence, or which it was then building, or in feeders, forming machines, lehrs or stackers manufactured commercially at any time thereafter by or for Licensor, and which (b) prior to December 31, 1946 had not been embodied or employed in and licensed for use in current type machines; and (2) all inventions owned or controlled by Licensor on April 30, 1947 and thereafter patented in so far as they were embodied or employed in and licensed for use in current type machines on or before December 31, 1946.

Section 2—Grant of License

Licensor hereby grants to Licensee a non-exclusive license under present inventions to make, have made, use

and sell, (including the right to transfer to any vendee the right to use) in the United States and its Territories, glassware machines, subject to the royalties and terms hereinafter provided.

Section 3—Royalties

The Licensee agrees with respect to each glassware machine which it shall make, have made, and use, or make, have made, and sell under this license, to pay to the Licensor as a paid-up royalty for the license hereby granted with respect to such machine the sum set forth in the schedule hereto annexed, marked Schedule A, as applicable to such machine at the time the initial payment becomes due, as set forth hereinafter. Such royalty as to each glassware machine shall be payable at the option of the Licensee, either (1) in cash upon Licensee's acceptance of an order for such glassware machine or the commencement of the construction of such glassware machine, whichever is earlier, or (2) in three equal installments as follows: one-third in cash upon acceptance of an order for such glassware machine, or the commencement of the construction of such glassware machine, whichever is earlier; one-third one year from the date of payment of the first installment; and one-third two years from the date of payment of the first installment. The deferred payments, if any, shall be evidenced by negotiable promissory notes bearing interest at six percent per annum after maturity.

Provided, however, that, subject to subparagraph 13 (K) of the Final Judgment in United States v. Hartford-Empire Company, et al., Civil Action No. 4426, in the District Court of the United States for the Northern District of Ohio, Western Division, the Licensor may with respect to any machine require full payment in cash, in the event the Licensee is or becomes a poor credit risk, or in the event of a default in the payment of any sum due under this license.

Provided, further, that the royalties specified in said Schedule A shall be subject to adjustment in accordance with the provisions of said Final Judgment or any amendment thereof.

Section 4—Identity of Licensed Machines

Licensee shall permanently affix to each glassware machine manufactured, sold or used under this license a legible and accessible designation plate bearing the name of the Licensee and identification number for such machine, which shall be reported to the Licensor prior to sale or use of the machine hereunder. Licensee shall keep Licensor at all times informed as to the number and identity of all machines made under this license. Licensee shall apply proper patent notices furnished by the Licensor to each glassware machine made hereunder.

Section 5—Accounting

The Licensee shall keep proper books of account during its entire operation under this license, showing the glassware machines ordered, built, used or sold under this license, with their designation and such other facts necessary to the determination of royalties due hereunder, all in such forms within reasonable limits as shall be specified by the Licensor.

Such books shall be open at all reasonable times to inspection by an independent auditor employed by the Licensor in connection with the collection of royalties, if such auditor is employed on condition that he disclose to Licensor only such information as is necessary to determine the amount of royalties payable.

Section 6—Term

This license unless sooner revoked or terminated, as provided elsewhere herein, shall remain in force for the life of the patents under which this license is taken.

Section 7—Assignment

The Licensee may assign its rights in this license, upon reasonable notice to the Licensor, to any assignee or successor who shall take the assignment subject to, and who shall undertake in writing to be bound by, the obligation of Licensee under this license.

The License shall furnish to the Licensor, upon such assignment, a duly executed copy of the aforesaid assignment and undertaking and the address designated by the assignee or successor for the giving of notices hereunder, and only upon the receipt thereof shall the Licensee be deemed to include such assignee or successor.

Section 8—Validity of Patents

(a) Licensee may at any time without revoking this license, dispute the validity, scope or enforceability of any of the letters patent under which the license is granted.

(b) Licensor does not in any manner represent or warrant, nor induce the execution or performance of this license by reason of any statement concerning the validity or enforceability of any letters patent, and nothing in this license shall in any way affect or modify any outstanding covenant not to sue respect to the period prior to November 1, 1945.

Section 9—Licensor's Right of Revocation

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 3, 4 and 5 of this license or cause the same to be violated, Licensor shall have the right, at its option, to revoke and terminate absolutely this license upon giving written notice to the Licensee and to the Attorney General of the United States of such revocation at least thirty (30) days before the time when such revocation is to take effect, unless such revocation shall be enjoined by court order.

Also, Licensor may have the right to terminate this license agreement at any time if proceedings in bankruptcy at any time are commenced by or against the Licensee or if a Receiver is appointed over the Licensee, or if the Licensee makes any general assignment for benefit of creditors.

No termination or revocation of this license shall affect or in any way discharge the liability of the Licensee to pay any and all amounts for which it is obligated to Licensor under this license and under any note or

notes made by Licensee pursuant to the terms of this license; provided further, that the royalties specified in said Schedule A shall be subject to adjustment in accordance with the provisions of the Final Judgment, or any amendments thereof, in United States v. Hartford-Empire Company, et al., Civil Action No. 4426, in the District Court of the United States for the Northern District of Ohio, Western Division.

No termination or revocation of this license shall affect the rights which have arisen hereunder with respect to glassware machines as to which royalties have been paid as herein provided.

Section 10—Licensee's Right of Cancellation

Licensee may cancel this license at any time upon (a) Ninety (90) days written notice to Licensor and to the Attorney General, and (b) payment to Licensor of any and all amounts for which it is obligated to Licensor under this license and under any note or notes made by Licensee pursuant to the terms of this license.

In Witness Whereof each of the parties has caused this Agreement to be executed, acting hereunder by its officers duly authorized therefor.

HARTFORD-EMPIRE COMPANY

*By*____________________

____

Official Title

In Presence of

____

____

____

*By*____________________

In Presence of

____

____

SCHEDULE "A"

Royalty when licensed in:

(for rates after 1951 see foot note)*

Machine	*1947*	*1948*	*1949*	*1-1-50 through 10-31-50*	*11-1-50 through 12-31-51*
Feeders	*$9000*	*$9000*	*$8000*	*$7000*	*$3000*
*Forming machines, other than #28 type, —for I. S. Type Machines, per section, and for other type machines, per Finishing Mold***	*2000*	*2000*	*2000*	*1750*	*1750*
*28 Machine type per finishing mold***	*1400*	*1000*	*1000*	*0*	*0*
Lehrs (133 Series type)	*1200*	*800*	*600*	*0*	*0*
*Other Lehrs including 51 Series type****	*2400*	*2400*	*2400*	*2000*	*2000*
Stackers	*500*	*500*	*500*	*0*	*0*

After December 31, 1951, royalties for licenses under present inventions shall be payable only if features or methods covered by unexpired and undedicated patents are incorporated in licenses or machines and then at not more than the following rates for the years specified: Feeders: 1952, $3,000, 1953 and following years, $2,000; Forming Machines, other than #28 type, for I. S. Type machines, per section, and for other type machines, per finishing mold: 1952, $1,500, 1953 and following years, $1,000; Lehrs (other than 133 series type***): 1952 and subsequent years, $1,500.*

The royalty rates payable after December 31, 1951 are subject to adjustment in accordance with subparagraph 13(C)(4) of the Final Judgment referred to in Section 3 of this License.

