

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
MINNESOTA MINING AND )  
MANUFACTURING COMPANY, )  
 )  
Defendant. )

CIVIL ACTION

NO. 66 C 627

Entered: September 2, 1969

At Chicago, Illinois, in said Division  
and District on

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on April 7, 1966, the defendant having appeared and filed its answer to the complaint denying the substantive allegations thereof, and the parties hereto, by their respective attorneys, having consented to the entry of this Final Judgment;

NOW, THEREFORE, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein and without said judgment constituting evidence or an

admission by any party hereto with respect to any such issue and upon consent of all parties hereto, it is hereby ORDERED, ADJUDGED AND DECREED, as follows:

I

This Court has jurisdiction of the subject matter of this action and of the parties hereto. The complaint states claims against the defendant under Sections 1 and 2 of the Act of Congress of July 2, 1890, entitled "An Act to protect trade and commerce against unlawful restraints and monopolies," commonly known as the Sherman Act, as amended.

II

DEFINITIONS

As used in this Final Judgment:

- (a) "Person" shall mean an individual, partnership, firm, corporation or any other legal entity.
- (b) "Defendant" shall mean the defendant, Minnesota Mining and Manufacturing Company, sometimes referred to as 3M.
- (c) "Pressure-sensitive tape" (herein also sometimes referred to as "tape") shall mean any adhesive product normally usable for adhesive tape purposes, such as sealing, masking, mending, holding, insulating, labeling, identifying and

reinforcing and which includes a backing sheet or film of nonfibrous or unwoven fibrous material, or both, with a pressure-sensitive adhesive material applied to at least one side of said sheet or film. Such term shall include the adhesive tape products sold by the Industrial Tape, Electrical Products and Retail Tape divisions of defendant but shall not include the following tapes sold by the Decorative Products, Reflective Products divisions and Industrial Special Products Department of defendant: reflective film and tape (such as are now sold by defendant under its trade-marks "Scotchlite", "Reflectolite" or "Scotchlane") or decorative and marking film mounted upon a releasable liner such as are now sold by defendant under its trade-marks "Scotchcal", "Sprint", "Di-Noc" or "Tartan-Clad", or solar control film sold by defendant under its trade-mark "Scotchtint", or products manufactured and distributed for surgical or medical purposes.

(d) "Magnetic recording media" (herein also sometimes referred to as "magnetic media") shall mean any product composed of magnetically susceptible ferromagnetic material coated on, dispersed on or in, or otherwise disposed in contact with non-magnetic material, such as plastics, paper, cloth or any other non-magnetic solid material.

(e) "Aluminum presensitized lithographic plates" (herein also sometimes referred to as "plates") shall mean any product composed of a thin substantially flat sheet of aluminum containing at least one surface of a light sensitive coating and wherein, upon exposure and development, the product contains a hydrophobic printing image, and a hydrophilic background.

(f) "The three industries" shall mean the tape, magnetic media and plate industries.

(g) "Existing Patents" means those patents listed in Exhibits 1, 2, and 3 attached hereto which defendant represents are all United States patents owned or controlled by defendant on the date of entry of this Final Judgment relating to pressure-sensitive tape, magnetic recording media and aluminum presensitized lithographic plates, or machinery or processes for manufacturing such products.

(h) "Future Tape Patent" shall mean any United States patent owned or controlled by defendant issued within the period of five (5) years after the date of entry of this Final Judgment relating to pressure-sensitive tape or machinery or processes for manufacturing such tape(s).

(i) "Existing Tape Products" shall mean the tape products manufactured and sold by the defendant on the date of entry of this Final Judgment.

(j) "United States" shall mean the fifty States, the District of Columbia, and all United States territories and possessions.

### III

The provisions of this Final Judgment applicable to defendant shall also apply to its officers, directors, agents, employees, subsidiaries, successors and assigns, and to those persons in active concert or participation with defendant who receive actual notice of this Final Judgment by personal service or otherwise, but shall not apply to any activities of the defendant outside the United States unless such activities substantially limit or restrict imports to or exports from the United States.

