

Complaint

126 F.T.C.

IN THE MATTER OF

## FEDERAL-MOGUL CORPORATION, ET AL.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF  
SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE  
FEDERAL TRADE COMMISSION ACT

*Docket C-3836. Complaint, Dec. 4, 1998--Decision, Dec. 4, 1998*

This consent order requires, among other things, Federal-Mogul Corporation to divest T&N's thin-wall bearings business, Glacier Vandervell Bearings Group, to a Commission-approved buyer. The consent order allows Federal-Mogul to retain a royalty-free license to use the shared patents that were in use for former T&N products other than thin-wall bearings.

*Participants*

For the Commission: *Philip Eisenstat, Wallace Easterling, Joseph Krauss, William Baer, Oliver Grawe, and Jonathan Baker.*

For the respondents: *Mark Leddy, Cleary, Gottlieb, Steen & Hamilton, Washington, D.C. and Deborah Feinstein, Arnold & Porter, Washington, D.C.*

## COMPLAINT

The Federal Trade Commission ("Commission"), having reason to believe that respondent Federal-Mogul Corporation ("Federal-Mogul"), a corporation subject to the jurisdiction of the Commission, has made a cash tender offer to acquire all of the common stock of T&N plc ("T&N"), an entity subject to the jurisdiction of the Commission, in violation of the provisions of Section 7 of the Clayton Act, as amended, 15 U.S.C. 18, and Section 5 of the Federal Trade Commission Act ("FTC Act"), as amended, 15 U.S.C. 45, and it appearing to the Commission that a proceeding by it in respect thereof would be in the public interest, hereby issues its complaint, stating its charges as follows:

## I. THE RESPONDENTS

1. Respondent Federal-Mogul Corporation ("Federal-Mogul") is a corporation organized, existing and doing business under and by virtue of the laws of the State of Michigan, with its office and principal place of business located at 26555 Northwestern Highway, Southfield, Michigan. In 1996, Federal-Mogul had worldwide net sales of approximately \$2 billion.

2. Respondent T&N plc ("T&N") is a corporation organized under the laws of the United Kingdom, with its principal offices located at Manchester International Office Center, Styal Road, Manchester M22 5TN, England. In 1995, T&N had worldwide revenue of approximately \$3.2 billion, including sales in the United States totaling approximately \$877 million.

## II. JURISDICTION

3. At all times relevant here, respondents have been, and are now, corporations as "corporation" is defined in Section 4 of the FTC Act, 15 U.S.C. 44; and at all times relevant herein, the respondents have been, and are now, engaged in commerce as "commerce" is defined in Section 1 of the Clayton Act, as amended, 15 U.S.C. 12, and in Section 4 of the FTC Act, 15 U.S.C. 44.

## III. THE PROPOSED ACQUISITION

4. On or about October 16, 1997, Federal-Mogul notified T&N of Federal-Mogul's intention to commence a cash tender offer to acquire 100 percent of the voting securities of T&N plc (the "Acquisition"), for approximately \$2.4 billion.

## IV. THE RELEVANT MARKETS

### A. *Relevant Product Markets*

5. The development, manufacture and sale of fluid film or "plain" thinwall bearings ("thinwall bearings") is one relevant line of commerce within which to analyze the competitive effects of the proposed acquisition. Thinwall bearings have a wall thickness of approximately three-eighths of an inch or less, and include half bearings, bushings and thrust washers. Thinwall bearings are a type of bearing used in automobile, truck and heavy equipment engines and other vehicle applications and in certain industrial applications. The surface of thinwall bearings is coated with a film of oil and the thinwall bearings are used to separate two materials to prevent friction and the resulting heat from damaging or destroying parts. There are no economic substitutes for thinwall bearings. Both Federal-Mogul and T&N develop, manufacture and sell thinwall bearings.

6. The development, manufacture and sale of thinwall bearings for use in automobile and light truck engines ("light duty engine

bearings") and which are sold to original equipment manufacturers ("OEMs") for use in the manufacture of engines is another relevant line of commerce within which to analyze the competitive effects of the proposed acquisition. Not all thinwall bearings can be used as light duty engine bearings. Each automobile and light truck engine must have light duty engine bearings that are specifically designed and engineered for that engine. There are no economic substitutes for light duty bearings sold to OEMs. Both Federal-Mogul and T&N develop, manufacture and sell light duty engine bearings.

7. The development, manufacture and sale of thinwall bearings for use in heavy truck engines and heavy equipment engines ("heavy duty engine bearings") and which are sold to OEMs for use in the manufacture of engines is another relevant line of commerce within which to analyze the competitive effects of the proposed acquisition. Not all thinwall bearings can be used as heavy duty engine bearings. Each heavy truck and heavy equipment engine must have heavy duty engine bearings that are specifically designed and engineered for that engine. There are no economic substitutes for heavy duty bearings sold to OEMs. Both Federal-Mogul and T&N develop, manufacture and sell heavy duty engine bearings.

8. The manufacture and sale of light duty engine bearings and heavy duty engine bearings which are sold to the automotive and truck aftermarket ("aftermarket bearings") is another relevant line of commerce within which to analyze the competitive effects of the proposed acquisition. The automotive and truck aftermarket is the industry that services or repairs automobiles and trucks after the vehicles are no longer covered by the OEM warranty. Each engine that is serviced in the aftermarket and that requires new bearings must have bearings that are specifically designed to fit in that engine. There are no economic substitutes for light duty and heavy duty bearings sold to the aftermarket. Both Federal-Mogul and T&N manufacture and sell aftermarket bearings.