***Finishing mold includes both single and plural cavity mold.*

****Including Series 133 Lehrs in which have been incorporated features covered by Patents Nos. 2,133,783 and 2,151,983.*

Exhibit I

License to Make, Have Made, Use and Sell a Certain Air-Bell Type Feeder

This Agreement made this ______ day of ____________, 19 , by and between Hartford-Empire Company, a corporation of the State of Delaware, having a place of business in Hartford, Connecticut, (hereinafter referred to as "LICENSOR") and ____________, a corporation of the State of ____________, and having a place of business at ____________, hereinafter together with its assignee or successor referred to as "Licensee",

WITNESSETH:

WHEREAS *the Licensor owns or has the right to license under certain United States Letters Patent; and*

WHEREAS *by a judgment of the District Court of the United States for the Northern District of Ohio, Western Division, entered on May ___, 1947, Licensor has been directed to offer to all applicants a license to make, have made, use and sell glass feeders for feeding suspended mold charges to molds of ware-forming machines of a certain type which has been identified before the Special Master appointed by The Federal District Court of Toledo, Ohio, in the testimony of T. W. Griffin, pages 939 to 1004, inclusive of the record, as shown in Exhibits MH-108, MH-109, MH-110 and MH-111 (copies of which are attached hereto marked Schedules A to D, inclusive),*

NOW, THEREFORE, *for and in consideration of the premises and the mutual covenants and agreements herein contained the parties have agreed as follows:*

Section 1—License

The Licensor hereby grants to the Licensee, under any United States Letters Patent which it now owns or under which it has the right to grant a license, a non-exclusive license to make, have made, use and sell (including the right to transfer to any vendee the right at any time to use) glass feeding machines like those shown in the drawings, Schadules A to D, inclusive.

Section 2—Term

This license unless sooner revoked or terminated, as provided elsewhere herein, shall remain in force until October 31, 1950.

Section 3—Royalties

The Licensee agrees with respect to each such feeder which it shall make or have made under this license, to pay to the Licensor as a paid-up royalty therefor the sum of Three Thousand Dollars ($3000.00) payable as follows: One Thousand Dollars ($1000.00) in cash upon its acceptance of an order for such feeder or upon commencement of construction of such a feeder, whichever is the earlier, and the balance in two equal installments, due respectively one and two years after the date of such acceptance or commencement of construction, such deferred payments to be evidenced by negotiable promissory notes bearing interest at the rate of six percent (6) after maturity, payable to the Licensor; provided, however, that subject to Paragraph 13(K) of the final judgment in United States of America v. Hartford-Empire Company, et al., Civil Action No. 4426 in the District Court of the United States for the Northern District of Ohio, Western Division, the Licensor may require full payment in cash of the aforesaid Three Thousand Dollars ($3000.00) in the event that the Licensee is or becomes a poor credit risk, or after a first default in the payment of any sum due under this License. Licensee may anticipate payment of any such notes.

Section 4—Identity of Licensed Feeders

Licensee shall permanently affix to each feeder manufactured, sold or used under this license a legible and accessible designation plate bearing the name of the Licensee and identification number for such feeder, which shall be reported to the Licensor prior to sale or use of the feeder hereunder. Licensee shall keep Licensor at all times informed as to the number and identity of all feeders made under this license. Licensee shall apply proper patent notices furnished by the Licensor to each feeder made hereunder.

Section 5—Accounting

The Licensee shall keep proper books of account of its entire operations under this license, showing the feeders ordered, built and delivered under this license with their designation, and such other facts necessary for the determination of the royalties due hereunder, all in such forms, within reasonable limits, as shall be specified by the Licensor.

Such books shall at all reasonable times be open to inspection by an independent auditor employed by the Licensor, in connection with the collection of royalties, if such auditor is employed on condition that he disclose to the Licensor only such information as is necessary to determine the amount of royalties payable.

Section 6—Licensor's Right of Revocation

In case the Licensee shall violate or fail to observe any of the conditions set forth in Sections 3, 4 and 5 of this license or cause the same to be violated, Licensor shall have the right, at its option, to revoke and terminate absolutely this license upon giving written notice to the Licensee and to the Attorney General of the United States of such revocation at least thirty (30) days before the time when such revocation is to take effect, unless such revocation shall be enjoined by court order.

Also Licensor may have the right to terminate this license agreement at any time if proceedings in bankruptcy at any time are commenced by or against the Licensee or if a Receiver is appointed over the Licensee, or if the Licensee makes any general assignment for benefit of creditors.

No termination or revocation of this license shall affect or in any way discharge the liability of the Licensee to pay any and all amounts for which it is obligated to Licensor under this license and under any note or notes made by the Licensee pursuant to the terms of this license; provided, however, that the royalties specified herein shall be subject to adjustment in accordance with the provisions of the Final Judgment, or any amendment thereof, in the case of United States of America v. Hartford-Empire Company, et al., Civil Action No. 4426, in the District Court of the United States for the Northern District of Ohio, Western Division.

No termination or revocation of this license shall affect the rights which have arisen hereunder with respect to feeders as to which royalties have been paid as herein provided.

Section 7—Assignment

The Licensee may assign its rights in this license, upon reasonable notice to the Licensor, to any assignee or successor who shall take the assignment subject to and who shall undertake in writing to be bound by the obligation of Licensee under this license.

The Licensee shall furnish to the Licensor, upon such assignment, a duly executed copy of the aforesaid assignment and undertaking at the address designated by the assignee or successor for the giving of notices hereunder, and only upon the receipt thereof shall the Licensee be deemed to include such assignee or successor.

Section 8—Validity of Patents

(a) Licensee may at any time without revoking this license, dispute the validity, scope or enforceability of any of the letters patent under which the license is granted.

(b) Licensor does not in any manner represent or warrant, nor induce the execution or performance of this license by reason of any statement concerning the validity or enforceability of any letters patent, and nothing in this license shall in any way affect or modify any outstanding covenant not to sue with respect to the period prior to November 1945.

Section 9—Licensee's Right of Cancellation

Licensee may cancel this license at any time upon (a) Ninety (90) days written notice to Licensor and to the Attorney General, and (b) payment to Licensor of any and all amounts for which it is obligated to Licensor under this license and under any note or notes made by Licensee pursuant to the terms of this license.

IN WITNESS WHEREOF *each of the parties has caused this Agreement to be executed, acting hereunder by its officers duly authorized therefor.*

HARTFORD-EMPIRE COMPANY

By ______________________

____

Official Title

In Presence Of:

____

____

____

By ______________________

In Presence Of:

____

____

Exhibit J

License from Hartford-Empire Company to Liberty Feeder Company

THIS AGREEMENT, *made this* ___ *day of* __________, *1947, by and between* HARTFORD-EMPIRE COMPANY, *a corporation of the State of Delaware (hereinafter referred to as "Licensor"), and Liberty Feeder Company, a corporation of the State of* *(hereinafter referred to as "Licensee"),*

WITNESSETH*:*

WHEREAS *the Licensor owns or has the right to license under certain United States Letters Patent; and*

WHEREAS *Licensee or its predecessors, Arthur W. Schmid Company and Arthur W. Schmid, have designed, manufactured and/or sold twenty-one (21) glass feeders for feeding suspended mold charges to molds or ware-forming machines of a certain type which has been identified before the Master appointed by the Federal District Court of Toledo, Ohio, in the testimony of T. W. Griffin, pages 939 to 1004, inclusive of the record, as shown in Exhibits MH-108, MH-109, MH-110 and MH-111*

(copies of which are attached hereto marked Schedules A to D inclusive), in which proceedings Licensor has asserted such feeders to come under certain of Licensor's patents and which Licensee disputes; and

WHEREAS *Licensee wishes to make and sell other feeders like those shown in Schedules A to D, inclusive: and*

WHEREAS, *in settlement of such dispute Licensor is willing to grant and Licensee is willing to accept a license to make and sell such feeders under Licensor's patents and pay Licensor a royalty therefor as hereinafter provided.*

NOW, THEREFORE, *for and in consideration of the premises and the mutual covenants and agreements herein contained the parties have agreed as follows:*

1. The Licensor hereby grants to the Licensee, under any United States Letters Patent which it now owns or under which it has the right to grant a license, a non-exclusive license to make, have made and sell (including the right to transfer to any vendee the right at any time to use) glass feeding machines like those shown in the drawings, Schedules A to D, inclusive.

