

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,
Plaintiff,

v.

UNITED STATES RUBBER COMPANY,
CONSOLIDATED RUBBER MANUFACTURERS,
LIMITED, and DUNLOP RUBBER COMPANY,
LIMITED,
Defendants.

CIVIL ACTION
NO. 50-564

Filed May 28, 1954

FINAL JUDGMENT

Plaintiff, United States of America, having filed its complaint herein on December 16, 1948; defendant Consolidated Rubber Manufacturers, Limited having been dissolved, all of its assets having been transferred to defendant United States Rubber Company, and the complaint against it having been dismissed by separate order of this Court; defendants United States Rubber Company and Dunlop Rubber Company, Limited, having appeared and filed their answers to such complaint, denying the substantive allegations thereof; and plaintiff and defendants United States Rubber Company and Dunlop Rubber Company, Limited, by their attorneys herein, having severally consented to the entry of this Judgment without trial or adjudication of any issue of fact or law herein, and without admission by any party in respect of any such issue;

NOW THEREFORE, before any testimony has been taken herein, and without trial or adjudication of any issue of fact or law herein, and upon the consent of the parties hereto, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

I

The Court has jurisdiction of the subject matter herein and of the parties hereto and the complaint states a cause of action against defendants United States Rubber Company and Dunlop Rubber Company, Limited,

under Section 1 of the Act of Congress of July 2, 1890, Chap. 647, 26 Stat. 209, as amended.

II

As used hereinafter in this Judgment:

(a) "U.S. Rubber" means defendant United States Rubber Company, a corporation organized and existing under the laws of the State of New Jersey;

(b) "Dunlop" means defendant Dunlop Rubber Company, Limited, a corporation organized and existing under the laws of Great Britain;

(c) "Defendants" means defendants U.S. Rubber and Dunlop;

(d) "Hungarian" means Hungarian Rubber Goods Factory, Limited, a corporation organized under the laws of Hungary;

(e) "Anode" means The Anode Rubber Company, Limited, a corporation organized and existing under the laws of the Island of Guernsey;

(f) "Pirelli" means Societa Italiana Pirelli (now known as Pirelli Societa Per Azioni), a corporation organized and existing under the laws of Italy;

(g) "International" means International Latex Processes, Limited, a corporation organized and existing under the laws of the Island of Guernsey;

(h) "L. Y. & L.T." means Lastex Yarn & Lactron Thread, Limited, a corporation organized and existing under the laws of Great Britain;

(i) "L.Y. & L.T. (Overseas)" means Lastex Yarn & Lactron Thread (Overseas), Limited, a corporation organized and existing under the laws of Great Britain;

(j) "Canadian" means Canadian Lastex, Limited, a corporation organized and existing under the laws of Canada;

(k) "Pirelli-Revere" means Pirelli-Revere Societa Italo-Americana Filo Elastico (now known as Pirelli Lastex Societa Italo-Americana Filo Elastico S.p.A.), a stock company organized and existing under the laws of Italy;

(l) "Hungarian-Revere" means Emerge-Revere Thread Company, Limited, a corporation organized under the laws of Hungary;

(m) "Dutch-Revere" means Emerge-Revere Draad Maatschappij, a corporation organized under the laws of the Netherlands;

(n) "Thread Holdings" means Thread Holdings, Limited, a corporation organized and existing under the laws of the Island of Guernsey;

(o) "GET" means Guernsey Elastic Thread Company, Limited, a corporation organized and existing under the laws of the Island of Guernsey;

(p) "SIFE" means Societe Internationale de Fils Elastiques, a corporation organized under the laws of France, which has been dissolved;

(q) "SEFE" means Societe Europeenne de Fils Elastiques, a corporation organized and existing under the laws of France;

(r) "Latex Holdings" means Latex Holdings Limited, a corporation organized under the laws of the Island of Guernsey;

(s) "Kaycee" means Kaycee Limited, a corporation organized and existing under the laws of Great Britain;

(t) "French Dunlop" means Societe Anonyme des Pneumatiques Dunlop, a corporation organized and existing under the laws of France;

(u) "Goodyear" means Goodyear Tire & Rubber Co., a corporation organized and existing under the laws of the State of Ohio;

