

cc: R. A. Partnoy ✓

RECEIVED

AUG 22 1973

R. A. PARTNOY

August 22, 1973

Mr. E. L. Grimm
Legal Department
DU PONT - Wilmington

Subject: DU PONT/REMINGTON AGREEMENT of MAY 13, 1968
re REMINGTON'S USE OF THE DU PONT OVAL TRADEMARK

Dear Mr. Grimm:

It is my understanding that you should now be our point of contact relative to Remington's use of the Du Pont Oval trademark. If this is not the case, will you please refer this letter to the proper individual in the Legal Department. When Mr. R. H. Rea, then Remington's General Counsel, was negotiating the Agreement of May 13, 1968, his contact was Mr. Howard J. Rudge.

To recapitulate, Remington was extended the privilege of using the Du Pont Oval trademark on its products in accordance with Resolutions of the Du Pont Executive Committee dated March 14, 1934, January 9, 1935, and October 29, 1958. There was no written agreement specifically defining the rights and obligations of the parties.

It is my understanding that in 1967 and 1968 sharp attention was focused on this relationship when, as a result of the appearance of the Du Pont Oval trademark on certain packages of Remington ammunition, an attempt was made by an injured user of a Remington ammunition product to involve Du Pont as a party defendant in a product liability suit brought against Remington. Although, I believe, that it had always been accepted that Du Pont had no liability in these circumstances, both Remington and Du Pont recognized that an agreement spelling out the rights and obligations of the parties was probably long overdue and the Agreement of May 13, 1968, was the result.

PLAINTIFF'S
EXHIBIT

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However, in the intensity of the effort to provide for adequate quality control, product liability, etc. the question of Remington's privilege to use the Du Pont Oval with products not bearing the familiar Remington logotype does not appear to have been given adequate attention.

For example, from January 10, 1935, Remington had and exercised the privilege of using the Du Pont Oval trademark with its Peters brand ammunition. Although the Remington logotype did not appear on Peters products, such products were always identified in some such fashion as shown on the attached print of a current Peters package. Remington Arms Company, Inc., is always identified as the manufacturer of the product and thus the Du Pont Oval trademark has always been used "in conjunction with the name Remington".

Although Paragraph 1 of the May 13, 1968, Agreement, states that all prior agreements and understandings are superseded, it is my understanding that no question was ever raised as to the propriety of continuing to use the Du Pont Oval trademark in conjunction with the name Remington as set forth in the preceding paragraph. Such use continues today, has never been questioned by anyone on behalf of Du Pont and in my judgement is in conformity with the Agreement. I question that Paragraph 1 was intended to, or did, revoke the cited Resolution of the Executive Committee.

Remington also produces "Mohawk" brand ammunition and firearms. Although the practice varies somewhat between ammunition and firearms and the Du Pont Oval trademark does not appear on at least some packages of "Mohawk" firearms, the attached print of a "Mohawk" shotshell package typifies the usage we expect to continue. On these packages, Remington appears separately in the logotype form and the Du Pont Oval trademark is used in conjunction with the name Remington spelled out in full as Remington Arms Company, Inc. In my judgement, this usage is also in full compliance with the provisions of the Agreement.

Some Remington personnel have, however, interpreted the provision that "REMINGTON will always use the DU PONT Oval in conjunction with the name REMINGTON" as requiring that the Du Pont Oval trademark always be displayed in conjunction with the Remington logotype as shown on the back cover of the current Remington catalog or immediately beneath the Remington logotype as has been used on other Remington

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products and publications, for example, the cover of a booklet relative to our Pension and Retirement plan. Remembering some lengthy lectures delivered to me by Scotty Reynolds, I submit that it is not in the best interests of either Du Pont or Remington to establish or to maintain any rigid pattern of association between the Remington logotype and the Du Pont Oval, for to do so tends to establish the combination as a composite trademark and it imposes undue restrictions on the freedom of the designers of packaging and other copy to make best utilization of label space, etc.

In my view, the purpose of the requirement "that REMINGTON will always use the DU PONT Oval in conjunction with the name REMINGTON", is to insure that the Du Pont Oval is only used by Remington on products manufactured by or for Remington and sold by Remington so that the responsibility for the product is plainly imposed on Remington Arms Company, Inc. As established in the preamble to the Agreement, I believe the "name REMINGTON" is intended to be synonymous with Remington Arms Company, Inc.