2. The license hereby granted shall extend until October 31, 1950, unless sooner terminated by consent of the parties hereto.

3. The Licensee agrees, with respect to each such feeder which it shall make, or have made under this license, to pay to the Licensor as a paid-up royalty therefor the sum of Three Thousand Dollars ($3000.00) payable as follows: One Thousand Dollars ($1000.00) in cash upon its acceptance of an order for such feeder, or the commencement of erection of such a feeder, whichever is the earlier and the balance in two equal installments, due respectively one and two years after the date of such acceptance or beginning of erection, such deferred payments to be evidenced by negotiable promissory notes bearing interest at the rate of 6% after maturity, payable to the Licensor; provided, however, that the Licensor may require full payment in cash of the aforesaid

Three Thousand Dollars ($3000.00) in the event that the Licensee is or becomes a poor credit risk, or after a first default in the payment of any sum becoming due under this license. Licensee may anticipate payment of said notes.

4. The Licensee agrees to permanently affix to each feeder made under this license a plate carrying a legible designation of the said feeder and that it is licensed under licensor's patents and further agrees to keep the Licensor at all times advised as to the numbers and identity of all feeders licensed hereunder.

5. The Licensee shall keep proper books of account of its operations under this license, showing the feeders ordered, built and delivered under this license with their designations, and such other facts necessary for the determination of the royalties due hereunder, all in such forms, within reasonable limits, as shall be specified by the Licensor.

Such books shall at all reasonable times be open to inspection by an independent auditor employed by the Licensor, in connection with the collection of royalties, if such auditor is employed on condition that he disclose to the Licensor only such information as is necessary to determine the amount of royalties payable.

6. (a) The Licensee may at any time, without revoking this license, dispute the validity, scope or enforceability of any of the letters patent under which this license is granted.

(b) Licensor does not in any manner represent or warrant, nor induce the execution or performance of this license by reason of any statement concerning the validity or enforceability of any letters patent.

7. Licensor hereby releases Licensee, its predecessors Arthur W. Schmid and Arthur W. Schmid Company and their vendees from any claim or demand Licensor has or may have had arising from infringement by the making and selling and using, prior to April 23, 1947, of any of the said twenty-one (21) feeders heretofore made and sold by Licensee and its predecessors, reserving, how-

ever, any rights Licensor has or may have arising from the use of said twenty-one (21) feeders after April 23, 1947.

8. Licensee shall have for a period of six (6) months from the date hereof the right and privilege, upon the payment of Three Thousand ($3000.00) Dollars per feeder, payable One Thousand ($1000.00) in cash and the balance in two equal installments evidenced by two negotiable promissory notes due respectively one year and two years from the date of the exercise of said right and bearing interest after maturity at the rate of six percent (6%) per annum to bring any of said twenty-one (21) feeders now outstanding within this license. Licensee may anticipate payment of said notes.

It is understood and agreed that Licensor is and shall be estopped hereby from referring to or asserting this license in any proceeding brought by Licensor against a user of any of said twenty-one (21) feeders purchased from Licensee or its predecessors prior to April 13, 1947, in which a claim is based upon the use of said feeders.

/s/ S. F. Parham
/s/ Arthur W. Schmid

April 23, 1947.

Exhibit K

Bill of Sale and License

HARTFORD-EMPIRE COMPANY
to

____

*Dated*____________________
*For*____________________

FOR AND IN CONSIDERATION OF *the payment to it of $* ____
____
____________________, *and other good and valuable considerations, receipt of which is hereby acknowledged, Hartford-Empire Company, a corporation of the State of Delaware, having a place of business in Hartford,*

Connecticut, hereinafter called the "Seller", has sold, assigned and transferred, and hereby sells, assigns and transfers unto ________________________________ *a corporation of the State of* ________________________ *hereinafter called "Purchaser", its successors and assigns, but subject and pursuant to the provisions of a certain Settlement Memorandum, dated April 30, 1947, among the United States Department of Justice, Seller and the Committee of Hartford-Empire Company Licensees, the machinery, heretofore leased to Purchaser by Seller and specified in Schedule A annexed hereto, being all the "leased machinery" covered by the Licenses and Leases set forth in said Schedule A, and*

Seller hereby grants to Purchaser, its successors and assigns, a non-exclusive license to use "present inventions" as hereinafter defined, in said machinery, in the United States and its Territories.

"Current type machines" means feeders, forming machines, lehrs and stackers of the types licensed or leased by Seller on December 31, 1946.

"Present inventions" means (1) all United States patents owned or controlled by Seller on December 31, 1946 relating to feeders, forming machines, lehrs and stackers, except patents covering inventions which (a) on April 30, 1947 were embodied or employed in experimental feeders, forming machines, lehrs or stackers which Seller had built and which were then in existence, or which it was then building, or in feeders, forming machines, lehrs or stackers manufactured commercially at any time thereafter by or for Seller, and which (b) prior to December 31, 1946 had not been embodied or employed in and licensed for use in current type machines; and (2) all inventions owned or controlled by Seller on April 30, 1947 and thereafter patented insofar as they were embodied or employed in and licensed for use in current type machines on or before December 31, 1946.

Seller does not in any manner warrant, or induce the purchase of or the acceptance of said license for said

machinery by reason of any statement or representation concerning the validity, scope or enforceability of any letters patent. The Purchaser does not hereby acknowledge validity of any patent included in the above license, and Purchaser may, at any time, without revoking said license, contest the validity, scope or enforceability of any of the letters patent under which said license is granted.

IN WITNESS WHEREOF, *the Seller has hereunto set its hand and seal by its officer duly authorized therefor, this ______ day of __________, 1947.*

HARTFORD-EMPIRE COMPANY

By ________________ *(Seal)*

Title

In presence of:

____

____

(Acknowledgement form where necessary)

Exhibit L

Termination and Settlement of Licenses and Leases

This AGREEMENT *made as of the ___ day of _______, 1947, by and between Hartford-Empire Company, a corporation of the State of Delaware, having a place of business in Hartford, Connecticut, hereinafter called* LICENSOR, *and* ____________________ ______, *a corporation organized under the laws of the State of* __________, *and having a place of business at* ____________________, *which together with its successors and assigns is herein designated as* LICENSEE,

WITNESSETH THAT:

WHEREAS *there are outstanding between Licensor and Licensee certain licenses and leases covering certain machinery as set forth in Schedule A annexed hereto, and*

WHEREAS *Licensor and Licensee desire to terminate said licenses and leases, including the Licensee's obligation thereunder to pay royalties,*

Now, therefore, it is hereby mutually agreed, subject and pursuant to the provisions of a certain Settlement Memorandum, dated April 30, 1947, among the United States Department of Justice, Licensor, and the Committee of Hartford-Empire Company Licensees, as follows:

Section 1—Payment by Licensee to Licensor

*Licensee agrees to pay to Licensor the sum of $*______ ____________________ *in installments as follows:*

> *$*__________ *in cash upon execution thereof;*
>
> *$*__________ *in the form of a negotiable note due one year from date hereof, without interest, and*
>
> *$*__________ *in the form of a negotiable note due two years from the date hereof, without interest,*
>
> *Provided, however, that deferred payments shall be subject to discount for advance payment at the rate of 2% per annum.**

The above payments by the Licensee are unconditional, and the Licensee may not refuse payment or defend any suit on the notes securing the payment of the deferred installments, nor recover back any sums paid hereunder, by reason of any matters relating to or in connection with Licensor's inventions or patents, or Licensor's patent position, or any change therein, nor by reason of any change in or proceedings under or in connection with the Final Judgment or any amendment thereof in the case of United States v. *Hartford Empire Company, et al., Civil Action No. 4426 in the District Court of the United States for the Northern District of Ohio, Western Division.*

**This proviso to be omitted when agreement is executed after December 31, 1947.*

Section 2—Termination of Licenses and Leases and Royalty Obligations

The licenses and leases set forth in said Schedule A are hereby terminated and cancelled, Licensee is released from all obligations thereunder, including the obligation to pay royalties, and all claims relating to the rights and liabilities of Licensor and Licensee under said licenses and leases are hereby compromised and settled, except Licensee's obligation under said licenses and leases to pay to Licensor any royalties or license fees accrued and unpaid prior to the date hereof.