### IV

Defendant is enjoined and restrained from, directly or indirectly:

(a) Claiming any damages in any pending or future patent litigation for any act of infringement of defendant's Existing Patents in the three industries alleged to have occurred prior to the date of entry of this Final Judgment.

(b) Entering into, adhering to, enforcing or claiming any rights under any term or provision of any contract, agreement, or understanding between or among actual or potential competitors in the three industries (other than a patent license), which term or provision or understanding:

- (1) allocates territories, customers or markets; or
- (2) establishes prices or terms for the manufacture, use or sale of any product in any of the three industries, other than purchase or sale transactions between competitors in the normal course of business.

V

With respect only to the three industries:

(a) For a period of ten (10) years from the date of entry of this Final Judgment defendant is enjoined from suing, threatening to sue, or continuing to sue, any person for alleged infringement of any United States patent relating to the manufacture, use or sale of tape, magnetic media or plates after a final judgment not subject to further appeal has been entered in a court of competent jurisdiction determining that the pertinent claim or claims of the patent involved is invalid,

and from suing, threatening to sue or continuing to sue for infringement by a particular product or process after a final judgment not subject to further appeal has been entered in a court of competent jurisdiction determining that such product or process does not infringe the patent claims involved in the lawsuit.

(b) Within sixty (60) days from the date of entry of this Final Judgment, defendant is ordered and directed to cancel any of the following provisions from any license agreement to which defendant is a party, and is enjoined and restrained, for a period of ten (10) years from the date of entry of this Final Judgment from entering into any license agreement, which contains any of the following clauses:

(1) Allowing a licensor to fix the selling price or most favorable terms of sale, or to establish classes of buyers, or to specify the method or materials for packaging or the manner of merchandising the product(s);

(2) Providing that the percentage rate of royalty payable shall increase as licensee's sales increase;

- (3) Providing that the licensee may not export the product nor sell to persons knowing that they will export the product;
- (4) Prohibiting a licensee from selling products under a brand name other than its own or from selling to a customer knowing that the product would be resold under a private brand name;
- (5) In agreements where defendant is the licensee, requiring that the licensor, on demand by defendant, sue another person for patent infringement;
- (6) Requiring the licensee to assist the licensor in litigation; provided, however, that the licensor, when a party to a legal proceeding, may exercise the legal rights of a party with respect to compelling production of documents or testimony; and
- (7) In agreements where defendant is the licensor, prohibiting the licensee from manufacturing or selling the product for specified uses or applications, or permitting the allocation of territories, customers or markets.

(c) For a period of ten (10) years from the date of entry of this Final Judgment, defendant is ordered and directed to make new products, or products under new names, fully available on non-discriminatory terms to all customers of the same general category located in the United States; provided, however, that such customers must comply with defendant's reasonable and uniform standards of credit, technical customer service, and warehousing which may be required for the merchandising of such products, and provided further that this provision shall not prevent defendant for reasonable periods of time from using any customers it may select to test-market such products in limited geographic areas.

(d) For a period of ten (10) years from the date of entry of this Final Judgment defendant is enjoined and restrained from acquiring from any other person any United States patent or any exclusive rights, exclusive license or exclusive immunity under any such patent relating to tape, magnetic recording media, or plates or machinery or processes for the manufacture thereof; provided, however, that this provision shall not apply to patents covering the inventions of bona fide employees of defendant or to patents covering the inventions of professional research consultants engaged for research and compensated by defendant.