(v) "Dominion" means Dominion Rubber Company, Ltd., a corporation organized and existing under the laws of Canada, a subsidiary of U. S. Rubber;

(w) "Consolidated" means Consolidated Rubber Manufacturers, Limited, a corporation organized under the laws of Great Britain, which has been dissolved, formerly a subsidiary of U. S. Rubber;

(x) "General" means General Rubber Company, Limited, a corporation organized under the laws of Great Britain, which has been dissolved, formerly a subsidiary of U. S. Rubber;

(y) "Other listed corporations" means Hungarian, Anode, Pirelli, International, L.Y. & L.T., L.Y. & L.T. (Overseas), Canadian, Pirelli-Revere, Hungarian-Revere, Dutch-Revere, Thread Holdings, GET, SIFE, and SEFE;

(z) "Jointly-owned corporations" means L.Y. & L.T., L.Y. & L.T. (Overseas), Canadian, Pirelli-Revere, Thread Holdings, GET, and SEFE;

(aa) "Natural latex" means liquid latex obtained from the rubber tree, either before or after it has been concentrated, which is to be employed directly in the manufacture of rubber products without first being processed into sheets of crude rubber;

(bb) "Latex thread" means rubber thread made from natural latex;

(cc) "Cut rubber thread" means rubber thread made from dry rubber;

(dd) "Latex products" means rubber products made from natural latex, including but not limited to dipped rubber goods, foam rubber products, and latex thread, or any of them;

(ee) "Thread products" means latex thread, cut rubber thread, elastic yarn, and fabrics and other articles made from such thread and yarn, or any of them;

(ff) "The said products" means natural latex, latex products, and thread products, or any of them;

(gg) "Patents" means each and all patents related to the said products, and all applications therefor, including all reissues, divisions, continuations, or extensions thereof, and patents issued upon such applications;

(hh) "Trade-marks" means each and all trade-marks for any thread products, and all applications therefor, including all renewals, re-publications, or amendments thereof, and trade-marks registered upon such applications;

(ii) "Person" means an individual, partnership, firm, association or corporation, or any other business or legal entity;

(jj) "Manufacturer" means any person engaged in the production of the said products;

(kk) "Subsidiaries" of a defendant means all corporations of which a majority of the voting shares are held, directly or indirectly, by such defendant, but not including any of the other listed corporations;

(ll) "Affiliates" of a defendant means corporations other than jointly-owned corporations or subsidiaries in which such defendant holds at least 25% of the voting stock directly or indirectly, provided no other person holds a percentage of the voting stock in excess of that held directly or indirectly by such defendant.

III

The provisions of this Judgment applicable to either defendant shall be binding upon each of its subsidiaries and successors and each of its officers, directors, managers, agents, and employees and any other person, acting or claiming to act under, through or for such defendant.

IV

Each of the following agreements, in so far as in effect at the date of this Judgment, including all amendments, renewals and extensions thereof and all agreements or understandings amendatory or supplemental thereto, is hereby terminated and cancelled, and each of the defendants is hereby enjoined and restrained from the further performance or enforcement of the provisions of any of said agreements or understandings, or from entering into, adhering to, maintaining or furthering, directly or indirectly, or claiming any rights under, any contract, agreement, arrangement, understanding, plan or program, or course of conduct, for the purpose or with the effect of continuing, reviving or renewing any terms or provisions of any of the said agreements or understandings which are inconsistent with any of the other Sections of this Judgment:

- (a) Between Anode, U.S. Rubber, Dunlop and Hungarian, dated October 14, 1932;
- (b) Between International, Dunlop and Latex Holdings, dated October 15, 1932;
- (c) Between Anode, U.S. Rubber, Dunlop, Hungarian and International, dated October 15, 1932;
- (d) Between U.S. Rubber and International, dated October 15, 1932, concerning division of territories;
- (e) Between International and U.S. Rubber, dated October 15, 1932, concerning patent licenses;
- (f) Between International and Dunlop, dated October 15, 1932;
- (g) Between U.S. Rubber and Dunlop, dated November 4, 1932, concerning jointly-owned companies;
- (h) Between U.S. Rubber and Dunlop, dated November 4, 1932, concerning royalties payable to Percy Adamson;
- (i) Between U.S. Rubber and L.Y. & L.T., dated November 30, 1932;
- (j) Between International and L.Y. & L.T., U.S. Rubber and Dunlop, dated November 30, 1932;
- (k) Between Dominion, Limited and L.Y. & L.T., dated January 1, 1933;
- (l) Between U.S. Rubber and Canadian, dated May 18, 1933;
- (m) Between International, Canadian, U.S. Rubber and Dunlop, dated May 18, 1933;
- (n) Between U.S. Rubber and L.Y. & L.T., dated July 1, 1933;
- (o) Between International and U.S. Rubber, dated July 1, 1933;
- (p) Between International and Dunlop, dated July 1, 1933;
- (q) Between International, Dunlop and Latex Holdings, dated July 1, 1933;
- (r) Between U.S. Rubber and Pirelli, dated July 12, 1933;
- (s) Between U.S. Rubber, Dunlop, Pirelli and Hungarian, dated July 12, 1933;

- (t) Between U.S. Rubber and Pirelli-Revere, dated July 13, 1933;
- (u) Between U.S. Rubber, Dunlop and Hungarian, concerning formation of Hungarian-Revere and Dutch-Revere, dated July 13, 1933;
- (v) Between U.S. Rubber, Dunlop and Hungarian, dated July 13, 1933, concerning manufacture of thread by Hungarian Revere;
- (w) Between U.S. Rubber, Dunlop, Pirelli and Hungarian, dated July 13, 1933;
- (x) Between International, Pirelli-Revere, U.S. Rubber and Pirelli, dated July 13, 1933;
- (y) Between U.S. Rubber and Dunlop, dated December 5, 1933;
- (z) Between Francis N. Pickett and U.S. Rubber, dated May 24, 1935;
- (aa) Between Francis N. Pickett and Consolidated, dated May 31, 1935, concerning sale of inventions;
- (bb) Between Francis N. Pickett and Consolidated, dated May 31, 1935, concerning appointment of Pickett as managing director;
- (cc) Between Kaycee and Consolidated, dated May 31, 1935;
- (dd) Between P. H. Head and Consolidated, dated May 31, 1935;
- (ee) Between General and Consolidated, dated May 31, 1935;
- (ff) Between U.S. Rubber, General and Consolidated, dated May 31, 1935;
- (gg) Between International, Dunlop and French Dunlop, dated December 3, 1935;
- (hh) Between U.S. Rubber and Pirelli, dated March 1, 1936;
- (ii) Between Pirelli-Revere, Canadian and U.S. Rubber, dated March 26, 1937;
- (jj) Between U.S. Rubber and Dunlop, dated August 19, 1937;
- (kk) Between U.S. Rubber, Dunlop and Goodyear, dated November 5, 1937;
- (ll) Between U.S. Rubber and Goodyear, dated November 5, 1937;
- (mm) Between International, Dunlop and French Dunlop, dated March 31, 1939;

(nn) Between Anode, U.S. Rubber, Dunlop, Hungarian, International and Pirelli, dated January 1, 1940;

(oo) Between International, L.Y. & L.T., U.S. Rubber and Dunlop, dated January 1, 1940;

(pp) Between International, Canadian, U.S. Rubber and Dunlop, dated January 1, 1940;

(qq) Between International, Pirelli-Revere, U.S. Rubber and Pirelli, dated January 1, 1940;

(rr) Between U.S. Rubber and Dunlop, dated April 18, 1941.

V

(A) U.S. Rubber is enjoined and restrained from entering into, performing, adhering to, maintaining or furthering, directly or indirectly, or claiming any rights under, any combination, conspiracy, contract, agreement, arrangement, understanding, plan or program with Dunlop or any of the other listed corporations which has the purpose or effect of, and Dunlop is enjoined and restrained, with respect to interstate or foreign trade of the United States, from entering into, performing, adhering to, maintaining or furthering, directly or indirectly, or claiming any rights under, any combination, conspiracy, contract, agreement, arrangement, understanding, plan or program with U.S. Rubber or any of the other listed corporations which has the purpose or effect of:

(1) Allocating or dividing territories, fields, markets, or customers, or assigning or allocating quotas or interests in any market for the said products;

(2) Refraining from producing, selling, or distributing the said products, or refraining or leaving any person free from competition in or for any territory, field, market, or customer in the production, sale, or distribution thereof;

(3) Excluding any person from any market for the said products, or determining the terms or conditions to be imposed upon or required

of any person for the production, sale, or distribution of the said products;

(4) Preventing, limiting, or restricting the production, sale, or distribution of the said products;

(5) Fixing, maintaining, or adhering to prices, discounts or other terms or conditions for the sale of the said products, except for bona fide agreements between the immediate parties on the price in actual individual transactions.

(B) Each defendant is enjoined and restrained from entering into, performing, adhering to, maintaining, or furthering, directly or indirectly, or claiming any rights under, any combination, conspiracy, contract, agreement, arrangement, understanding or plan or program with any person which has the purpose or effect of preventing, limiting, or restricting the importation into or the exportation from the United States, its territories or possessions, of the said products.

VI

Each defendant is enjoined and restrained from referring any order or inquiry for the said products to, or acting as an agent, representative or distributor of the said products for, the other defendant or any of the other listed corporations.

VII

(A) U.S. Rubber is ordered and directed to take all reasonable and appropriate steps to promote and develop export sales of thread products, manufactured by it, from the United States, and to sell, without discrimination, thread products, to the extent that they are available, to any person desiring to export the same.

(B) Each defendant is enjoined and restrained from instituting or threatening to institute, maintaining or continuing any action or proceeding based on acts of patent infringement alleged to have occurred because of the importation of the said products into the United States prior to the date of this Judgment.

(C) Each defendant is enjoined and restrained from interfering with or preventing, directly or indirectly, the other defendant or any other person, by threat or institution of patent infringement suit or otherwise, from importing into the United States latex products, of the type or kind manufactured outside of the United States under licenses heretofore granted by any defendant or International, or thread products, of the type or kind manufactured outside of the United States under licenses heretofore or hereafter granted by any defendant or International, and not marked with any of the trade-marks "Revere", "Lactor", or "Lastex", or any other trade-mark registered and used in the United States by such defendant or any of its subsidiaries in good faith prior to the commencement of such importation, or contained in packages marked with the said trade-marks, provided, however, that after the expiration of five (5) years from the date of the entry of this Judgment, any defendant may, upon thirty (30) days' written notice to the Attorney General, move this Court for modification or elimination of the provisions of this subsection (C), in so far as they may enjoin and restrain any defendant from asserting any rights it may have under any United States patents with respect to thread products granted after the date of the entry of this Judgment and owned by said defendant, and such modification or elimination may be granted upon a showing to the satisfaction of this Court that the requested modification or elimination is justified.

VIII

(A) U. S. Rubber is enjoined and restrained from:

(1) Jointly with the other defendant or any of the other listed corporations, organizing or acquiring any interest, other than (a) the acquisition, from the other defendant, of an additional interest in any of the jointly-owned corporations or (b) the acquisition from Pirelli of an additional interest in Pirelli-Revere, in any person engaged in the manufacture, sale, or distribution outside of the United States of thread products;

(2) Exercising any influence or control over the production, sale, or distribution of thread products or over any other business, financial or promotional policies or other activities relating to thread products of, any person engaged in the manufacture, sale, or distribution outside of the United States of thread products, other than any of its subsidiaries or affiliates or any of the jointly-owned corporations, or participating in any way in any joint business transaction relating to thread products with any person engaged in the manufacture, sale, or distribution outside of the United States of thread products, other than any of its subsidiaries or affiliates, provided, however, that U. S. Rubber shall not be prevented from furnishing for a non-discriminatory fee technical information to any person engaged in the manufacture of thread products, nor, subject to the other provisions of this Judgment, shall U. S. Rubber or any of its subsidiaries be prevented from purchasing thread products from, or selling thread products to, any such person;

(3) Causing, authorizing, or knowingly permitting any of its officers, directors, representatives or employees to serve as an officer, director, representative or employee of any person engaged in the manufacture, sale, or distribution outside of the United States of thread products, other than any of its subsidiaries or affiliates or Canadian, SEFE, L.Y. & L.T. (Overseas) or Pirelli-Revere or any subsidiary or successor thereof;

(4) Having any agent, representative or distributor for the sale or distribution of thread products in common with Dunlop or any of the other listed corporations, except in any locality where no other qualified person can be found to act as such agent, representative or distributor, or appointing or designating Dunlop or any of the other listed corporations as agent, representative or distributor of thread products.