*Provided, however, that production royalties pursuant to the licenses and leases listed in said Schedule A shall cease to accrue on________________, 1947.**

In Witness Whereof each of the parties thereto has caused this agreement to be executed in duplicate by its respective officers duly authorized therefor.

HARTFORD-EMPIRE COMPANY

By ________________________

(Title)

In Presence of

____

____

____

(Licensee)

By ________________________

(Title)

In Presence of

____

____

**This proviso to be eliminated when licensee undertakes to cancel and terminate license and lease agreements after , 1947.*

Exhibit M

Termination and Settlement of Licenses on Current Type Machines and Single Royalty Licenses Therefor

*This Agreement made as of the ____ day of ________, 1947, by and between Hartford-Empire Company, a corporation of the State of Delaware, having a place of business in Hartford, Connecticut, (hereinafter called "*LICENSOR*"), and __________, a corporation organized under the laws of the State of ____________, having a place of business at ________________________, which together with its successors and assigns is herein designated as "*LICENSEE*",*

WITNESSETH THAT:

WHEREAS *the Licensee is the owner of certain machinery described in Schedule A annexed hereto and which it now operates under licenses from Licensor, identified in Schedule B annexed hereto, and*

WHEREAS *Licensor and Licensee desire to terminate the Licensee's obligation under said licenses to pay production royalties to Licensor for the use of the aforesaid machinery, and desire to enter into new licenses for said machinery.*

NOW THEREFORE, *it is hereby mutually agreed as follows:*

Section 1—Payment by Licensee to Licensor

Licensee agrees to pay to the Licensor the sum of $____________________________ in installments as follows:

$______________ in the form of a negotiable note

$______________ in cash upon execution hereof; due one year from date hereof, without interest, and

$______________ in the form of a negotiable note due two years from the date hereof, without interest.

Provided, however, that deferred payments shall be

subject to discount for advance payment at the rate of 2% per annum. *

The above payments by the Licensee are unconditional, and the Licensee may not refuse payment or defend any suit on the notes securing the payment of the deferred installments, nor recover back any sums paid herein, by reason of any matters relating to or in connection with Licensor's inventions or patents, or Licensor's patent position, or any change therein, nor by reason of any change in or proceedings under or in connection with the final judgment or any amendment thereof in the case of United States v. Hartford-Empire Company, et al., Civil Action No. 4426 in the District Court of the United States for the Northern District of Ohio, Western Division.

Section 2—Termination of Licenses With Respect to Certain Machinery

Licensee is released from all obligations under the licenses identified in Schedule B, with respect to the machinery described in Schedule A, including the obligation to pay royalties, and all claims relating to the rights and liabilities of Licensor and Licensee under said licenses with respect to said machinery described in Schedule A are hereby compromised and settled, except Licensee's obligation under said licenses to pay to Licensor any royalties or license fees accrued and unpaid prior to the date hereof,

*Provided, however, that production royalties with respect to said machinery described in Scheule A shall cease to accrue on ______________ 1947.***

Section 3—Grant of License

Licensor hereby grants to Licensee, its successors and assigns, a non-exclusive license to use "present inventions", as hereinafter defined in said machinery described in Schedule A, in the United States and its Territories.

**This proviso to be omitted where agreement is executed after December 31, 1947.*

***This proviso to be eliminated when Licensee undertakes to cancel and terminate existing licenses as to such machinery after , 1947.*

"Current type machines" means feeders, forming machines, lehrs and stackers of the types licensed or leased by Licensor on December 31, 1946.

"Present inventions" means (1) all United States patents owned or controlled by Licensor on December 31, 1946 relating to feeders, forming machines, lehrs and stackers, except patents covering inventions which (a) on April 30, 1947 were embodied or employed in experimental feeders, forming machines, lehrs or stackers which Licensor had built and which were then in existence, or which it was then building, or in feeders, forming machines, lehrs or stackers manufactured commercially at any time thereafter by or for Licensor, and which (b) prior to December 31, 1946 had not been embodied or employed in and licensed for use in current type machines; and (2) all inventions owned or controlled by Licensor on April 30, 1947 and thereafter patented insofar as they were embodied or employed in and licensed for use in current type machines on or before December 31, 1946.

Licensor does not in any manner warrant or induce the execution or performance of this agreement by reason of any statement or representation concerning the validity, scope or enforceability of any letters patent. The Licensee does not hereby acknowledge validity of any patent included in the above License and Licensee may, at any time, without revoking this License, contest the validity, scope or enforceability of any of the letters patent under which this License is granted.

IN WITNESS WHEREOF *each of the parties hereto has caused this agreement to be executed in duplicate by its respective officers duly authorized therefor.*

HARTFORD-EMPIRE COMPANY

By ______________________ *(Seal)*

(Title)

In Presence of:

____

____

____
(Licensee)

By ____________________
(Title)

In Presence of:

____

____

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO WESTERN DIVISION.
UNITED STATES OF AMERICA, PLAINTIFF,

VS.

HARTFORD-EMPIRE COMPANY, ET AL., DEFENDANTS

Civil Action No. 4426.

Motion for Order Amending Final Judgment.

Now comes the defendant, Hartford-Empire Company, and moves this Court (1) to approve the settlement agreement among plaintiff, defendant Hartford-Empire Company, and the Committee of Hartford-Empire Company Licensees, which agreement is set forth in the "Settlement Memorandum" attached hereto and marked Exhibit A; (2) to approve the agreement among defendants Amory Houghton and Arthur A. Houghton, Jr., individually and as trustees, and Hartford-Empire Company, which agreement is attached hereto and marked Exhibit B and (3) to enter an order amending the Final Judgment of October 31, 1945 herein in order to effectuate the aforesaid agreements.

s/ Stuart S. Wall
s/ D. F. Melhorn
s/ J. M. Carlisle
Attorneys for Defendant Hartford-Empire Company

Filed May 23, 1947.

Exhibit A to Motion.

SETTLEMENT MEMORANDUM

Subject to the approval of the Court, the Department of Justice, Hartford-Empire Company, and the Committee of Hartford-Empire's Licensees have agreed upon the following settlement. This settlement does not affect any provision in the Final Judgment not inconsistent herewith.

Definitions:

Current type machines means feeders, formers, lehrs and stackers of the types licensed or leased by Hartford on December 31, 1946.

