

MAY 15 1968

PATENT DEPT.

AGREEMENT

AGREEMENT made as of the 13th day of May, 1968, between E. I. DU PONT DE NEMOURS AND COMPANY, a Delaware Corporation, having an office and place of business at Wilmington, Delaware (hereinafter called "DU PONT"), and REMINGTON ARMS COMPANY, a Delaware corporation, having an office and place of business at Bridgeport, Connecticut, (hereinafter called "REMINGTON").

PLAINTIFF'S  
EXHIBIT

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W I T N E S S E T H :

WHEREAS, DU PONT is engaged in the manufacture and sale of numerous products including explosives and chemicals under its trademark consisting of the name DU PONT within an oval (hereinafter called the "DU PONT Oval"), which is registered in the United States Patent Office; and

WHEREAS, REMINGTON is engaged in the manufacture and sale of numerous products including shot guns, rifles, cutting tools, and ammunition, and is controlled by DU PONT through the ownership by DU PONT of a majority of the common and preferred stock of REMINGTON; and

WHEREAS, REMINGTON has been using the DU PONT Oval in marketing its products for a number of years as a subsidiary of DU PONT; the privilege of using the DU PONT Oval having been originally extended to REMINGTON in accordance with the resolutions dated March 14, 1934 and January 9, 1935, of the Executive Committee of the Board of Directors of DU PONT; and

WHEREAS, DU PONT and REMINGTON are now desirous of superseding their prior understandings and of making a new agreement setting forth the terms and conditions under which REMINGTON enjoys the privilege of using the DU PONT Oval as a subsidiary

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NOW, THEREFORE, it is mutually agreed between the parties hereto that:

1. All prior understandings and agreements between the parties hereto as to the use of the DU PONT Oval by REMINGTON are hereby superseded by this agreement as of the day and year first above written.

2. REMINGTON hereby acknowledges the validity of the DU PONT Oval and DU PONT's exclusive ownership thereof, and further agrees that it will not make any use or take any action with respect thereto to the prejudice of DU PONT.

3. DU PONT hereby grants to REMINGTON and REMINGTON hereby accepts, subject to the provisions of this agreement all of which are conditions to such grant, a nonexclusive and non-transferable privilege of using the DU PONT Oval for all or any of the products which are now or hereafter manufactured in the United States, and sold or leased anywhere by REMINGTON; provided, however, that REMINGTON will always use the DU PONT Oval in conjunction with the name REMINGTON.

4. DU PONT hereby expressly reserves all right, title, and interest in the DU PONT Oval.

5. REMINGTON shall not sublicense the privilege granted herein and will exercise it on its own behalf only in compliance with good trademark practice so as to protect the DU PONT Oval and DU PONT's exclusive ownership thereof. DU PONT reserves the right to determine the adequacy of such compliance and the adequacy of the protection which REMINGTON's use affords to the DU PONT Oval and to DU PONT's ownership thereof.

6. The DU PONT Oval shall be employed by REMINGTON only on such products as meet such standards of quality as may be acceptable to DU PONT, and for the purpose of ascertaining

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the quality of said products, DU PONT shall have the right to inspect the manufacturing facilities of REMINGTON and to test such products from time to time through such agents and representatives as it may designate.

7. In order to maintain adequate trademark registrations covering the use of the DU PONT Oval by REMINGTON, REMINGTON shall keep DU PONT informed concerning the introduction of new products which bear the DU PONT Oval. DU PONT, at its sole discretion, may apply to the Commissioner of Patents, Washington, D. C., for registration of the DU PONT Oval for use in association with such products. REMINGTON shall assist DU PONT in obtaining and maintaining registrations for the DU PONT Oval in the product classifications utilized by REMINGTON.

8. In the event of any claim or litigation by a third party against REMINGTON alleging that the DU PONT Oval imitates or infringes a trademark of such third party, or alleging that the registration of the DU PONT Oval is invalid, REMINGTON shall promptly give notice of such claim or litigation to DU PONT which shall assume, at its expense, responsibility therefor and control all handling, defense or settlement thereof.

9. This agreement and the privilege hereby granted to REMINGTON shall terminate forthwith in the event that:

- a) REMINGTON shall fail or refuse to conform to the terms of this agreement as to use of the DU PONT Oval after thirty (30) days' written notice from DU PONT that REMINGTON's use thereof does not so conform, or

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- b) DU PONT shall cease to own directly or indirectly a majority of the voting shares of REMINGTON's common stock.