(B) Dunlop is enjoined and restrained from:

(1) Jointly with the other defendant or any of the other listed corporations, organizing or acquiring any interest, other than the acquisition, from the other defendant, of an additional interest in any of the jointly-owned corporations, in any person engaged in the United States in the manufacture, sale, or distribution of thread products;

(2) Exercising any influence or control over the production, sale, or distribution of thread products or over any other business, financial or promotional policies or other activities relating to thread products of, any person engaged in the manufacture, sale, or distribution in the United States of thread products, other than any of its subsidiaries or affiliates or any of the jointly-owned corporations, or participating in any way in any joint business transaction relating to thread products with any person engaged in the manufacture, sale, or distribution in the United States of thread products, other than any of its subsidiaries or affiliates, provided, however, that Dunlop shall not be prevented from furnishing for a non-discriminatory fee technical information to any person engaged in the manufacture of thread products, nor, subject to the other provisions of this Judgment, shall Dunlop or any of its subsidiaries be prevented from purchasing thread products from, or selling thread products to, any such person;

(3) Causing, authorizing or knowingly permitting any of its officers, directors, representatives or employees to serve as an officer, director, representative or employee of any person engaged in the manufacture, sale, or distribution of thread products in the United States, other than any of its subsidiaries or affiliates or L.Y. & L.T. or GET or any subsidiary or successor thereof;

(4) Having any agent, representative or distributor for the sale or distribution of thread products in common with any person engaged in the manufacture of thread products in the United States, except in any locality where no other qualified person can be found to act as such

agent, representative or distributor, or appointing or designating any person engaged in the manufacture of thread products in the United States as agent, representative or distributor of thread products.

(C) After the expiration of five (5) years from the date of the entry of this Judgment, any defendant may, upon thirty (30) days' written notice to the Attorney General, move this Court for modification or elimination of any of the provisions of this Section VIII and such modification or elimination may be granted upon a showing to the satisfaction of this Court that the requested modification or elimination is justified.

IX

(A) Defendants are jointly and severally ordered and directed to cause International:

(1) To eliminate, without the imposition of additional financial or other obligations upon the licensees, from all existing patent licenses heretofore granted by International all provisions or agreements restrictive as to territories or prices or other terms and conditions, the term of the license to be at the option of the applicant;

(2) To issue non-exclusive licenses under any, some or all patents, and to furnish and license know-how owned or controlled by it to any applicant upon payment of reasonable non-discriminatory royalties and upon other reasonable non-discriminatory terms and conditions, free of any restriction as to territories, prices or other terms and conditions, the term of the license to be at the option of the applicant;

(3) To grant, free of charge, such immunities under any, some or all patents with respect to latex products, owned or controlled by it on the date of this Judgment, and under any, some or all patents with respect to thread products, owned or controlled by it on or after the date of this Judgment, as will assure unimpeded exports of such latex products and thread products, lawfully manufactured in the United States, from the United States into the particular country of destination;

(4) To refrain from acquiring or disposing of any patents or rights under patents or know-how under restrictions or in a manner which would be inconsistent with subsections (A)(2) or (A)(3) of this Section IX;

(5) To refrain, and to cause its licensees to refrain, from instituting, or threatening to institute, or maintaining, or continuing any action or proceeding for acts of infringement or to collect damages alleged to have occurred or accrued prior to the date of this Judgment, under any patents owned or controlled by International, or based on the violation of any provisions or agreements contained in any existing licenses granted by International, restrictive as to territories or prices or other terms and conditions.