Accordingly, and particularly since some Remington people tend to adopt a very strict construction of the quoted language, it has been suggested that an amendment of the May 13, 1968 Agreement be considered which would eliminate the somewhat vague reference to the "name REMINGTON" and more specifically identify Remington Arms Company, Inc.

Please consider the following suggestion:

Change "that REMINGTON will always use the DU PONT Oval in conjunction with the name REMINGTON" to --that REMINGTON will only use the DU PONT Oval on products manufactured by or for REMINGTON and adequately identified as products of Remington Arms Company, Inc.--.

Alternatively, if you agree that "hereinafter called REMINGTON" in the preamble of the Agreement adequately identifies Remington Arms Company, Inc., as the "name REMINGTON" which must be used in conjunction with the Du Pont Oval, perhaps we should not bother with the formality of an amendment to the Agreement. If the Agreement is amended, I note that it will be desirable to insert --Inc.-- after "REMINGTON ARMS COMPANY" to conform to our correct corporate identity.

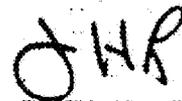
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Your recommendations will be appreciated.

Very truly yours,



JOHN H. LEWIS, Jr.,
Patent Attorney.

JHL:EH
Encls.

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REMINGTON ARMS COMPANY, INC.

Remington Arms Company, Inc. (Incorporated), Connecticut 06302

Made in U.S.A. Trademark Reg. U.S. Pat. Office and other countries. Remington-Union Metallic Gun Works, Inc.

Remington

25 PLASTIC SHOT SHELLS
WARNING: KEEP OUT
OF REACH OF CHILDREN!

LONG RANGE

Mohawk

Remington

Mohawk Long Range

12 GAUGE
2 3/4 INCHES
1 3/4 OZ. SHOT
MLR12-6
33% CB. EQ. POWDR.

Remington Arms Company, Inc. disclaims any responsibility for any damages or injuries resulting from reloading and the use of reloaded shells.

CAUTION—These shells must not be used in guns having Damascus or twist steel barrels, or chambers shorter than 2 3/4 inches. Be sure your gun is in good condition and designed for ammunition of this gauge. It is dangerous to place 12 gauge shells in 8 gauge guns; or to place 20 gauge shells in 12 gauge

12 2³/₄
 GAUGE INCHES SHOT

RXP TARGET LOADS

PETERS

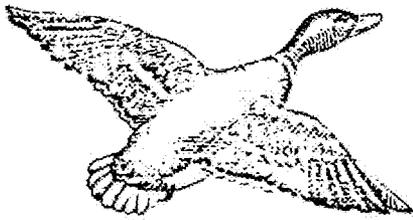
Remington Arms Company, Inc. disclaims any responsibility for any damages or injuries resulting from reloading and the use of reloaded shells.

CAUTION—These shells must not be used in guns having Damascus or twist steel barrels, or chambers shorter than 2¹/₂ inches. Be sure your gun is in good condition and designed for ammunition of this gauge. It is dangerous to place 12 gauge shells in 8 gauge guns; or to place 20 gauge shells in 12 gauge

WARNING: KEEP OUT OF REACH OF CHILDREN

RXP TARGET LOADS

25 PLASTIC SHOTGUN SHELLS



FINE AMMUNITION SINCE 1881

PETERS

Caution

The data shown were obtained under controlled conditions. Pressures and velocities were measured in our Research & Development Ballistics Laboratory. To reproduce these results in your handloads, you must follow each and every condition listed. If there is any deviation, you will not achieve the stated ballistics. The velocity values shown may vary substantially if different component combinations and/or techniques are employed.

PETERS
CARTRIDGE DIVISION
 REMINGTON ARMS COMPANY, INC.
 BRIDGEPORT, CONNECTICUT 06602



Made in U.S.A.
 Trademarks Reg. U.S. Pat. Office and other Countries
 Marca Reg., Marque Deposée

Quality polished hard shot for hard hitting performance.

Famous "Power Piston"™ one piece plastic wad and shot container that cushions the shot, reduces recoil and results in target breaking patterns at all shooting distances.

A primer that assures greater reliability even in guns with off-center or weak-spring firing pins.



The mouth and crimp have been specially formed in the factory load to make subsequent recrimping easier and more secure.

One-piece* uni-body construction that can really take abuse.

Brass head for easy resizing.

*U.S. Pat. No. 3,103,170
 **U.S. Pat. No. 3,017,648

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Remington



**Remington
Pension
and
Retirement
Plan**



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