#### *B. Relevant Geographic Market*

9. The relevant geographic area in which to analyze the effects of the Acquisition in the relevant lines of commerce is the world.

10. With few exceptions, each automobile and truck engine has a unique set of bearings that are designed only to be used in that engine and cannot be used in any other engine.

11. Different consumer preferences for engines, based on such things as different fuel costs, different fuel preferences, different pollution regulations, and different road conditions, all lead engine builders to build different engines in different parts of the world. The engines built to reflect differences in consumer demand have different requirements in terms of the properties they must have. These differences in the properties of engines mean that the engine bearings used in these engines must also have different properties. Customers who purchase bearings, including engine manufacturers, as well as aftermarket service businesses, can and do purchase thinwall bearings from producers located throughout the world so long as the producers can develop and manufacture thinwall bearings that will meet the particular requirements of engines in a given customer's part of the world.

12. Engine manufacturers in the United States have particular performance and engineering requirements for their engine bearings that differ from the requirements facing engine manufacturers in other parts of the world. Engine manufacturers in the United States can and do purchase thinwall bearings from bearing producers located throughout the world that can develop and manufacture bearings that meet the needs of engine manufacturers in the United States.

#### V. MARKET STRUCTURE

13. While customers for thinwall bearings can turn anywhere in the world, the thinwall bearings that they buy must be engineered to the particular applications of the customers. The best measure of a thinwall bearings producer's ability to meet the applications requirements of customers in the United States and compete for sales to customers in the United States, is the bearings producer's current sales to customers in the United States. As measured by current sales to customers in the United States, the relevant markets are highly concentrated, whether measured by the Herfindahl-Hirschman Index (or "HHI") or by two-firm or four-firm concentration ratios. The proposed merger, if consummated, would significantly increase the HHIs in already highly concentrated markets.

14. In the sale of thinwall bearings to customers in the United States, respondent Federal-Mogul is the largest competitor with about a 49 percent market share, and T&N is the second largest with about a 34 percent market share. Together, Federal-Mogul and T&N would

control approximately 83 percent of all United States thinwall bearing sales. The proposed merger would increase the HHI by over 3300 points and produce an industry concentration of over 7000 points.

15. In the sale of light duty engine bearings to OEMs located in the United States, respondent Federal-Mogul is the largest competitor with about a 53 percent market share, and T&N is the second largest with about a 28 percent market share. Together, Federal-Mogul and T&N would control approximately 81 percent of all United States sales of light duty engine bearing sales to OEMs. The proposed merger would increase the HHI by over 3000 points and produce an industry concentration of over 7000 points.

16. In the sale of heavy duty engine bearings to OEMs located in the United States, respondent Federal-Mogul is the largest competitor with about a 62 percent market share, and T&N is the second largest with about a 22 percent market. Together, Federal-Mogul and T&N would control approximately 84 percent of all United States sales of heavy duty engine bearings to OEMs. The proposed merger would increase the HHI by over 2800 points and produce an industry concentration of over 7200 points.

17. In the sale of aftermarket bearings to aftermarket customers in the United States, respondent Federal-Mogul is the largest competitor with about a 58 percent market share, and T&N is the second largest with about a 21 percent market share. Together, Federal-Mogul and T&N would control approximately 79 percent of all United States sales of aftermarket bearings. The proposed merger would increase the HHI by over 2500 points and produce an industry concentration of over 6500 points.

#### VI. ENTRY CONDITIONS

18. Entry into the thinwall bearings market requires more than two years. Entry into the OEM market would not assure entry into the aftermarket, and entry into the aftermarket would not assure entry into the OEM market. The markets have different entry impediments as to product design, qualification and testing, production and brand name recognition. Entry into the thinwall bearing market is difficult and would not be timely to prevent anticompetitive effects in the relevant markets.

19. Entry into the development, manufacture, and sale to OEMs in the United States of light duty engine bearings requires substantially more than two years. Entry into competition for sales of

light duty engine bearings requires the development of materials from which to make the bearing, the development of exacting manufacturing processes and capabilities, the design of bearings for a particular engine, and the completion of extensive customer qualification and testing. Because the materials used to make the bearings are different, as are the manufacturing processes and the technical requirements of the bearings, the ability to compete in the sale of heavy duty engine bearings does not give a producer the ability to compete in the sale of light duty engine bearings. Entry into the sale of light duty engine bearings to OEMs would not be timely to prevent anticompetitive effects in the market for light duty engine bearings sold to OEM customers in the United States.

20. Entry into the development, manufacture, and sale to OEMs in the United States of heavy duty engine bearings requires substantially more than two years. Entry into competition for sales of heavy duty engine bearings requires the development of materials from which to make the bearing, the development of exacting manufacturing processes and capabilities, the design of bearings for a particular engine, and the completion of extensive customer qualification and testing. Because the materials used to make the bearings are different, as are the manufacturing processes and the technical requirements of the bearings, the ability to compete in the sale of light duty engine bearings does not give a producer the ability to compete in the sale of heavy duty engine bearings. Entry into the sale of heavy duty engine bearings to OEMs would not be timely to prevent anticompetitive effects in the market for heavy duty engine bearings sold to OEM customers in the United States.