(B) U. S. Rubber is ordered and directed:

(1) To issue non-exclusive licenses under any, some or all foreign patents regarding thread products controlled by it, and foreign patents regarding latex products presently controlled by it, and to furnish and license related know-how, to any applicant who has obtained a license, in conformity with subsection (A)(2) hereof, upon payment of non-discriminatory royalties and upon other non-discriminatory terms and conditions analogous to those under subsection (A)(2) hereof;

(2) To grant, free of charge, such immunities under any, some or all foreign patents regarding thread products controlled by it, and foreign patents regarding latex products presently controlled by it, as will assure unimpeded exports of such products, lawfully manufactured in the United States, from the United States into the particular country of destination;

(3) To refrain from acquiring or disposing of any foreign patents or rights under such foreign patents or know-how related thereto under restrictions that would be inconsistent with the granting of licenses or immunities in conformity with subsections (B)(1) and (2) hereof, except in instances where U.S. Rubber, despite insistent bona fide efforts, has been unable to secure full or partial sublicensing rights.

X

(A)(1) U.S. Rubber is hereby enjoined and restrained, so long as it is entitled to vote any of the shares of the capital stock of L.Y. & L.T., from:

(a) Participating in, controlling, directing or influencing, in any manner, directly or indirectly, the operations, policies or acts of L.Y. & L.T. except as hereinafter set forth in this Section X and except that U.S. Rubber shall not be prevented from furnishing technical information to L.Y. & L.T.;

(b) Exercising the right to vote for or appoint as a director of L.Y. & L.T. any individual who is or ever has been, directly or indirectly, affiliated with or interested in U.S. Rubber or any of its subsidiaries or affiliates or any person owning or controlling U.S. Rubber and who, after thirty (30) days' written notice to the Attorney General, shall not first have been approved by this Court, except that a director of L.Y. & L.T., originally elected or appointed in full conformity with this provision and still meeting the above qualifications, may be re-elected or re-appointed for an immediately following subsequent term without further recourse to the provisions of this paragraph;

(c) Exercising the right to vote for the removal of, or to remove, any director of L.Y. & L.T. unless this Court, upon motion by U.S. Rubber, after thirty (30) days' written notice to the Attorney General, shall approve such proposed action; or refusing to vote for the removal of, or to remove, any director of L.Y. & L.T. of whom this Court, upon motion of the plaintiff and after notice to U.S. Rubber with an opportunity for the parties to be heard, shall disapprove as being or having been, directly or indirectly, affiliated with or interested in U.S. Rubber or any of its subsidiaries or affiliates or any person owning or controlling U.S. Rubber;

(d) Exercising the right to vote any stock of L.Y. & L.T. for any purpose or with respect to any matter other than (i) the election

or removal of directors, subject to the provisions of paragraphs (A) (1) (b) and (c) of this Section X, or (ii) any of the matters specified in clauses (i) to (viii), inclusive, of paragraph (A) (1) (e) of this Section X;

(e) Influencing, advising, or communicating in any manner the views of U.S. Rubber to, any of the officers, directors, representatives, agents, or employees of L.Y. & L.T. with respect to the operation, policies or acts of L.Y. & L.T. except as to (i) the declaration of dividends, (ii) contemplated capital expenditures in excess of the equivalent of \$75,000 (U.S.) for any accounting year or any project, (iii) matters relating to the execution, renewal, extension, termination, modification or amendment of any lease of property of any kind from Dunlop to L.Y. & L.T., (iv) the borrowing of money, (v) the increase or decrease of capital, (vi) any matter affecting the rights, privileges or priorities of the shares of L.Y. & L.T., (vii) the dissolution and liquidation of L.Y. & L.T. or the sale or lease of a substantial part of its assets, or (viii) such other matters which, after thirty (30) days' written notice to the Attorney General, may be approved by this Court as not inconsistent with the provisions or purposes of this Judgment;

(2) Defendants are jointly and severally ordered and directed (a) to furnish a full copy of this Judgment to each director of L.Y. & L.T., who has been voted for by, or whose appointment has been brought about with the aid of, U.S. Rubber, and to cause each director of L.Y. & L.T. promptly to sign and file with this Court an affidavit stating that he has received and read a full copy of this Judgment and (b) to vote for the removal of or remove any such director whose conduct is contrary to the provisions and purposes of this Judgment.