Present inventions means (1) all United States patents owned or controlled by Hartford on December 31, 1946 relating to feeders, formers, lehrs and stackers, except patents covering inventions which (a) are embodied or employed in present experimental feeders, formers, lehrs or stackers which Hartford has built or is presently building, or in feeders, formers, lehrs or stackers hereafter manufactured commercially by or for Hartford, and which (b) prior to December 31, 1946 had not been embodied or employed in and licensed for use in current type machines; and (2) all inventions now owned or controlled by Hartford and hereafter patented in so far as they were embodied or employed in and licensed for use in current type machines on or before December 31, 1946.

Future type machines means Hartford feeders, formers, stackers and lehrs embodying or employing inventions other than present inventions.

Compulsory Sale or License by Hartford of Presently Licensed Current Type Machines

(1) Hartford will be directed to offer to sell at any time to any lessee any of its current type machines under lease to such lessee, together with the right to use present inventions therein, at Hartford's depreciated book value of each machine at the time of sale, provided, the existing license and lease applicable to such machine is cancelled in accordance with paragraph 2. If there is no depreciated book value on a particular current type machine, the depreciated book value of said machine shall be deemed to be zero. The amount of depreciated book value, if any, shall be paid in cash at the time of purchase.

(2) The license-lease agreement in effect with respect to each machine purchased pursuant to Paragraph 1, shall be cancelled and terminated and in consideration of such cancellation and termination and release of the lessee's obligations thereunder including the obligation to pay royalties, the lessee shall pay to Hartford the amounts set forth in Schedule "A" attached hereto. Such payment by the purchaser of each presently licensed and leased machine shall constitute both a settlement and compromise of all claims relating to the rights and liabilities of Hartford and the licensee-lessee under the license and lease now in effect with respect to each machine so purchased, except royalties and license fees accrued and unpaid prior to the date of cancellation, and a cancellation of such contract as of the date of the sale; provided, however, that as to each presently licensed and leased machine which the licensee-lessee undertakes to purchase within 15 days after the entry of an order approving this settlement, or within 15 days after receipt by the licensee-lessee thereof from Hartford or Hartford's initial advice as to the depreciated book value of each such machine, whichever is later, production royalties shall be payable with respect to the period prior to the date of such approval by the Court but not thereafter. The amounts specified in Schedule "A" will be unconditionally payable as follows: one-third in cash upon cancellation, one-third in the form of a negotiable note due one year later and the final third in the form of a negotiable note due two years later, without interest, and as to cancellations in 1947 deferred payments shall be subject to discount for advance payment at the rate of 2% per annum.

(3) Hartford will also be directed to offer to license presently licensed machines owned by the licensee under present inventions at the single paid-up royalties set forth in Schedule "B".

(4) The granting of a license, on the basis set forth in Paragraph 3, to a present licensee of any machine owned by him shall constitute both a settlement and compromise

of all claims relating to the rights and liabilities of Hartford and the licensee under the license in effect with respect to each machine licensed on the basis set forth in Paragraph 3, except royalties accrued and unpaid prior to the date of cancellation, and a cancellation of such contracts as of the date of the granting of a license as to each machine owned by the licensee; provided, however, that as to each presently licensed machine which the licensee undertakes to license on the basis set forth in Paragraph 3 within 15 days after the entry of an order approving this settlement, or within 15 days after receipt by the licensee of a written offer by Hartford to license on the basis set forth in Paragraph 3, whichever is later, production royalties shall be payable with respect to the period prior to the date of such approval by the Court but not thereafter. The amounts specified in Schedule "B" will be unconditionally payable as follows: one-third in cash upon cancellation, one-third in the form of a negotiable note due one year later and the final third in the form of a negotiable note due two years later, without interest, and as to cancellations in 1947 deferred payments shall be subject to discount for advance payment at the rate of 2% per annum.

(5) Hartford represents that as of December 31, 1946, the number of leased machines and their depreciated book value was approximately as follows:

Type	Number Leased	Depreciated Value
Feeders, single	715	$ 547,000
Feeders, other	83	6,000
I.S.	366	3,280,000
28	11	251,000
Lehrs	541	1,553,000
Stackers	458	284,000

(6) If the licensee-lessee of a current type machine, under lease on December 31, 1946, undertakes to purchase such machine within 15 days after entry of the order approving this settlement or within 15 days after receipt by the licensee thereof from Hartford of Hartford's initial advice as to the depreciated book value of

such machine, whichever is later, the depreciated book value of such machine shall be deemed to be the depreciated book value as of December 31, 1946. As to current type machines initially leased after December 31, 1946, the licensee-lessee shall have the option to purchase such machines at the selling price fixed by Hartford in accordance with Paragraph 8 for similar machines, less the license fee paid with respect to such machinery.

(7) Lessees shall have an option at any time to purchase current type machines leased by them or to license such machines now owned by them and subject to production royalties, on the basis set forth above or to continue to license and/or lease machines at the applicable production royalty rates.

Compulsory Sale by Hartford of Current Type Machines Not Leased

(8) Where an applicant elects to purchase current type machines hereafter distributed by Hartford rather than to lease them, Hartford will be directed to offer to sell such machines outright at prices to be determined in accordance with Paragraph 12 of the Final Judgment, including the amounts set forth in Schedule "B" attached hereto.

Compulsory Sale of Future Type Machines

(9) Where an applicant elects to purchase future type machines rather than to lease them, Hartford will be directed to offer such machines for outright sale at prices including a paid-up royalty which shall take into consideration as to all present inventions embodied or employed therein the amounts herein specified as paid-up royalties with respect to present inventions as set forth in Schedule "B" attached hereto, such prices to be determined in accordance with Paragraph 12 of the Final Judgment.

Compulsory Licensing of Existing Hartford Patents and Inventions

(10) Any applicant for a license may apply pursuant and subject to Paragraphs 13(A)(2) and 13(H) for such a license privilege as he desires and under such patents

as he desires to be licensed. Hartford will be directed to offer to all applicants licenses under all present inventions to make, have made, use and sell, feeders, formers, stackers and lehrs, on the basis of a single royalty payment as set forth in Schedule "B". Such royalties shall be payable at the option of the licensee in three installments, the first of which is payable on the granting of the license for a specific machine, the second and third payments being due at the end of the first and second years thereafter; provided that, subject to Subparagraph 13(K) of the Final Judgment, Hartford may require full cash payment against the license if the credit risk is unsatisfactory or after a first default under any license.

Dedication of Certain Feeder Patents

(11) Hartford will be directed forthwith to dedicate to the public, effective as of October 31, 1950, Patents Nos. 2,073,571, 2,073,572 and 2,073,573 and to forthwith record such dedication in the Patent Office, in default of which the judgment in this case shall operate as such dedication. This dedication shall be without prejudice to the rights of either the Government or Hartford in the suit of United States v. Hartford-Empire Co., et al., now pending in the United States District Court for the District of Delaware.

Divestiture by Individual Corning Defendants of Hartford Stock

(12) Hartford represents that it has an option to purchase at $30 per share the 137,013 shares of its stock held by persons connected with Corning Glass Works who are required by Paragraph 22 of the Final Judgment in United States v. *Hartford-Empire Co., et al., to dispose thereof, and that said option is conditioned upon Hartford offering the same price to the holders of the balance of the 202,755 shares held by what is known as the Empire group and that the cost of acquisition of all of said stock would be $6,082,650. Hartford represents that it will exercise this option, provided it can secure adequate financing from commercial banks (negotiations for*

which are currently in progress), and agrees that such purchase of its stock is a part of this settlement.

Dismissal of Proceedings Before the Special Master

(13) The proceeding before the Special Master in United States v. Hartford-Empire Co., et al., in so far as it involves Hartford, is to be dismissed.