(e) For a period of ten (10) years from the date of entry of this Final Judgment defendant is enjoined and restrained from:

- (1) Selling or contracting to sell on the condition or understanding that the purchaser shall not buy from a competitor of the defendant;
- (2) Entering into, adhering to, or claiming or maintaining any right under any contract, agreement, arrangement, understanding, plan or program with any person who owns, or controls the licensing rights under, a United States patent to the effect that higher royalty rates will be charged to other manufacturers than are being, or will be, charged to 3M;
- (3) Selling any product in the United States which is not identified through means such as packaging or advertising as a product manufactured and/or sold by the defendant; provided, however, that such prohibition shall not prevent defendant from manufacturing and selling such products unidentified to persons who intend to resell them under another name.

(f) For a period of five (5) years from the date of entry of this Final Judgment defendant is enjoined from acquiring in the United States the whole or any part of the stock or other share capital, or the whole or any part of the tape, magnetic media or plate assets, other than products purchased in the normal course of business, (a) of a manufacturer or wholesaler of pressure-sensitive tape, magnetic recording media or pre-sensitized aluminum lithographic plates; (b) of a direct supplier of raw materials to manufacturers for the manufacture of tape, magnetic media or plates; or (c) of a direct customer of manufacturers of tape, magnetic media or plates; provided, however, that defendant may acquire all or any part of the stock or other share capital or the whole or any part of the tape, magnetic media or plate assets of such a direct supplier or such a direct customer of such manufacturers, if defendant demonstrates beforehand to this Court that the effect of such acquisition would not be substantially to lessen competition or tend to create a monopoly in the relevant line of commerce in any section of the country.

(g) For a period of three (3) years from the date of entry of this Final Judgment, defendant is ordered and directed to

include with any bid or quotation to a federal, state or local governmental agency in the United States (whether requested or not by such agency) a certificate of a responsible officer or agent of defendant stating that the prices included in such bid are being submitted on the basis of the independent determination of the defendant and are not the result, directly or indirectly, of any agreement, plan or program between the defendant and any other manufacturer or supplier of such product.

## VI

(a) Defendant is ordered and directed to grant to each person in the United States making written application therefor an unrestricted, nonexclusive, non-discriminatory license to make, have made, use and vend under and for the full unexpired term of, any, some or all of defendant's Existing Patents and Future Tape Patents; provided that the license so granted may be conditioned as permitted by this Section VI.

(b) Defendant is hereby enjoined and restrained from making any sale or other disposition of any Existing Patent or Future Tape Patent which deprives it of the power or authority to grant such licenses, unless the purchaser, transferee or assignee shall file with this Court, prior to consummation of said transaction, and undertaking to be bound by the provisions of this Section with respect to such patent.

(c) Defendant and its subsidiaries are ordered and directed, insofar as they have power and right to do so, to grant upon written request and without compensation to a person licensed under any of defendant's Existing Patent(s) or Future Tape Patent(s) pursuant to this Final Judgment, with respect to any products manufactured in the United States pursuant to such license, a nonexclusive grant of immunity from suit under any corresponding foreign patent or application owned or controlled by defendant.

(d) Defendant is hereby enjoined and restrained from including any restriction whatsoever in any license granted by it pursuant to the provisions of this Section, except as hereinafter provided:

- (1) the license may be non-transferable;
- (2) a reasonable royalty may be charged and such royalty shall be non-discriminatory as among licensees procuring the same rights under the same patents;
- (3) reasonable provision may be made for periodic royalty reports by the licensee and inspection of the books and records of the licensee by any

person acceptable to both licensor and licensee, who shall report to the licensor only the amount of the royalty due and payable;

(4) reasonable provision may be made for cancellation of the license upon failure of the licensee to make the reports, pay the royalties or permit the inspection of his books and records, as hereinabove provided;

(5) the license must provide that the licensee may cancel the license in whole or as to any specified patents at any time after one (1) year from the initial date thereof by giving thirty (30) days' notice in writing to the licensor; and

(6) the license may require such patent markings as may be required by statute.