(B) The same injunctions, as imposed on U.S. Rubber with regard to L.Y. & L.T. in subsection (A)(1) of this Section X, are hereby imposed on Dunlop with regard to Canadian, and the same injunction,

as imposed on defendants in subsection (A)(2) of this Section X with regard to L.Y. & L.T., is hereby imposed on them with regard to Canadian; for the purposes of this subsection (B) of this Section X, the words "U.S. Rubber" in subsection (A) are to be replaced by the word "Dunlop", the word "Dunlop" in subsection (A) is to be replaced by the words "U.S. Rubber", and the word "L.Y. & L.T." in subsection (A) is to be replaced by the word "Canadian".

(C) The same injunctions, as imposed on U.S. Rubber in subsection (A)(1) of this Section X with regard to L.Y. & L.T., are hereby imposed on it with regard to GET, and the same injunction, as imposed on defendants in subsection (A)(2) of this Section X with regard to L.Y. & L.T., is hereby imposed on them with regard to GET; for the purposes of this subsection (C) of this Section X, the word "L.Y. & L.T." in subsection (A) is to be replaced by the word "GET".

(D) The same injunctions, as imposed on U.S. Rubber with regard to L.Y. & L.T. in subsection (A)(1) of this Section X, are hereby imposed on Dunlop with regard to L.Y. & L.T. (Overseas), and the same injunction as imposed on defendants in subsection (A)(2) of this Section X with regard to L.Y. & L.T., is hereby imposed on them with regard to L.Y. & L.T. (Overseas); for the purposes of this subsection (D) of this Section X the words "U.S. Rubber" in subsection (A) are to be replaced by the word "Dunlop", the word "Dunlop" in subsection (A) is to be replaced by the words "U.S. Rubber", and the word "L.Y. & L.T." in subsection (A) is to be replaced by the words "L.Y. & L.T. (Overseas)".

(E) The same injunctions, as imposed on U.S. Rubber with regard to L.Y. & L.T. in subsection (A)(1) of this Section X, are hereby imposed on Dunlop with regard to SEFE, and the same injunction, as imposed on defendants in subsection (A)(2) with regard to L.Y. & L.T., is imposed on them with regard to SEFE; for the purposes of this subsection (E) of this Section X the words "U.S. Rubber" in subsection (A) are to be replaced by the word "Dunlop", the word "Dunlop" in subsection (A) is to be replaced by the words "U.S. Rubber", and the word "L.Y. &

L.T." in subsection (A) is to be replaced by the word "SEFE".

(F) Defendants are jointly and severally ordered and directed to cause the dissolution of Thread Holdings within six (6) months from the date of entry of this Judgment.

(G) Each of the defendants is ordered and directed to file with the Attorney General not later than one hundred twenty (120) days after the date of entry of this Judgment, a written report indicating the actions taken by it to comply with the provisions of subsections (A) through (F) of this Section X.

Failure of the Attorney General to take any action following receipt of any information pursuant to this subsection (G) shall not be construed as an approval of the matters and things set forth in such report, and shall not operate as a bar to any action or proceeding, civil or criminal, which may later be instituted or then be pending.

XI

(A) U.S. Rubber is ordered and directed:

(1) To designate and adopt additional trade-marks for use in the export of thread products which shall be separate and distinct from, and which shall neither be similar to nor likely to be confused with, the marks "Revere", "Lactron", or "Lastex";

(2) To take all steps necessary to register or secure the right to use such additional trade-marks in foreign countries to which exports of thread products from the United States are or shall become commercially practicable (the burden of proof as to alleged commercial impracticability to be borne by U.S. Rubber in any proceeding brought by the plaintiff to enforce this subsection (A)), and to use such additional trade-marks after 1953 on thread products and to take all reasonable and appropriate steps to assure lawful ingress of such thread products in foreign countries where the use, by U.S. Rubber, of the marks "Revere", "Lactron", or "Lastex", would bar or hinder

ingress of such thread products or would subject U.S. Rubber or any purchaser from U.S. Rubber to judicial or administrative proceedings based upon confusion, deception, infringement or any other proceedings based upon a form of unfair competition.