Creation of Competition Between the Hartford Feeder and the Liberty Feeder

(14) Hartford will be directed to offer to grant a license to all applicants therefor, to the extent that Hartford's patents cover such feeder, to make, have made, use and sell the feeder shown in Exhibits MH-108, 109, 110, and 111 and described in the testimony of T. W. Griffin at pages 939-1004, inclusive, of the transcript of proceedings before the Master, at a royalty of $3,000 per feeder.

Reservation of Government with Respect to Validity, Scope and Value of Hartford's Patents

(15) This settlement shall not be deemed to constitute any admission, concession or representation by either Hartford or the Government with respect to the validity, scope or value of Hartford's patents or any of them; or with respect to the ability or disability of the Government to attack the validity of any of Hartford's patents. In any proceeding commencing after December 31, 1951 to which the Government is a proper party, in which the royalties to be charged by Hartford after December 31, 1951 for the use of patents on present inventions are in issue, Hartford will not contend that the Government is barred from attacking the validity of Hartford's patent by reason of anything in the trial of Civil Action No. 4426, by reason of this settlement agreement, or by reason of any statement or action taken by the Government leading up to the entry of an order approving this settlement agreement. This settlement agreement shall not prevent the Government, in any proceeding commencing after December 31, 1951, from contending that Hartford is thereafter entitled to no royalties, nominal royalties or low royalties for patents on present inventions. Nothing in the preceding sentence shall be deemed to deprive the Government of such right as it has or may have, but for such sentence, to contend at any time in any proceeding initiated under the Final Judgment to which the Government is a proper party, that Hartford is entitled to no royalties, nominal royalties or royalties less than those claimed by Hartford. Neither the dedication, nor the effectuation of the dedication on October 31, 1950 of Patents Nos. 2,073,571, 2,073,572 and 2,073,573 shall be deemed to be a change in the patent position of Hartford within the meaning of Paragraph 13(I) of the Final Judgment; provided, however, that the dedication as of October 31, 1950 of patents Nos. 2,073,571, 2,073,572 and 2,073,573, shall be deemed to be a change in the patent position of Hartford with respect to feeder production royalties payable after October 31, 1950 by Hartford feeder licensees.

Cost of Proceedings Before the Special Master to be Borne by Hartford

(16) Hartford undertakes to pay the fees of the Special Master and to bear all other costs incident to the proceedings before the Special Master; and to bear also all court costs in the District Court in connection with this settlement.

(17) This settlement is to be put in effect by an appropriate order of the Court in United States v. Hartford-Empire Company and the Court will be requested to modify and amend the Final Judgment therein to the extent necessary to make the plan of settlement effective immediately upon entry of such order.

(18) The entry of a final order approving this settlement and dismissing the reference shall not be deemed, in any way, to prevent the District Court from taking any action which it otherwise might have taken, but for such order, to modify the relief herein relating to patents, by reason of the forthcoming decision by the United States Supreme Court in United States v. National Lead Co., et al. Nor shall such order be deemed to deprive either the Government or Hartford of any right, which either other-

wise has or would have had, but for such order, to seek a modification of the relief herein relating to patents, by reason of such forthcoming decision.

Signed this 30th day of April, 1947.

Arthur T. Safford, Jr.

By James M. Carlisle
For Hartford-Empire Company

Fred E. Fuller
For Committee of Licensees

Wendell Berge, Assistant Attorney General

By Seymour D. Lewis
Special Assistant to the Attorney General

Schedule "A"

Amount payable when contract cancelled in:

Machine	*1947*	*1948*	*1949*	*1-1-50 through 10-31-50*	*11-1-50 through 12-31-51**
Feeders	*$9000*	*$9000*	*$8000*	*$7000*	*$3000*
I S Machine (per section)	*2000*	*2000*	*2000*	*1750*	*1750*
28 Machine (per finishing mold)	*1400*	*1000*	*1000*	*1*	*1***
Lehrs (133 Series)	*1200*	*800*	*600*	*1*	*1***
*Lehrs (51 Series***)*	*2400*	*2400*	*2400*	*2000*	*2000*
Stackers	*500*	*500*	*500*	*1*	*1***

After December 31, 1951, the following amounts shall be payable only if features or methods covered by unexpired and undedicated patents are incorporated in leased machines which are purchased and as to which existing licenses are cancelled: Feeders: 1952, $3,000, 1953 and following years, $2,000; I S Machines (per section): 1952, $1,500, 1953 and following years, $1,000; Lehrs (51 Series*): 1952 and subsequent years, $1,500. The amounts set forth in this footnote shall be subject to reduction to amounts corresponding to the rates in effect at the time for a license to make, have made, use and sell similar machines pursuant to any order of the Court.*

***The same amounts will be payable in subsequent years.*

****Including Series 133 Lehrs in which have been incorporated features covered by Patents Nos. 2,133,783 and 2,151,983.*

Schedule "B"

Royalty when licensed in:

Machine	*1947*	*1948*	*1949*	*1-1-50 through 10-31-50*	*11-1-50 through 12-31-51**
Feeders	*$9000*	*$9000*	*$8000*	*$7000*	*$3000*
I S Machine (per section)	*2000*	*2000*	*2000*	*1750*	*1750*
28 Machine (per finishing mold)	*1400*	*1000*	*1000*	*0*	*0*
Lehrs (133 Series)	*1200*	*800*	*600*	*0*	*0*
*Lehrs (51 Series**)*	*2400*	*2400*	*2400*	*2000*	*2000*
Stackers	*500*	*500*	*500*	*0*	*0*

After December 31, 1951, royalties for licenses under present inventions shall be payable only if features or methods covered by unexpired and undedicated patents are incorporated in licenses or machines and then at not more than the following rates for the years specified: 1952, $3,000, 1953 and following years, $2,000; I S Machines (per section): 1952, $1500, 1953 and following years, $1,000; Lehrs (51 Series); 1952 and subsequent years, $1,500; provided, however, that the Government does not agree to or approve the rates set forth in this footnote, and that the rates for such licenses after December 31, 1951, set forth in this footnote, shall apply only if Hartford notifies the Attorney General at least six months before December 31, 1951 of its intention to continue said royalties. In the event Hartford fails to notify the Attorney General of such intention, or of its intention to fix other royalties for such licenses, no further royalties shall be payable after December 31, 1951 for such licenses. If such notification is furnished, the Attorney General, or any applicant or licensee of Hartford, other than a present licensee of Hartford which avails itself of the provisions of Paragraph 1 or 3 of this agreement, may apply to the Court for a redetermination of the reasonableness of any or all of said royalties for such licenses. In such proceedings, the royalties set forth in this footnote shall not be given any force or effect or taken into consideration in redetermining the reasonableness of any of said royalties for such licenses. In the event any such royalty is so redetermined, the redetermined royalties will thereafter apply to all licensees. If such redetermined royalties are fixed subsequent to December 31, 1951, the royalties specified in this footnote will be payable to Hartford after December 31, 1951 and until said redertermined royalties are fixed by the Court.*

***Including Series 133 Lehrs in which have been incorporated features covered by Patents Nos. 2,133,783 and 2,151,983.*

Exhibit B to Motion.