(e) Within thirty (30) days of receipt of a written application for a license under the provisions of this Section, defendant shall advise the applicant in writing of the royalty which it deems reasonable for the patent or patents to which the request pertains. If the applicant rejects the royalty proposed

by defendant and if the parties are unable to agree upon a reasonable royalty within 120 days from the date such rejection is communicated in writing to defendant, the applicant or defendant may, upon notice to the Attorney General, apply to this Court for the determination of a reasonable royalty. In any such proceeding defendant shall bear the burden of proof in establishing the reasonableness of the rate of royalty requested. Pending the completion of negotiations or any such proceedings, the applicant shall have the right to make, have made, use and vend under the patents to which his application pertains without payment of royalty or other compensation but subject to the following provisions: defendant may, with notice to the applicant and the plaintiff, apply to the Court to fix an interim royalty rate pending final determination of what constitutes a reasonable royalty. If the Court fixes such interim royalty rate, a license shall then issue providing for the periodic payment of royalties at such interim rate from the date of the making of such application by the applicant; and whether or not such interim rate is fixed, any final order may provide for such adjustments, including royalties retroactively applicable to the date of application for a license as the Court may order

after final determination of a reasonable and non-discriminatory royalty. Such determination shall also be applicable to any other licensee in that industry then having or thereafter obtaining the same rights under the same patents, at the option of such other licensee for the period of the license. If the applicant fails to accept a license, such applicant shall pay the court costs in such proceedings. Defendant may bring suit against any person, including any applicant, for infringement of any Existing Patent or Future Tape Patent if such action is not otherwise prohibited by any provision of this Final Judgment.

(f) Nothing herein shall prevent any applicant from attacking the validity or scope of any of the patents in the aforesaid proceedings, nor shall this Final Judgment be construed as imputing any validity to any of said patents.

(g) Defendant shall not be required to grant a license under its Future Tape Patents to any applicant under the provisions of subsection (a) hereof or continue such a license in effect unless such applicant agrees, upon written request made at the time of his application or at any other time thereafter during the term of the license, to grant to defendant, to the extent

to which such applicant has the power to do so, a nonexclusive license under all claims of any domestic patents subservient to the licensed Future Tape Patents then in existence or which issue during the period for which applicant has been granted a license by the defendant, to make, have made, use or sell pressure-sensitive tape of the same general character or kind as that for which a license from defendant is applied for or granted. Such grant back may be conditioned as provided for in paragraph (d) and the reasonableness of the royalty shall be determined as provided for in paragraph (e) of this Section, except defendant shall be required to reimburse the applicant for any royalties which he is required to pay his licensor by reason of defendant's use of the patent involved, if any.

(h) Within thirty (30) days after defendant obtains any Future Tape Patent it shall file a notice thereof with a copy of the patent attached with this Court sending also a copy thereof

to the plaintiff and to each person then licensed by defendant in the tape industry under the provisions of Section VI (a) hereof.

## VII

(a) Defendant is hereby ordered and directed to furnish technical information relating only to pressure-sensitive tape in connection with Existing Tape Product(s) or Future Tape Patent(s) as set forth below to any eligible applicant.

(b) To be eligible, an applicant must:

- (1) deposit an initial fee of \$5,000 for each group of tapes described in Exhibit 4 attached hereto, it being understood that only one fee shall be required for all types of tape listed in said group on said exhibit;
- (2) be an actual or potential manufacturer of tape in the United States; and

(3) make written application to defendant within five (5) years of the date of entry of this Final Judgment for technical information in connection with Existing Tape Products and within five (5) years and six (6) months of said date for technical information in connection with Future Tape Patents.

(c) In the event of a dispute as to whether any applicant is eligible, the burden shall be on the defendant to demonstrate to the satisfaction of the Court that the applicant is not eligible.