21. Entry into the market for aftermarket bearings for customers in the United States, requires more than two years, and in order to match the broad product line of Federal-Mogul or T&N, a new entrant would be at a significant cost disadvantage to the incumbent firms. Successful competition in the sale of aftermarket bearings requires an extensive line of bearings that will fit not only engines in current production, but most of the engines that have been production over the past 30 to 40 years. Each aftermarket bearing requires tooling unique to it. The existing producers of aftermarket bearings for customers in the United States, including Federal-Mogul and T&N, have such extensive product offerings, exceeding 6,000 or 7,000 part numbers. To offer this extensive a line of bearings requires the design

of bearings and acquisition of the tooling required for each bearing. A new entrant that attempted to match the product offering of Federal-Mogul or T&N would have to acquire tooling for bearings for engines that are no longer in production and for which demand is declining. Federal-Mogul and T&N acquired the tooling for their broad line of aftermarket bearings when engines were first in production, allowing Federal-Mogul and T&N to amortize the cost of the tooling over a longer period of the engine's life and over a larger number of bearings. A new entrant that attempts to match Federal-Mogul's or T&N's product line will be able to amortize the tooling for many bearings only over a portion of the engine's life, and will necessarily have higher costs than Federal-Mogul or T&N.

22. Brand name recognition is also important for competing for sale of aftermarket bearings. A brand name can convey to customers in the aftermarket that the bearings are of high quality and will work in the application that they are designed for. The development of brand recognition also is time consuming. Entry into the manufacture and sale of light duty and heavy duty thinwall bearings to the aftermarket would not be timely to prevent anticompetitive effects in the market for sales of aftermarket bearings to customers in the United States.

#### VII. ACTUAL COMPETITION

23. Federal-Mogul and T&N are actual competitors in the relevant lines of commerce in the relevant area.

#### VIII. EFFECTS OF THE PROPOSED MERGER ON COMPETITION

24. The effect of the Acquisition, if consummated, may be substantially to lessen competition and to tend to create a monopoly in the relevant markets in violation of Section 7 of the Clayton Act, as amended, 15 U.S.C. 18, and Section 5 of the FTC Act, as amended, 15 U.S.C. 45, in the following ways, among others:

A. By eliminating actual, direct, and substantial competition between Federal-Mogul and T&N in the relevant markets;

B. By increasing the likelihood that Federal-Mogul will unilaterally exercise market power in the relevant markets;

C. By increasing the likelihood of or facilitating collusion or coordinated interaction among Federal-Mogul and the remaining competitors in the market for heavy duty engine bearings;

D. By increasing the likelihood that customers of thinwall bearings would be forced to pay higher prices; and

E. By reducing innovation, quality, service, and product availability in the relevant markets.

#### IX. VIOLATIONS CHARGED

25. The proposed acquisition by Federal-Mogul of the voting stock of T&N violates Section 5 of the FTC Act, as amended, 15 U.S.C. 45, and would, if consummated, violate Section 7 of the Clayton Act, as amended, 15 U.S.C. 18, and Section 5 of the FTC Act, as amended, 15 U.S.C. 45.

#### DECISION AND ORDER

The Federal Trade Commission ("the Commission"), having initiated an investigation of the proposed acquisition by Federal-Mogul Corporation of T&N plc, hereinafter sometimes referred to as the "respondents," and having been furnished thereafter with a copy of a draft of complaint which the Bureau of Competition proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondent with a violation of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. 45, and a violation of Section 7 of the Clayton Act, as amended, 15 U.S.C. 18; and

The respondents, their attorneys, and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission, having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Acts, and that a complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, and having duly considered the comments filed thereafter by interested persons pursuant to Section 2.34 of its Rules, and having modified the consent order in some

respects, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent Federal-Mogul Corporation ("Federal-Mogul") is a corporation organized, existing and doing business under and by virtue of the laws of Michigan, with its office and principal place of business located at 26555 Northwestern Highway, Southfield, Michigan.

2. Respondent T&N plc ("T&N") is a public limited company organized, existing and doing business under and by virtue of the laws of the United Kingdom, with its office and principal place of business located at Manchester International Office Centre, Styal Road, Manchester M22 5TN, England.

3. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

#### ORDER

##### I.

*It is ordered*, That, as used in this order, the following definitions shall apply:

A. "*Federal-Mogul*" means Federal-Mogul Corporation, its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; its subsidiaries, divisions, groups and affiliates controlled by Federal-Mogul, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

B. "*T&N*" means T&N plc, its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; its subsidiaries, divisions, groups and affiliates controlled by T&N, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

C. "*Respondents*" means Federal-Mogul and T&N, individually and collectively.

D. "*Commission*" means the Federal Trade Commission.

E. "*Divestiture Date*" means the date on which The Assets To Be Divested are divested by Federal-Mogul.

F. "*Thinwall Bearings*" means lubricated friction bearings, commonly known as thinwall bearings, with a thickness of three-eighths inch or less, including, but not limited to, half-shell engine bearings, full round bushings, flange bearings, and half and full round thrust washers for use in engine and non-engine applications in passenger cars and trucks and in industrial applications.

G. "*Polymer Bearings*" means metal-backed polymer dry bearings for use in industrial applications and non-engine automotive components and manufactured at T&N's manufacturing facilities located at Kilmarnock, Scotland; Annecy, France; and Heilbronn, Germany.

