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May 3, 1968

TO: BOARD OF DIRECTORS
REMINGTON ARMS COMPANY, INC.

FROM: PRESIDENT

USE OF THE DU PONT OVAL
BY REMINGTON ARMS COMPANY, INC.

Pursuant to resolutions of Du Pont's Executive Committee dated March 14, 1934 and October 29, 1958, copies attached, Remington and Remington Arms of Canada Limited were granted the privilege of using the Du Pont Oval in its trademark form on Remington products as long as the Du Pont Company continued to own a controlling interest in Remington. Since the adoption of these resolutions, Remington has used the Du Pont Oval in connection with its firearms and ammunition and, as its product line expanded, has extended the use of the Oval to other product areas. The Du Pont Oval is also used extensively in conjunction with the Remington name and trademarks in Remington advertising. To record Du Pont's ownership of the Oval as a trademark for products made and sold by Remington, Du Pont has applied for and obtained several trademark registrations for the Oval designating Remington as a "related company" as required by the Lanham Trademark Act. These registrations cover all of the important product lines manufactured by Remington. However, there has never been a written agreement defining Remington's rights and obligations.

Attached for approval is a proposed agreement which grants to Remington a non-exclusive and non-transferable privilege to use the Du Pont Oval for all products which are now or hereafter manufactured in the United States or sold or leased anywhere by Remington, provided that Remington will hold Du Pont harmless for any losses arising from the manufacture, sale, storage or use of products manufactured by it or Remington Arms of Canada Limited* and which

* An agreement appointing Remington Arms of Canada Limited as a registered user of the Du Pont Oval in Canada for ammunition will be filed in accordance with Canadian law.

PLAINTIFF'S
EXHIBIT

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bear the Du Pont Oval. This hold-harmless provision is designed to protect Du Pont in product liability cases where Du Pont is sued, in addition to Remington, because of the presence of the Oval on our packaging. Remington acknowledges the validity of the Du Pont Oval and Du Pont's exclusive ownership thereof and agrees to exercise the privilege of using the Du Pont Oval only in compliance with good trademark practice. Remington shall employ the Oval only on such products as meet quality standards acceptable to Du Pont and, for the purpose of ascertaining the quality of Remington's products, Du Pont reserves the right to inspect Remington's manufacturing facilities. The agreement will be terminated immediately in the event Remington fails to conform to the terms of this agreement, or Du Pont ceases to own directly or indirectly a majority of the voting shares of Remington's common stock. The agreement may also be terminated by either party on sixty (60) days' prior written notice.

The proposed agreement has been approved by the Du Pont Executive Committee.

Approval is requested to execute this agreement in substantially the form presented. The following resolution is offered for consideration:

RESOLVED, that the President and General Manager, or the Vice-President and Assistant General Manager, each hereby is authorized to execute on behalf of Remington Arms Company, Inc., in a form satisfactory to counsel, an agreement with E. I. du Pont de Nemours and Company with respect to the use of the Du Pont Oval trademark on Remington products.

R. H. COLEMAN