(d) Technical information in connection with Existing Tape Products shall consist of tape production manuals which shall describe, as of the date of this Final Judgment, the materials, formulations, processing methods, and equipment employed by the defendant in making the type(s) of pressure-sensitive tape for which application is made, including within such description blueprints, drawings and specifications of defendant's most modern treaters, coaters, and ovens used in

making such tape at defendant's plants in the United States, sufficient to enable applicant to make pressure-sensitive tape of the type(s) for which application is made. As used herein, "making" of tape shall mean and include only the processing which began with the component backing and the ingredients for making primers, backsizing treatment, and adhesives and shall end with the finished jumbo rolls of pressure-sensitive tape. Additionally, with respect only to vinyl electrical tape, if requested by applicant, defendant will supply the brand and model number of the most modern slitters it employs in the United States and will describe in detail the manner and methods it uses to slit the tape. Tape production manuals shall be prepared and furnished to any eligible applicant upon his request for each type of pressure-sensitive tape sold by the defendant at the date of this Final Judgment and shall be substantially in the form of the manual for cellophane pressure-sensitive tape, a copy of which has been furnished to counsel for the plaintiff, and need not contain any additional types of technical information other than those types set forth above.

(e) Technical information in connection with a Future Tape Patent(s) shall consist of the technical information owned by or subject to the control of the defendant at the date of issuance of such Future Tape Patent as shall be necessary to enable the licensee to practice the invention defined in the claims of that Future Tape Patent and no other technical information of any kind need be furnished by defendant in connection with any Future Tape Patent except to the extent that defendant may be required to furnish technical information under paragraph (g) of this section.

(f) Defendant may require each applicant for technical information to enter into a technical information agreement for a term of not less than five nor more than ten years. The agreement may provide for payment of a reasonable royalty in the event the applicant is not already obligated to pay royalties under a patent license granted hereunder for the sale of tapes covered by the technical information obtained, or in the event of cancellation by the licensee of any such patent license. No additional deposit will be required if an applicant requests technical information on two or more types of tape within the same group as listed in Exhibit 4, but in addition to said deposit defendant shall be

entitled to receive, before delivery of any production manual, reimbursement for its cost of reproducing each manual requested by the applicant. The deposit shall be applied against any future royalty payments from the applicant on account of such technical information or on account of patent license royalties due under the provisions of Section VI of this Judgment. Any amounts not so applied shall be retained by the defendant. Royalties shall be determined in accordance with the provisions of paragraph (e) of Section VI hereof. The agreement may also provide at defendant's option for periodic royalty reports by the applicant and upon reasonable request by the defendant for inspection of the books, records, plants and processes of the applicant by any person(s) acceptable to both defendant and applicant, who shall report to the defendant only the amount of royalty due and payable. Reasonable provision may also be made for cancellation of the agreement by defendant: (1) after three years from the date of the agreement, if defendant establishes to the satisfaction of the Court that the applicant has not used the technical information in the business of manufacturing or attempting to manufacture pressure-sensitive tape and returns the deposit to the applicant upon surrender by the applicant

of the manual(s) obtained and any copies made thereof; and  
(2) at any time upon failure of the applicant to make the reports, pay the royalties or permit the inspection of his books, records, plants and processes as hereinabove provided.

(g) In the event that, within three (3) years from the date of receipt of the defendant's technical information, an applicant represents to defendant in writing that the technical information furnished by defendant is inadequate to enable him satisfactorily to produce pressure-sensitive tape of the type to which the application pertains in connection with Existing Tape Products or to practice the invention as defined in the claims of the Future Tape Patent, and specifies in reasonable detail the difficulties experienced, the defendant shall supply such further information owned or subject to the control of the defendant as of the dates specified for Existing Tape Products and for Future Tape Patents in paragraphs (d) and (e) respectively of this Section VII, as shall be reasonably necessary to enable skilled personnel of such applicant to produce the type of pressure-sensitive tape or to practice the invention as defined in the claims of the Future Tape Patent for which application had been made. Such further information shall include, if

requested by applicant, that defendant make available a technically qualified person or persons from among its own employees to disclose at the applicant's principal place of manufacture further technical information to enable the applicant to manufacture such pressure-sensitive tape or to practice the invention as defined in the claims as the case may be. Such counseling shall be at reasonable times and for reasonable periods but shall not require more than two (2) visits to such principal place of manufacture for a maximum period of seven (7) days each. Defendant may make reasonable and non-discriminatory charges for further technical information furnished pursuant to this paragraph (g), including compensation for consultation and services and advice given at a rate not to exceed \$200 per day per person, plus actual living and travel expenses.