H. "*Non-Automotive Heavywall Bearings*" means the products listed in Appendix VI.

I.. "*The Assets To Be Divested*" means

1. Glacier Vandervell, Inc., Glacier Vandervell Europe, and T&N Bearings Group Research and Development; all of the subsidiaries, divisions, groups and affiliates they control; all of their businesses and assets, tangible and intangible, including but not limited to facilities, technology, patent rights, and goodwill;

2. All businesses and assets of T&N in the following locations: Caldwell, Ohio; Atlantic, Iowa; Bellefontaine, Ohio; Plymouth, Michigan; Middlesex, England; Cawston, England; Kilmarnock, Scotland; Whitehill, Scotland; Annecy, France; Paris, France; Dieuze, France; Trento, Italy; and Heilbronn, Germany;

3. The McConnellsville Strip Facility;

4. All rights, titles, and interests in the trademarks listed at Appendix V and the patents listed at Appendix VII and Appendix VIII;

5. A perpetual, royalty-free license to use the P/2531.GB2 machine tool patent for any and all applications;

6. All other businesses and assets, tangible and intangible, relating to the research, development, manufacture, or sale of Thinwall Bearings and Polymer Bearings by T&N, regardless of where the business or assets are located in the world and regardless of whether used exclusively for such purposes, including, without limitation, the following:

a. All machinery, fixtures, equipment, vehicles, transportation facilities, furniture, tools and other tangible personal property;

- b. All copies of customer lists, vendor lists, catalogs, sales promotion literature, advertising materials, research materials, technical information, management information systems, software, inventions, trade secrets, intellectual property, patents, trademarks, technology, know-how, specifications, designs, drawings, processes and quality control data;
- c. All rights, titles, and interests in and to research and development, whether performed by T&N or by a third party;
- d. Inventory and storage capacity;
- e. All rights, titles and interests in and to owned or leased real property, together with appurtenances, licenses and permits;
- f. All rights, titles and interests in and to the contracts entered into in the ordinary course of business with customers (together with associated bid and performance bonds), suppliers, sales representatives, distributors, agents, personal property lessors, personal property lessees, licensors, licensees, consignors and consignees;
- g. All rights under warranties and guarantees, express or implied;
- h. All books, record, and files;
- i. All items of prepaid expense;
- j. Goodwill; and
- k. All stock and other rights, titles, and interests held in joint ventures or other entities.

Provided that the definition of "The Assets To Be Divested" shall not include:

- (i) T&N's ownership interest in Glacier Vandervell Pty. in South Africa;
- (ii) Any assets related exclusively to the sale of automotive replacement parts to customers outside North and South America;
- (iii) Any assets (other than the real estate and buildings) at Cawston, England, and Plymouth, Michigan, that are not related to Thinwall Bearings;
- (iv) All rights, titles, and interests in those patents listed at Appendix X that do not relate to the research, development, manufacture, or sale of Thinwall Bearings and Polymer Bearings by T&N, regardless of whether used exclusively for

- such purposes; and a perpetual, non-exclusive, royalty-free license to Federal-Mogul for all other patents listed at Appendix X, where such license is limited to the field of use designated in Appendix XI;
- (v) A perpetual, non-exclusive, royalty-free license to Federal-Mogul for all patents listed at Appendix VIII, where such license is limited to the field of use designated in Appendix XI;
- (vi) A contract with the purchaser of The Assets To Be Divested to supply Federal-Mogul with reasonable amounts of AS104 bearing strip material under reasonable commercial terms only for the production by Federal-Mogul of Non-Automotive Heavywall Bearings;
- (vii) All rights, titles, and interests in the trademarks listed at Appendix IX;
- (viii) A non-exclusive, royalty-free license to Federal-Mogul for the use of the trademarks "Clevite," "Clevite 77," "Michigan," "Michigan 77," "Deltawall," "CL 112," "CL 77," and "Clevite 66" on inventory other than engine bearings in accordance with the schedule designated in Appendix IV;
- (ix) A non-exclusive, royalty-free license to Federal-Mogul for the use of the trademarks "Glacier," "Vandervell," and all subsidiary, ancillary, and related marks listed at Appendix V, only in the promotion and sale of Non-Automotive Heavywall Bearings, where such license expires no later than one (1) year after the Divestiture Date; and
- (x) For a period of five (5) years after the Divestiture Date, the use of the trademarks "Glacier," "Glacier Sentry," "Glacier Spinner," "Glacier (T.V.)," "Glacier DQ," "Glacier DU," and "Glacier DX" in the promotion or sale of Non-Automotive Heavywall Bearings. (Notwithstanding this proviso, the respondents shall not retain any rights to use the trademarks "Glacier," "Glacier Sentry," "Glacier Spinner," "Glacier (T.V.)," "Glacier DQ," "Glacier DU," and "Glacier DX" after the Divestiture Date, except as specifically provided in proviso (ix) above and in paragraph II.B. below; and the definition of "The Assets To Be Divested" shall include the unrestricted right to use the "Glacier" trademark as a company name and to use the trademarks "Glacier," "Glacier Sentry,"

"Glacier Spinner," "Glacier (T.V.)," "Glacier DQ," "Glacier DU," and "Glacier DX" in the promotion and sale of "Deva," "Deva BM," "Devaglide," or "Devatex" Non-Automotive Heavywall Bearings purchased from Federal-Mogul.)