THIS AGREEMENT *made in the City of Hartford, State of Connecticut as of May 1, 1947 between Amory Houghton, residing at Corning, New York, and Arthur A. Houghton, Jr., residing at Corning, New York, individually and as Trustees of Trusts under the Will of Alanson B. Houghton, deceased, and as Trustees of Trusts under*

the Will of Arthur A. Houghton, deceased, (sometimes hereinafter collectively referred to as the "Sellers") and Hartford-Empire Company, a Delaware corporation (sometimes hereinafter referred to as the "Purchaser"),

WITNESSETH:

WHEREAS, *Hartford-Empire Company has authorized and issued 500,000 shares of Common Stock, all fully paid and non-assessable, of which 467,760 shares are outstanding and 32,240 shares are held in the treasury; and*

WHEREAS, *of such outstanding shares of Common Stock of Hartford-Empire Company the Sellers hold in the aggregate 137,013 shares divided as follows: 500 shares are held by Amory Houghton in his individual capacity; 35,763 shares are held by Arthur A. Houghton, Jr. in his individual capacity; 65,488 shares are held by Amory Houghton and Arthur A. Houghton, Jr. as Trustees of Trusts created under the Will of Alanson B. Houghton, deceased; and 35,262 shares are held by Amory Houghton and Arthur A. Houghton, Jr. as Trustees of Trusts created under the Will of Arthur A. Houghton, deceased; and*

WHEREAS, *Hartford-Empire Company is a party to certain legal proceedings now pending before the Special Master appointed in the case of United States v. Hartford-Empire Company, et al. in the District Court of the United States, for the Northern District of Ohio, Western Division; and*

WHEREAS, *Hartford-Empire Company is convinced that the further continuation of such litigation would be detrimental to the interest of the holders of its stock and accordingly Hartford-Empire Company is desirous of settling such litigation, and to that end has carried on negotiations with the representatives of the Department of Justice, with the Committee formed to represent the licensees of the Hartford-Empire Company and with representatives of the Sellers; and*

WHEREAS, *Hartford-Empire Company has been informed by the Committee acting for the Hartford-Empire licensees that no satisfactory settlement of the foregoing litigation can be effected unless as a part of such settlement there shall be an arrangement under which the Sellers shall divest themselves of the 137,013 shares of stock of Hartford-Empire Company held by them as aforesaid; and*

WHEREAS, *there is attached hereto as Exhibit A a copy of the "Settlement Memorandum" between Hartford-Empire Company, the Committee representing the Hartford-Empire licensees and a representative of the Attorney General, by the terms of such Settlement Memorandum it is provided that Hartford-Empire Company as a part of said settlement will purchase from the Sellers the aforesaid 137,013 shares of stock of the Hartford-Empire Company at the price of $30, net, and will offer to purchase at the same price from the stockholders listed in Exhibit B attached hereto such of the approximately 66,000 additional shares of Common Stock as such stockholders may elect to sell.*

NOW, THEREFORE, *it is mutually agreed as follows:*

1. The Sellers hereby agree to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Sellers said 173,013 shares of Stock of the Purchaser at the price of $30 per share, net, to the Sellers, provided, however, that the obligation of the Purchaser to acquire and of the Sellers to sell said Stock shall be subject to the provisions of paragraph 3 hereof. Payment for the Stock shall be made to each of the Sellers by certified check or checks in New York Clearing House funds payable to their order against delivery to the Purchaser of certificates for such Stock endorsed in blank. The Purchaser shall pay any Federal or State transfer taxes applicable to the transfer of such Stock. Such payment and delivery shall be made at the office of The Hartford-Connecticut Trust Company, Hartford, Connecticut, on June 15, 1947 or on such later date as the Sellers may from time to time designate in writing or by telegram.

2. Amory Houghton and Arthur A. Houghton, Jr. represent and warrant that they have the right and

authority to sell as Trustees the shares held by them in trust under the Wills of Alanson B. Houghton, deceased, and Arthur A. Houghton, deceased, as aforesaid. The Purchaser represents and warrants to each of the Sellers that it has full legal right, power and authority to purchase such shares from the Sellers in the manner and under the terms and conditions provided in this Agreement.

3. The obligation of the Sellers to sell 137,013 shares of Stock to the Purchaser and the obligation of the Purchaser to purchase said shares of Stock from the Sellers is subject to the following conditions:

(a) That the District Court of the United States for the Northern District of Ohio, Western Division, shall approve the "Settlement Memorandum" with such modifications to such Settlement Memorandum if any as may be mutually agreed upon by the parties thereto; and

(b) That there shall be available to the Purchaser a bank credit in an amount which equals the amounts payable to the Sellers and others pursuant to Paragraphs 1 and 4 of this Agreement.

It is expressly agreed by the parties hereto that in the event both of the conditions specified in (a) and (b) above shall not have been fulfilled on or before June 1, 1947, this Agreement shall be null and void provided, however, that by notice by letter or by telegram the Sellers in their discretion may from time to time extend the time for the fulfilling of said conditions (a) and (b) to a date to be specified by the Sellers but not to a date later than July 1, 1947, and in the event the Sellers shall so extend the time for the fulfilling of said conditions this Agreement shall not become null and void unless said conditions shall not have been fulfilled on or before such extended date or dates.

4. The Purchaser agrees that not later than 5 days after the approval by the District Court of the Settlement Memorandum it will mail to each of the stockholders listed in Exhibit B, at the last address set opposite their respective names on the stock transfer books of the Company, a written offer to purchase the Common Stock of the Purchaser now held by said stockholders at the price of $30 per share, net, to the holder subject to the condition that the Purchaser shall not be obligated to make such purchase in the event that for any reason the shares of Stock of the Sellers are not purchased by the Purchaser pursuant to the terms of this Agreement. Any Federal or State stamp taxes required in connection with the said offer shall be paid by the Purchaser. Said offer shall state that each holder of said stock shall have a period of ten days from the date of mailing of said offer in which to determine whether or not he will accept such offer; and if he shall elect to accept the same, such acceptance shall be in writing and shall be mailed to the Purchaser within said ten-day period and shall thereupon be binding upon the Purchaser and said holder subject to the condition aforesaid. Each of such holders shall be entitled to accept such offer as to all or any part of his holdings and his acceptance shall not be affected by the failure or refusal of any other holder to accept the offer. Payment and delivery shall be at the time and in the manner provided for payment to the Sellers.

5. Any notice to be given to the Sellers hereunder shall be given by the Purchaser to the Sellers care of Boykin C. Wright, 20 Exchange Place, New York, N. Y., and any notice to be given by the Sellers to the Purchaser shall be addressed to the Hartford-Empire Company, Hartford, Connecticut. Notices hereunder shall be deemed to be duly given when delivered to the parties hereto or when sent by telegram or by registered mail addressed to the parties hereto.

In Witness Whereof, the Sellers have hereunto set their hands and seals, and Hartford-Empire Company has caused this Agreement to be executed and its corporate seal to be hereunto affixed and attested by its duly authorized officers as of the day and year first above written.

Amory Houghton (L. S.)
Amory Houghton, individually as to 500 shares.

Arthur A. Houghton, Jr. (L. S.)
Arthur A. Houghton, Jr., individually as to 35,763 shares.

Amory Houghton (L. S.)

Arthur A. Houghton, Jr. (L. S.)
Amory Houghton and Arthur A. Houghton, Jr. Trustees of Trusts under the Will of Alanson B. Houghton, deceased, as to 65,488 shares.

Amory Houghton (L. S.)
Arthur A. Houghton, Jr. (L. S.)
______________________ (L. S.)

Amory Houghton and Arthur A. Houghton, Jr. Trustees of Trusts under the Will of Arthur A. Houghton, deceased, as to 35,262 shares.

HARTFORD-EMPIRE COMPANY
By S. F. Wollmar
President.

Attest:
Arthur T. Safford, Jr.
Secretary.

Exhibit A.

Settlement Memorandum.

(Not reproduced here, as the Settlement Memorandum is Exhibit A to the Motion for Order Amending Final Judgment.)

Exhibit B.