(h) No technical information need be furnished by the defendant with respect to any product other than pressure-sensitive tapes irrespective of the claims of the patent under which the applicant may be licensed. Every agreement under which technical information is furnished pursuant to this Section VII shall contain, if defendant shall so request,

reasonable provisions requiring the recipient of such information and its subsidiaries to keep such technical information confidential and use the same only for their own manufacture of pressure-sensitive tape in the United States. Defendant by furnishing technical information shall not warrant nor be deemed to have warranted that the technical information does not infringe the patents or trade secrets of any other person.

#### VIII

Nothing in this Final Judgment shall be construed to prevent the defendant from exercising any right it may have pursuant to the Act of Congress of August 17, 1937, commonly called the Miller-Tydings Act, or the Act of Congress of July 14, 1952, commonly known as the McGuire Act.

#### IX

(a) For the purpose of securing compliance with this Final Judgment and for no other purpose, duly authorized representatives of the Department of Justice shall, on written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to defendant made to its principal office be permitted, subject to any legally recognized privilege:

(1) Access, during the office hours of said defendant, to those books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of defendant which relate to any matter contained in this Final Judgment; and

(2) Subject to the reasonable convenience of defendant and without restraint or interference from it, to interview officers or employees of defendant, who may have counsel present, regarding such matters.

(b) Upon written request of the Attorney General, or the Assistant Attorney General in charge of the Antitrust Division, defendant shall submit such reports in writing and under oath or affirmation if so requested, with respect to the matters contained in this Final Judgment, as may from time to time be requested.

(c) No information obtained by the means provided in this Section shall be divulged by any representative of the Department of Justice to any person other than a duly authorized representative of the Executive Branch of the plaintiff except in the

course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Final Judgment or as otherwise required by law.

X

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

XI

Except for Sections IV, VI, VII(f), IX, X and the additional provisions of the decree necessary to make said provisions effective (viz. Sections I, II and III), and, unless otherwise specifically limited to a shorter period of time, the provisions of this Final Judgment will not be binding upon the defendant after ten (10) years from the date of entry of this Final Judgment.

/s/ Richard B. Austin

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United States District Judge

Dated: September 2, 1969

(Civil Action No. 66 C 627)

3M PATENTS RELATING TO  
PRESSURE-SENSITIVE ADHESIVE TAPES  
(OTHER THAN SURGICAL TAPE),  
UNEXPIRED AS OF JULY 28, 1969

<u>Patent No.</u>	<u>Date Issued</u>	<u>Inventor(s)</u>
2,607,711	Aug. 19, 1952	Hendricks
2,633,430	Mar. 31, 1953	Kellgren-Marschall
2,651,408	Sept. 8, 1953	Engberg-Norton
2,657,795	Nov. 3, 1953	Calabrese
2,693,918	Nov. 9, 1954	Bretson-Wistrand
2,706,191	Apr. 12, 1955	Holmen
2,708,192	May 10, 1955	Joesting-Ethier
2,725,142	Nov. 9, 1955	Davis
2,725,981	Dec. 6, 1955	Abere-Schmelzle-Murray
2,730,459	Jan. 10, 1956	Holmen-Lundquist
2,733,169	Jan. 31, 1956	Holmen-Lundquist
2,746,696	May 22, 1956	Tierney
2,750,304	June 12, 1956	Hendricks-Lundquist-Schmelzle
2,771,385	Nov. 20, 1956	Humphner
2,772,774	Dec. 4, 1956	Rabuse
2,785,087	Mar. 12, 1957	Franer-Steinhauser
2,838,421	June 10, 1958	Sohl
Re. 24,906	Original patent Apr. 28, 1959	Ulrich
2,876,894	Mar. 10, 1959	Dahlquist-Ahlbrecht-Dixon
2,882,183	Apr. 14, 1959	Bond-Groff
2,889,038	June 2, 1959	Kalleberg
2,897,960	Aug. 4, 1959	Revoir