J. "*Key Employees*" means the individuals employed by T&N listed in Appendix II.

K. "*Thinwall Research Personnel*" means the individuals employed by T&N listed in Appendix III.

L. "*McConnellsville Strip Facility*" means the facility for the manufacture of cast copper-lead strip operated by T&N in McConnellsville, Ohio.

M. "*Daido*" means Daido Metal Co. Ltd. of Nagoya, Japan, and all its subsidiaries, divisions, groups and affiliates.

## II.

*It is further ordered, That:*

A. Respondents shall divest absolutely and in good faith, no later than December 21, 1998, The Assets To Be Divested, as a fully viable and competitive ongoing business, and shall also divest such additional assets and businesses and effect such arrangements as are necessary to assure the viability, marketability, and competitiveness of The Assets To Be Divested.

Provided that, if the Commission-approved acquirer or acquirers of The Assets To Be Divested all express through affidavit a preference not to acquire any portion of (1) the McConnellsville Strip Facility, (2) the real estate and buildings of the facility operated by T&N Technology in Cawston, England, (3) the real estate and buildings of the facility located at Northwood Hills, Middlesex, England, (4) the real estate and buildings of the facility located at Paris, France, or (5) the real estate and buildings of the facility located at Plymouth, Michigan, then, subject to the approval of the Commission, respondents shall not be required to divest that portion of such assets.

Further provided that, if the Commission-approved acquirer or acquirers of The Assets To Be Divested all express through affidavit a preference not to acquire any portion of the packaging facilities and warehouses of A.E. Clevite, then, subject to the approval of the

Commission, respondents shall not be required to divest that portion of such assets.

B. Respondents shall, in no event later than 90 days after the Divestiture Date, eliminate "Glacier," "Vandervell," "Clevite," and all other trademarks included with The Assets To Be Divested from the names of all companies or business units they will own after the divestiture, including Glacier Vandervell Pty.

Provided that (i) Federal-Mogul may use the name "Glacier Sollinger Huette" in Germany for government certification purposes for one (1) year after the Divestiture Date; and (ii) Federal-Mogul may use the designation "formerly known as Glacier" or "formerly known as Vandervell" in the sale of Non-Automotive Heavywall Bearings where such descriptor is not used as a trademark or logo and is used only in direct response to customer inquiries.

C. Within ten (10) days after signing the agreement containing consent order, respondents shall transfer to The Assets To Be Divested the employment of all Key Employees (who are not already employees of The Assets To Be Divested) and all Thinwall Research Personnel, to the extent permissible by law.

D. Respondents shall divest The Assets To Be Divested only to an acquirer or acquirers that receive the prior approval of the Commission and only in a manner that receives the prior approval of the Commission. The purpose of the divestiture of The Assets To Be Divested is to ensure the continuation of The Assets To Be Divested as an ongoing, viable, and competitive business engaged in the research, development, manufacture, and sale of Thinwall Bearings and to remedy the lessening of competition resulting from the acquisition by Federal-Mogul of T&N as alleged in the Commission's complaint.

E. If any person who is not party to this order withholds its consent to the transfer or assignment of any agreement, contract, or license to which T&N is a party and that is related in any way to The Assets To Be Divested, then respondents shall use their best efforts to obtain the necessary consents. If such person continues to withhold its consent, then respondents shall to the extent possible enter into such agreements, contracts, licenses as are necessary to realize the same effect as such transfer or assignment. (Respondents shall submit a copy of each such agreement, contract, or license with their compliance reports to the Commission pursuant to paragraphs IV and

V of this order.) For a period of five (5) years after executing the agreement containing consent order, respondents shall not do any business with Daido relating to Thinwall Bearings, whether through agreement, contract, license, exchange of technology, joint venture, or other means.

F. Pending divestiture of The Assets To Be Divested, respondents shall take such actions as are necessary to maintain the viability, competitiveness, and marketability of The Assets To Be Divested and to prevent the destruction, removal, wasting, deterioration, or impairment of any assets or business of The Assets To Be Divested except for ordinary wear and tear.

G. Respondents shall comply with all terms of the Agreement to Hold Separate, attached to this order and made a part hereof as Appendix I. The Agreement to Hold Separate shall continue in effect until such time as respondents have divested all The Assets To Be Divested as required by this order or until such other time as the Agreement to Hold Separate provides.

H. Respondents shall not conduct any research or development relating to bearings at the T&N facilities in Cawston, England, until employees and other personnel of The Assets To Be Divested, and of the purchaser of The Assets To Be Divested, no longer occupy any of those facilities.

I. Respondents shall provide the Key Employees with financial incentives to continue in their employment positions during the period covered by the Agreement to Hold Separate, and to accept employment with a Commission-approved acquirer at the time of the divestiture. Such incentives shall include:

1. Vesting of all pension benefits;
2. Continuation of all employee benefits offered by T&N until the Divestiture Date; and
3. A bonus equal to thirty (30) percent of the employee's annual salary (including any other bonuses) as of the date this order becomes final for any individual who agrees to employment with a Commission-approved acquirer, payable upon the beginning of their employment by the Commission-approved acquirer.