Stockholders	*Shares Held*
Alexander D. Falck	*197*
Alexander D. Falck, Jr.	*4,300*
Alexander D. Falck, Jr., James Rathbone Falck and Alexander D. Falck, as Trustees for Alexander D. Falck, Jr. under trust agreement dated December 27, 1935	*3,864*
Alexander D. Falck, Jr., James Rathbone Falck and Alexander D. Falck, as Trustees for Elizabeth F. Riggs under trust agreement dated December 27, 1935	*3,863*
Alexander D. Falck, Jr., James Rathbone Falck and Alexander D. Falck, as Trustees for James Rathbone Falck under trust agreement dated December 27, 1935	*3,863*
Elizabeth F. Riggs	*4,300*
James Rathbone Falck	*4,300*
Josephine B. Githler and Corning Trust Company, Trustees under the Will of Charles E. Githler	*2,015*
Joseph N. Pfeiffer, as surviving Trustee for benefit of Josephine B. Githler et ano under trust agreement dated December 30, 1935	*4,030*
Joseph N. Pfeiffer, as surviving Trustee for benefit of Frederick J. Githler et ano under trust agreement dated December 30, 1935	*4,030*
Arthur L. Day	*20,900*
Wm. W. Sinclaire	*5,040*
Paul Sinclaire	*5,040*

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, WESTERN DIVISION.
Civil Action No. 4426.

UNITED STATES OF AMERICA, PLAINTIFF,
VS.
HARTFORD-EMPIRE COMPANY, ET AL., DEFENDANTS.

Motion of Hazel-Atlas Glass Company for Order Amending Final Judgment.

Now comes the defendant, Hazel-Atlas Glass Company, and says that, subject to the approval of this Court, the plaintiff and defendant Hazel-Atlas Glass Company have agreed upon a settlement agreement, a copy of which agreement is attached hereto and marked Exhibit A.

Defendant Hazel-Atlas Glass Company moves the Court to approve said settlement agreement and to enter an Order Amending Final Judgment of October 31, 1945 herein in order to effectuate the aforesaid agreement.

s/ Joseph D. Stecher
Attorney
For Hazel-Atlas Glass Company

Filed May 23, 1947.

Exhibit A.

Memorandum of Settlement between the Department of Justice and Hazel-Atlas Glass Company.

Subject to the approval of the Court, The Department of Justice and Hazel-Atlas Glass Company have agreed upon the following settlement. This settlement does not affect any provision of the Final Judgment not inconsistent herewith.

(1) Pursuant to Paragraph 13 of the Final Judgment, Hazel-Atlas agrees to grant to any applicant licenses to make, have made, use, and sell, under any or all patents owned or controlled by it, feeders, forming machines, suction machines, lehrs and stackers at the following royalties:

(a) If the licensee sells machines,

10% of the licensee's sales price for feeders, forming machines, and stackers,

5% of the licensee's sales price for suction machines and lehrs

(b) If the licensee does not sell machines,

10% of the lowest selling price for feeders, forming machines and stackers of any licensee under subparagraph (a) above

5% of the lowest selling price for suction machines and lehrs of any licensee under subparagraph (a) above

Provided that where a license includes all patents relating to machines of a particular class, the royalty charged for each machine of that class shall be no more than the applicable royalty specified above, and

Provided further that the licensee shall not pay a royalty on the sale of any machine upon which is paid the royalty specified in (b).

(2) Any party or applicant deeming that such charges are excessive, may apply to the District Court at any time for a lowering of such royalties, and in any hearing on such an application, the royalties set forth in Paragraph 1 shall be given no weight; provided, however, that as a result of such a hearing no royalty shall be fixed in excess of that set forth in Paragraph 1. In such hearing, any applicant, the Government, or any other proper party may question the validity, scope, and value of any or all of Hazel's patents to be licensed under Paragraph 1.

HAZEL-ATLAS GLASS COMPANY

By s/ Joseph D. Stecher
Attorney for Hazel-Atlas Glass Company

DEPARTMENT OF JUSTICE

By s/ Seymour D. Lewis
Special Assistant to the Attorney General

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, WESTERN DIVISION.

Civil Action No. 4426.

UNITED STATES OF AMERICA, PLAINTIFF,

VS.

HARTFORD-EMPIRE COMPANY, ET AL., DEFENDANTS.

Motion of Ball Brothers for Order Amending Final Judgment

Now comes the defendant, Ball Brothers Company and says that, subject to the approval of this Court, the plaintiff and defendant Ball Brothers Company have agreed upon a settlement agreement, a copy of which agreement is attached hereto and marked Exhibit A.

Defendant Ball Brothers Company moves the Court to approve said settlement agreement and to enter an Order Amending Final Judgment of October 31, 1945 herein in order to effectuate the aforesaid agreement.

s/ Carl F. Schaffer
Attorney for Ball Brothers Company

May 22, 1947.

I hereby certify that a true copy of the foregoing motion and annexed exhibit were served on plaintiff by leaving a copy thereof at Room 322 New Federal Building, Toledo, Ohio.

s/ *Carl F. Schaffer*

Exhibit A.

Settlement Memorandum between the Department of Justice and Ball Brothers Co.

Subject to approval of the Court, the Department of Justice and Ball Brothers Company have agreed upon the following settlement. This settlement does not affect any provisions of the Final Judgment not inconsistent herewith.

In compliance with, and subject to the provisions of said Final Judgment, Ball Brothers Company agrees to grant to any applicant, under all existing patents now owned or controlled by it, a license to make, have made, use and sell for use within the United States of America feeders, forming machines, suction machines, lehrs and stackers at a royalty of $1.00 for each machine.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF OHIO, WESTERN DIVISION.

Civil Action No. 4426.

UNITED STATES OF AMERICA, PLAINTIFF,

vs.

HARTFORD-EMPIRE COMPANY, ET AL., DEFENDANTS.

Motion of Lynch Corporation for Order Amending Final Judgment

Now comes the defendant, Lynch Corporation and says that, subject to the approval of this Court, the plaintiff

and defendant Lynch Corporation have agreed upon a settlement agreement, a copy of which agreement is attached hereto and marked Exhibit A.

Defendant Lynch Corporation moves the Court to approve said settlement agreement and to enter an order amending the Final Judgment of October 31, 1945 herein in order to effectuate the aforesaid agreement.

s/ *Lehr Fess*
Attorney
For Lynch Corporation

Filed May 23, 1947.

Exhibit A.

Settlement Memorandum between the Department of Justice and Lynch Corporation

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Subject to approval of the Court, the Department of Justice and Lynch Corporation have agreed upon the following settlement. This settlement does not affect any provisions of the Final Judgment not inconsistent herewith.

(1) Lynch Corporation agrees to grant to any applicant licenses to make, have made, use, and sell forming machines, under any or all patents now owned or controlled by it, or under which it may grant licenses, provided that if a license is taken under all patents the royalties for such machine shall be no more than:

For blow and blow machines for making narrow neck ware:	*$4,000.00*
For press and blow machines for making wide mouth ware:	*$2,000.00*
For press machines:	*$ 1.00*

(2) Any party or applicant, deeming that such charges are excessive, may apply to the District Court at any time for a lowering of such royalties, and in any

hearing on such an application, the royalty set forth in Paragraph 1 shall be given no weight; provided, however, that as a result of such a hearing no royalty shall be fixed in excess of that set forth in Paragraph 1. In such hearing, any applicant, the Government, or any other proper party may question the validity, scope, and value of any or all of Lynch Corporation's patents to be licensed under Paragraph 1.

LYNCH CORPORATION
By s/ Lehr Fess
Attorney for Lynch Corporation

DEPARTMENT OF JUSTICE
By s/ Seymour D. Lewis
Special Assistant to the Attorney General