<u>Patent No.</u>	<u>Date Issued</u>	<u>Inventor(s)</u>
2,925,174	Feb. 16, 1960	Stow
2,926,105	Feb. 23, 1960	Steinhauser-Revoir
2,927,868	Mar. 8, 1960	Revoir
2,940,591	June 14, 1960	Swedish-O'Brien-Picard
2,941,661	June 21, 1960	Picard-Swedish
2,954,868	Oct. 4, 1960	Swedish-Picard-Drew
2,956,904	Oct. 18, 1960	Hendricks
2,965,592	Dec. 20, 1960	Ethier-Auger
2,973,286	Feb. 28, 1961	Ulrich
2,984,596	May 16, 1961	Franer
3,003,981	Oct. 10, 1961	Wear
3,006,464	Oct. 31, 1961	Snell
3,008,850	Nov. 14, 1961	Ulrich
3,015,597	Jan. 2, 1962	Lambert
3,017,989	Jan. 23, 1962	Swenson
3,025,015	Mar. 13, 1962	Mix
3,027,279	Mar. 27, 1962	Kurka-Bond
3,062,683	Nov. 6, 1962	Kalleberg
3,089,786	May 14, 1963	Nachtsheim
3,092,250	June 4, 1963	Knutson
3,115,246	Dec. 24, 1963	Wicklund
3,118,534	Jan. 21, 1964	Groff-Bond
3,124,558	Mar. 10, 1964	Stucker
3,128,202	Apr. 7, 1964	Schilling
3,129,816	Apr. 21, 1964	Bond
3,144,430	Aug. 11, 1964	Schaffhausen

<u>Patent No.</u>	<u>Date Issued</u>	<u>Inventor(s)</u>
3,146,882	Sept. 1, 1964	Wallner-Sterling
3,152,950	Oct. 13, 1964	Palmquist-Erwin
3,154,461	Oct. 27, 1964	Johnson
3,158,494	Nov. 24, 1964	Eikvar-Krogh-Luecke
3,160,549	Dec. 8, 1964	Caldwell-Brown-Lavigne
3,179,552	Apr. 20, 1965	Hauser-Brown
3,188,266	June 8, 1965	Charbonneau-Abere
3,204,763	Sept. 7, 1965	Gustafson
3,205,088	Sept. 7, 1965	Lambert-Smith
3,223,661	Dec. 14, 1965	Bond
3,232,785	Feb. 1, 1966	Smith
3,248,254	Apr. 26, 1966	Zenk-Lundquist
3,251,809	May 17, 1966	Lockwood
3,265,769	Aug. 9, 1966	Schaffhausen
3,307,690	Mar. 7, 1967	Bond-Tomita
3,309,221	Mar. 14, 1967	Smith
3,318,852	May 9, 1967	Dixon
3,347,362	Oct. 17, 1967	Rabuse-Wallner-Sterling
3,364,955	Jan. 23, 1968	Gustafson
3,368,669	Feb. 13, 1968	Anderson-Swanson
3,372,049	Mar. 5, 1968	Schaffhausen
3,372,852	Mar. 12, 1968	Cornell
3,376,278	Apr. 2, 1968	Morgan-Swenson
3,396,837	Aug. 13, 1968	Schmelzle-Sauer
3,406,820	Oct. 22, 1968	Bond
3,441,430	Apr. 29, 1969	Peterson
3,451,537	June 24, 1969	Freeman