J. For a period of one (1) year from the Divestiture Date, respondents shall not make offers of employment to any employees

of The Assets To Be Divested (including employees who are not Key Employees) who have accepted offers of employment with the Commission-approved acquirer or acquirers of The Assets To Be Divested.

### III.

*It is further ordered, That:*

A. If respondents have not divested, absolutely and in good faith and with the Commission's prior approval, The Assets To Be Divested within the time required by paragraph II.A of this order, then the Commission may appoint a trustee to divest The Assets To Be Divested. The trustee shall have all rights and powers necessary to permit the trustee to effect the divestiture of The Assets To Be Divested and to divest such additional assets and to effect such arrangements as are necessary to assure the viability, competitiveness, and marketability of The Assets To Be Divested so as to expeditiously accomplish the remedial purposes of this order. In the event the Commission or the Attorney General brings an action pursuant to Section 5(l) of the Federal Trade Commission Act, 15 U.S.C. 45(l), or any other statute enforced by the Commission, respondents shall consent to the appointment of a trustee in such action. Neither the appointment of a trustee nor a decision not to appoint a trustee under this paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief (including, but not limited to, a court-appointed trustee) pursuant to the Federal Trade Commission Act or any other statute enforced by the Commission, for any failure by either of the respondents to comply with this order.

B. If a trustee is appointed by the Commission or a court pursuant to paragraph III.A of this order, respondents shall consent to the following terms and conditions regarding the trustee's powers, duties, authority, and responsibilities:

1. The Commission shall select the trustee, subject to the consent of Federal-Mogul, which consent shall not be unreasonably withheld. The trustee shall be a person with experience and expertise in acquisitions and divestitures. If Federal-Mogul has not opposed, in writing, including the reasons for opposing, the selection of any proposed trustee within ten (10) days after notice by the staff of the Commission to Federal-Mogul of the identity of any proposed trustee,

Federal-Mogul shall be deemed to have consented to the selection of the proposed trustee.

2. Subject to the prior approval of the Commission, the trustee shall have the exclusive power and authority to divest The Assets To Be Divested, and shall have the power to divest such additional assets and to effect such arrangements as are necessary to assure the viability, competitiveness, and marketability of The Assets To Be Divested so as to expeditiously accomplish the divestiture required by this order.

3. Within ten (10) days after appointment of the trustee, respondents shall execute a trust agreement that, subject to the prior approval of the Commission (and, in the case of a court-appointed trustee, of the court), transfers to the trustee all rights and powers necessary to permit the trustee to effect the divestiture required by this order.

4. The trustee shall have twelve (12) months from the date the Commission approves the trust agreement described in paragraph III.B.3 to accomplish the divestiture, which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve (12) month period, the trustee has submitted a plan of divestiture or believes that divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission (or, in the case of a court-appointed trustee, by the court); provided, however, the Commission may extend this period for no more than two (2) additional terms.

5. The trustee shall have full and complete access to the personnel, books, records, and facilities related to The Assets To Be Divested, or to any other relevant information, as the trustee may request. Respondents shall develop such financial or other information as such trustee may request and shall cooperate with the trustee. Respondents shall take no action to interfere with or impede the trustee's accomplishment of the divestiture. Any delays in divestiture caused by respondents shall extend the time for divestiture under this paragraph III in an amount equal to the delay, as determined by the Commission (or, in the case of a court-appointed trustee, by the court).

6. The trustee shall use his or her best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to respondents' absolute and unconditional obligation to divest expeditiously at no minimum price. The

divestiture shall be made in the manner, and to the acquirer or acquirers, as set out in paragraph II of this order; provided, however, if the trustee receives bona fide offers from more than one acquiring entity, and if the Commission approves more than one such acquiring entity, then the trustee shall divest to the acquiring entity or entities selected by Federal-Mogul from among those approved by the Commission.

7. The trustee shall serve, without bond or other security, at the cost and expense of respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The trustee shall have the authority to employ, at the cost and expense of respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the trustee's duties and responsibilities. The trustee shall account for all monies derived from the divestiture and all expenses incurred. After approval by the Commission (and, in the case of a court-appointed trustee, by the court) of the account of the trustee, including fees for his or her services, all remaining monies shall be paid at the direction of Federal-Mogul and the trustee's power shall be terminated. The trustee's compensation shall be based at least in significant part on a commission arrangement contingent on the trustee's accomplishing the divestiture required by this order.

8. Respondents shall indemnify the trustee and hold the trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of any claim, whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, recklessness, willful or wanton acts, or bad faith by the trustee.

9. If the trustee ceases to act or fails to act diligently, a substitute trustee shall be appointed in the same manner as provided in paragraph III of this order.

10. The Commission (or, in the case of a court-appointed trustee, the court) may on its own initiative or at the request of the trustee issue such additional orders or directions as may be necessary or appropriate to accomplish the divestiture required by this order.

11. In the event that the trustee determines that he or she is unable to divest The Assets To Be Divested in a manner consistent with the Commission's purpose as described in paragraph II, the trustee may divest additional assets of respondents and effect such arrangements as are necessary to satisfy the requirements of this order.

12. The trustee shall have no obligation or authority to operate or maintain The Assets To Be Divested.

13. The trustee shall report in writing to Federal-Mogul and the Commission every thirty (30) days concerning the trustee's efforts to accomplish the divestiture.