(B) U.S. Rubber is enjoined and restrained from assigning or granting any manufacturer, or any subsidiary, affiliate, successor, assign, or agent thereof, any rights or licenses for any country of the world in or under the additional trade-marks designated, adopted, or registered by U.S. Rubber pursuant to subsection (A) hereof, except in any locality where no other qualified person can be found to act as agent, representative or distributor and such assignment or grant of rights or licenses is necessary under local legislation.

(C) The provisions of this Section XI shall not be construed to prevent U.S. Rubber from exporting thread products from the United States either unmarked or under the trade-marks "Revere", "Lactron", or "Lastex", or any other trade-marks, into foreign countries where the ingress of such products is not barred or prevented because of such marks.

(D) U.S. Rubber is ordered and directed to circularize all persons who, from January 1, 1950, to the date of this Judgment have made written inquiry respecting the purchase or distribution of thread products for export, informing them of their manufacture and availability for sale under such additional trade-mark or trade-marks and soliciting their business and to insert advertisements at reasonable intervals over a period of six (6) months, beginning six (6) months after the date of this Judgment, in trade journals of appropriate circulation in foreign countries advising prospective purchasers of the availability for sale of thread products under such mark or marks.

(E) Each defendant is ordered and directed to cause the jointly-owned corporations (other than Pirelli-Revere) engaged in the sale of thread products, and U.S. Rubber is ordered and directed, in cooperation with Pirelli, to cause Pirelli-Revere:

(1) To designate and adopt trade-marks for use in the import of trade products into the United States which shall be separate and distinct from, and which shall neither be similar to nor likely to be confused with the marks "Revere", "Lactron", or "Lastex";

(2) To take all steps necessary to register or secure the right to use such trade-marks and to take all reasonable and appropriate steps (a) to assure lawful ingress of such thread products into the United States and (b) to promote and develop imports, into the United States, of thread products manufactured or sold by them.

XII

Each defendant is ordered and directed to mail, within thirty (30) days from the date of this Judgment, one copy of this Judgment to each of the other listed corporations and to each person who has a license agreement, or who was, subsequently to January 1, 1950, refused a license agreement, with International under any of the patents owned or controlled by International.

XIII

For the purpose of securing compliance with this Judgment, 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 any defendant, be permitted, subject to any legally recognized privilege, (1) access during the office hours of such defendant, to all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of such defendant, relating to any matters contained in this Judgment, and (2) subject to the reasonable convenience of such defendant and without restraint or interference from it, to interview officers or

employees of such defendant, who may have counsel present, regarding any such matters; and upon such request such defendant shall submit such reports in writing with respect to the matters contained in this Judgment as may from time to time be necessary to the enforcement of this Judgment. 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 such Department, except in the course of legal proceedings to which the United States is a party for the purpose of securing compliance with this Judgment or as otherwise required by law.

Dunlop is ordered and directed to appoint and maintain continuously a representative within the jurisdiction of this Court, duly authorized by Dunlop to accept service of any request made by plaintiff under this Judgment and any notice or process in connection with any action or proceeding to secure the interpretation, modification or enforcement of any of the provisions of this Judgment. Dunlop shall promptly file with this Court and with the Attorney General the name and address of each person so appointed and authorized.

XIV

Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this 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 carrying out of this Judgment, for the amendment, modification or termination

of any of the provisions thereof, for the purpose of the enforcement of compliance therewith, and for the punishment of violations thereof.

Dated: May 28, 1954

Judgment entered: 5/28/54
/s/ William V. Connell
Clerk

/s/ Irving R. Kaufman
United States District Judge

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

For Plaintiff United States of America:

/s/ Stanley N. Barnes
Assistant Attorney General

/s/ Max Freeman

/s/ Marcus A. Hollabaugh

/s/ Ephraim Jacobs

/s/ W. D. Kilgore, Jr.
Attorneys for the United States of America

/s/ Harry N. Burgess

For Defendant United States
Rubber Company:

For Defendant Dunlop Rubber
Company, Limited:

/s/ Paul H. Arthur

/s/ Lee McCanliss

/s/ Morris E. Dry

/s/ John C. Early

/s/ Frederick W. Wood

/s/ McCanliss & Early
Attorneys for Dunlop Rubber
Company, Limited

/s/ Arthur, Dry & Dole
Attorneys for United States
Rubber Company