Exhibit 2

<u>Patent No.</u>	<u>Date Issued</u>	<u>Inventor(s)</u>	<u>Subject</u>
2,607,710	Aug. 19, 1952	Schmelzle-Eastwold	Abrasion-Resistant Magnetic Recording Tape
2,628,929	Feb. 17, 1953	Persoon-Stebbins	Method and Apparatus for Transferring a Magnetic Sound Track to Movie Film
2,654,681	Oct. 6, 1953	Lueck	Magnetic Recording Tape
2,711,901	June 28, 1955	Von Behren	Magnetic Recording Tape and Method of Making Same
2,909,442	Oct. 20, 1959	Persoon	Transfer Ribbon
2,911,317	Nov. 3, 1959	Gabor	Magnetic Recording Media
3,243,375	Mar. 29, 1966	Jeschke	Precipitation Process for Preparing Acicular Magnetic Metal Oxide Particles
3,269,854	Aug. 30, 1966	Hei	Process of Rendering Substrates Catalytic to Electroless Cobalt Deposition and Article Produced

Exhibit 3

<u>Patent No.</u>	<u>Date Issued</u>	<u>Inventor(s)</u>	<u>Subject</u>
2,714,066	July 26, 1955	Jewett-Case	Planographic Printing Plate
3,074,869	Jan. 22, 1963	Workman	Photo-Sensitive Compositions
3,085,008	Apr. 9, 1963	Case	Positively-Acting Diazo Planographic Printing Plate
3,136,636	June 9, 1964	Dowdall-Case	Planographic Printing Plate Comprising a Polyacid Organic Intermediate Layer
3,136,637	June 9, 1964	Larson	Presensitized Lithographic Light-Sensitive Sheet Construction
3,211,553	Oct. 12, 1965	Ito	Presensitized Positive-Acting Diazotype Printing Plate
3,295,977	Jan. 3, 1967	Deziel	Photolithographic Plate Having a Composite Backing

Exhibit 4

Group 1 - Paper Backed Tapes

Crepe Masking  
Stain Resistant Masking  
Hi-Temperature Masking  
Black Door Sealer  
Polyethylene Masking  
Flatback Masking  
Drafting Tape  
General Purpose Masking  
Photographic Tape  
Hi-Temperature Masking  
Freezer Tape  
Colored Produce  
White Crepe  
Flatback Masking  
Textile Tape  
Colored Flatback  
Carton Sealing  
Paint Striping  
Printable Flatback  
Colored Flatback  
Thin Flatback  
Extra Strength Flatback  
Super Strength Flatback  
Protective

Group 2 - Double Coated Tapes

Double-Coated Tissue  
Double-Coated Paper  
Repulpable Splicing  
Double-Coated Tissue  
Adhesive Transfer  
Adhesive Transfer  
    With Extended Liner  
Double-Coated Film

Group 3 - Foam Tapes

Double-Coated Foam  
Single-Coated Foam

Group 4 - Reinforced Tapes

Paper Filament  
Tear Strip  
Glass Filament  
Ammo. Container Sealing  
Rayon Filament  
Glass Filament

Group 5 - Film Backed Tapes

Electroplating  
Colored Plastic  
Black Plastic  
Transparent Plastic  
Duct Sealing  
Printable Plastic  
Polyethylene  
Preservation Sealing  
Cellophane  
High Tack Cellophane  
Printable Cellophane  
Hi-Tack Transparent Film  
Red Lithographers  
Colored Cellophane  
Cellophane Fibre  
Transparent Film  
Low-Tack Film  
Colored Film  
Acetate Fibre  
Magic Transparent  
Polyester  
Tire Label

Exhibit 4 (Cont'd.)

Group 6 - Electrical Tapes

Vinyl Plastic Backing  
Paper Backing  
Cloth Backing  
Film Backings  
Combinations of above Backings

Group 7 - Miscellaneous

Glass Cloth  
Cotton Cloth  
Lead Foil  
Linerless Lead Foil  
Aluminum Foil  
Sandblast Stencil  
"Teflon" Film  
Bonding Tape  
Riveters Tape