#### IV.

*It is further ordered,* That within thirty (30) days after the date this order becomes final, and every thirty (30) days thereafter until respondents have fully complied with the provisions of paragraphs II and III of this order, respondents shall submit to the Commission verified written reports setting forth in detail the manner and form in which respondents intend to comply, are complying, and have complied with paragraphs II and III of this order. Respondents shall include in their compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with paragraphs II and III of the order, including a description of all substantive contacts or negotiations for the divestiture and the identity of all parties that have contacted respondents or that have been contacted by respondents. Respondents shall include in their compliance reports copies of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning divestiture.

#### V.

*It is further ordered,* That respondents shall notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondents, such as dissolution, assignment, sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries, or any other change in respondents that may affect compliance obligations arising out of the order.

## VI.

*It is further ordered*, That, for the purpose of determining or securing compliance with this order, respondents shall permit any duly authorized representatives of the Commission:

A. During office hours and in the presence of counsel, access to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of respondents relating to any matters contained in this order; and

B. Upon five (5) days' notice to respondents, and without restraint or interference, to interview officers, employees, or agents of respondents, who may have counsel present.

## APPENDIX I

## AGREEMENT TO HOLD SEPARATE

This Agreement to Hold Separate ("Hold Separate Agreement") is by and among Federal-Mogul Corporation ("Federal-Mogul"), a corporation organized, existing, and doing business under and by virtue of the laws of Michigan, with its office and principal place of business located at 2655 Northwestern Highway, Southfield, Michigan; T&N plc ("T&N"), a public limited company organized, existing and doing business under and by virtue of the laws of the United Kingdom, with its office and principal place of business located at Manchester International Office Centre, Styal Road, Manchester M22 5TN, England; and the Federal Trade Commission (the "Commission"), an independent agency of the United States Government, established under the Federal Trade Commission Act of 1914, 15 U.S.C. 41, *et seq.* (collectively, the "Parties").

## PREMISES

*Whereas*, on October 16, 1997, Federal-Mogul announced a tender offer to acquire all of the outstanding shares of T&N (the "Acquisition"); and

*Whereas*, the Commission is now investigating the Acquisition to determine whether it would violate any of the statutes enforced by the Commission; and

*Whereas*, if the Commission accepts the attached Agreement Containing Consent Order ("Consent Order"), which would require the divestiture of The Assets To Be Divested, the Commission must place the Consent Order on the public record for a period of at least sixty (60) days and may subsequently withdraw such acceptance pursuant to the provisions of Section 2.34 of the Commission's Rules; and

*Whereas*, the Commission is concerned that if an understanding is not reached preserving the *status quo ante* of The Assets To Be Divested as defined in paragraph I.I. of the Consent Order during the period prior to the divestiture of The Assets To Be Divested as required by the Consent Order, the divestiture required by the Consent Order or resulting from any proceeding challenging the legality of the Acquisition might not be possible, or might be less than an effective remedy; and

*Whereas*, the Commission is concerned that if the Acquisition is consummated, it will be necessary to preserve the Commission's ability to require the divestiture of The Assets To Be Divested, as described in paragraph I.I. of the Consent Order, and the Commission's right to have The Assets To Be Divested continue as a viable competitor independent of Federal-Mogul and T&N (collectively, the "respondents"); and

*Whereas*, if the Commission determines to finally issue the Consent Order, it is necessary to hold separate The Assets To Be Divested to protect interim competition pending divestiture or other relief; and

*Whereas*, the purpose of the Hold Separate Agreement and the Consent Order is to:

1. Preserve, pending the divestiture required by the Consent Order, The Assets To Be Divested as an ongoing, viable, competitive, and independent entity engaged in the same business in which they are presently engaged;
2. Prevent interim harm to competition pending divestiture and other relief; and
3. Remedy any anticompetitive effects of the Acquisition; and

*Whereas*, respondents' entering into this Hold Separate Agreement shall in no way be construed as an admission by respondents that the Acquisition is illegal; and

*Whereas*, respondents understand that no act or transaction contemplated by this Hold Separate Agreement shall be deemed immune or exempt from the provisions of the antitrust laws or the Federal Trade Commission Act by reason of anything contained in this Hold Separate Agreement.

*Now, therefore*, upon the understanding that the Commission has not yet determined whether it will challenge the Acquisition, and in consideration of the Commission's agreement that the Commission will accept the Consent Order for public comment, the Parties agree as follows:

1. Respondents agree to execute the attached Agreement Containing Consent Order and, from the date of execution, to comply with the provisions of the Consent Order as if it were final.

2. Respondents agree that from the date they execute the Agreement Containing Consent Order, they will comply with the provisions of this Hold Separate Agreement until:

a. Ten (10) business days after the Commission withdraws its acceptance of the Consent Order pursuant to the provisions of Section 2.34 of the Commission's Rules; or

b. The day after the divestiture required by the Consent Order has been completed.

