

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

UNITED STATES OF AMERICA,	:	Civil No. 1006
	:	
Plaintiff,	:	(At Dayton)
	:	
vs.	:	
	:	<u>ORDER</u>
NEW WRINKLE, INC.,	:	
	:	October 16, 1956.
Defendant.	:	

This matter having been brought on before the Court on motion of defendant New Wrinkle, Inc., for an order under subsection VI(C) of the Final Judgment entered herein on October 27, 1955, and on supplementary motion by the said defendant for an alternative order, and the Court, pursuant to stipulation of the parties, having entered an order on April 25, 1956 disposing of points 1 through 4 inclusive in defendant's notice of motion, filed March 6, 1956, and having heard oral argument, and having considered the memoranda submitted by counsel for both parties, and the Court considering defendant New Wrinkle's motion in respect of its Point 5 to be a request for construction of said Final Judgment pursuant to Section X thereof and good cause appearing, it is

ORDERED that

(A) Defendant New Wrinkle may additionally include in any license granted by it pursuant to the provisions of Section VI of the aforesaid Final Judgment a royalty provision according to which

(1) where a person requests a license under all or substantially all wrinkle patents owned or controlled by defendant New Wrinkle,

(a) the royalty shall be computed on the basis of all wrinkle finishes sold or used by such person and covered by the wrinkle patents which are the subject of the license requested,

or

(b) at the option of the person voluntarily requesting such license, the royalty shall be computed on the basis of all wrinkle finishes sold or used by such person, irrespective of whether any particular wrinkle finish is specifically covered by any of the wrinkle patents which are the subject of the license requested;

(2) where a person requested a license under one or more wrinkle patents not constituting substantially all of the wrinkle patents owned or controlled by defendant New Wrinkle, the royalty shall be computed on the basis of all wrinkle finishes sold or used by such person and covered by the wrinkle patents which are the subject of the license covered.

(B) Upon further consideration;

The Court finds the changes in the license agreements herein authorized do not increase the royalty provided for in Final Judgment of October 27, 1955 and, therefore, it is not necessary to proceed under Provision VII-D of the Final Judgment.

The Court having decided the questions presented by the motion of March 6, 1956, withdrawn by memorandum of April 3, 1956, and reinstated by supplemental motion April 25, 1956, the Court finds that the question presented by the alternative provision of the supplemental motion of April 26, 1956 is moot and not pertinent to any issue for permission to change the provisions of the licensing agreements as requested by motion of March 6, 1956.

The alternative provision of the supplemental motion of April 26, 1956, presenting no pertinent question for determination, is hereby dismissed as a matter of record.

(Signed) Lester L. Cecil
JUDGE, UNITED STATES DISTRICT COURT, SDO.