10. Subject to the provisions of paragraph 9 hereof, this agreement and the privilege thereby granted to REMINGTON may be terminated by either party upon sixty (60) days' written notice. A registered letter written by either party and mailed to the principal office of the other shall be deemed to be sufficient notice.

11. Upon termination of this agreement, REMINGTON shall immediately discontinue all use of the DU PONT Oval in any manner whatsoever.

12. If this agreement shall be terminated by REMINGTON by notice given pursuant to paragraph 10 hereof, or by failure or refusal to conform to the terms of this agreement as provided for in paragraph 9 (a), REMINGTON shall, within sixty (60) days after the effective date of termination without payment therefor destroy or deliver to DU PONT all advertisements, displays, labels, signs, containers, dies, plates and stamps containing the DU PONT Oval. If this agreement shall be terminated by DU PONT pursuant to paragraph 10 hereof or by virtue of termination under paragraph 9 (b), REMINGTON shall be free to use up its stock on hand of such advertisements, displays, labels, signs, containers, dies, plates or stamps, but DU PONT shall have the option of purchasing any such advertisements, displays, labels, signs, containers, dies, plates or stamps at cost to REMINGTON or at prices to be mutually agreed upon by the parties hereto at that time, provided that DU PONT shall have given REMINGTON written notice of its election to purchase within sixty (60) days after the effective date of termination. Termination by either party for whatever reason shall not affect

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the right of REMINGTON or its dealers and distributors to use and/or sell finished product packaged on or before the date of such termination in containers bearing the DU PONT Oval, but DU PONT shall have the option either to purchase such product at cost to REMINGTON or at prices to be mutually agreed upon by the parties hereto at that time or to require that such product be repackaged at DU PONT expense in containers which do not bear the DU PONT Oval provided that DU PONT shall have given REMINGTON written notice of its election to purchase or to have such product repackaged within sixty (60) days after the effective date of termination. As a condition of exercising such option, DU PONT shall assume the full responsibility for any loss or damage to REMINGTON, its distributors and/or dealers, resulting from any interruption in the supply of REMINGTON products in consequence of the exercise of such option.

13. REMINGTON shall hold DU PONT harmless for any losses, costs (including, without limitation, counsel fees) or liability from or for injury to any person, or damage to any property arising from the manufacture, sale, transportation, storage or use of products manufactured by it or REMINGTON ARMS OF CANADA LIMITED and which bear the DU PONT Oval; provided, however, that this obligation shall not apply where it is affirmatively established that such injury or damage was attributable solely to the negligence or misconduct of DU PONT or its employees. REMINGTON's obligation under this paragraph shall continue notwithstanding termination of the other provisions of this agreement.

14. This license shall not be assignable or otherwise transferable by REMINGTON either in whole or in part.

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IN WITNESS WHEREOF the parties hereto have caused  
this agreement to be executed by their duly authorized rep-  
resentatives.

ATTEST:

*C. C. McChesney*  
Assistant Secretary

E. I. DU PONT DE NEMOURS AND  
COMPANY

By *R. R. Pittman* H-2  
Vice President

ATTEST:

*W. F. Larson*  
Asst. Secretary

REMINGTON ARMS COMPANY  
INCORPORATED

By *W. H. A. [illegible]* R-2  
V

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## REMINGTON ARMS COMPANY, INC.

INTER-DEPARTMENTAL CORRESPONDENCE

*Remington*RECEIVED<sup>cc:</sup>

AUG -8 1973

R. A. PARTNOY

J. G. Williams  
 G. M. Calhoun  
 E. J. Giner  
 E. Sparre  
 R. A. Partnoy ✓  
 E. F. Barrett

August 8, 1973

TO: J. H. LEWIS, JR.  
 FROM: N. L. OLDRIDGE  
 SUBJECT: USE OF DUPONT OVAL WITH PETERS AND MOHAWK LOGOS

The ammunition product section is in agreement with your letter to the Patents Committee of July 27, 1973 on the above subject. We would concur with "amending the agreement to remove any ambiguity by cancelling out the vague reference to the name "Remington" and instead requiring that Remington Arms Company, Inc. be definitely identified as the manufacturer of the products on which we use the DuPont oval".

*NLO*  
 NLO/gm

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