3. The terms capitalized herein shall have the same definitions as in the Consent Order.

4. ("Material Confidential Information," as used herein, means competitively sensitive or proprietary information not independently known to an entity from sources other than the entity to which the information pertains, and includes, but is not limited to, customer lists, price lists, marketing methods, patents, technologies, processes, or other trade secrets.) To assure the complete independence and viability of The Assets To Be Divested, and to assure that no Material Confidential Information is exchanged between Federal-Mogul (meaning here and hereinafter, Federal-Mogul and T&N excluding The Assets To Be Divested and excluding all personnel connected with The Assets To Be Divested as of the date this Hold Separate Agreement was signed) and The Assets To Be Divested, Federal-Mogul shall hold The Assets To Be Divested separate and apart on the following terms and conditions:

a. The Assets To Be Divested shall be held separate and apart and shall be managed and operated independently of Federal-Mogul, except to the extent that Federal-Mogul must exercise direction and control over such assets to assure compliance with this Hold Separate Agreement or the Consent Order, and except as otherwise provided in this Hold Separate Agreement.

b. Within three (3) days after complete execution of this Hold Separate Agreement, Federal-Mogul shall appoint, subject to the approval of the Commission, an individual to be the Independent Auditor. Federal-Mogul shall give the Independent Auditor all powers and authority necessary to effectuate his/her responsibilities pursuant to this Hold Separate Agreement.

c. Within five (5) business days of the Commission's acceptance of the Consent Order for public comment, Federal-Mogul shall organize a distinct and separate entity ("The New Group") to be composed of: (1) The Assets To Be Divested and (2) A.E. Clevite Inc., excluding the following (a) the stock of McCord Payen Technical Services Inc., McCord Payen Inc., McCord Sealing Inc., and McCord Leakless Sealing Co., and (b) the assets of A. E. Goetze - Lake City Division and Glacier Clevite Heavywall Bearings Division (except the McConnellsville Strip Facility).

d. The New Group shall be staffed with sufficient employees to maintain the viability and competitiveness of The Assets To Be Divested. The Management Team, as defined below, with the approval of the Independent Auditor, shall have the authority to replace employees who left their positions with The Assets To Be Divested since January 1, 1998. To the extent that The New Group employees leave The New Group prior to the divestiture of The Assets To Be Divested, the Management Team may replace the departing employees of The New Group, subject to the approval of the Independent Auditor, with persons who have similar experience and expertise.

e. The Independent Auditor shall monitor the organization of The New Group and shall have responsibility for managing The New Group consistent with the terms of Hold Separate Agreement; for maintaining the independence of The New Group consistent with the terms of this Hold Separate Agreement and this Consent Order; and for assuring respondents' compliance with their obligations pursuant to the Hold Separate Agreement.

f. Simultaneously with the organization of The New Group, Federal-Mogul shall appoint, subject to the approval of the Independent Auditor, four individuals from among the current employees of The Assets To Be Divested to manage and maintain The Assets To Be Divested (the "Management Team"). The Management Team, in its capacity as such, shall report directly and exclusively to the Independent Auditor and shall manage The New Group independently of the management of Federal-Mogul. The Management Team shall not be involved, in any way, in the operations of the businesses of Federal-Mogul during the term of the Hold Separate Agreement.

g. Federal-Mogul shall not change the composition of the Management Team unless the Independent Auditor consents. Federal-Mogul shall not change the composition of the management of The New Group, except that the Management Team shall be permitted to remove management employees for cause subject to approval of the Independent Auditor. The Independent Auditor shall have the power to remove members of the Management Team for cause and to require Federal-Mogul to appoint replacement members to the Management Team in the same manner as provided in subparagraph 4.f. of this Hold Separate Agreement.

h. The Independent Auditor, each member of the Management Team, and each employee of The New Group who has access to Material Confidential Information shall enter into a confidentiality agreement agreeing to be bound by the terms and conditions of this Hold Separate Agreement. These individuals must retain and maintain all confidential information relating to the held separate business on a confidential basis and, except as is permitted by this Hold Separate Agreement, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose employment involves any of Federal-Mogul's business. These persons shall not be involved in any way in the Thinwall Bearings operations of Federal-Mogul.

i. Within ten (10) business days of the Commission's acceptance of the Consent Order for public comment, Federal-Mogul shall establish written procedures to be approved by the Independent Auditor, covering the management, maintenance, and independence of The Assets To Be Divested consistent with the provisions of the Hold Separate Agreement.

j. Within ten (10) business days of the Commission's acceptance of the Consent Order for public comment, Federal-Mogul shall circulate, to employees of The New Group and to Federal-Mogul employees who are involved in operations relating to the Thinwall Bearings of Federal-Mogul, a notice of this Hold Separate Agreement and Consent Order in the form attached as Attachment A.

k. The Independent Auditor shall have full and complete access to all personnel, books, records, documents and facilities of The New Group or to any other relevant information, as the Independent Auditor may reasonably request, including but not limited to all documents and records kept in the normal course of business that relate to The Assets To Be Divested. Federal-Mogul shall develop such financial or other information as such Independent Auditor may request and shall cooperate with the Independent Auditor. Federal-Mogul shall take no action to interfere with or impede the Independent Auditor's ability to perform his/her responsibilities consistent with the terms of the Hold Separate Agreement or to monitor Federal-Mogul's compliance with the Hold Separate Agreement and the Consent Order.

l. Federal-Mogul may require the Independent Auditor to sign a confidentiality agreement prohibiting the disclosure of any material information gained as a result of his or her role as Independent Auditor to anyone other than the Commission.

m. The Independent Auditor shall have the authority to employ, at the cost and expense of Federal-Mogul, such consultants, accountants, attorneys, and other representatives and assistants as are necessary to carry out the Independent Auditor's duties and responsibilities.

n. The Independent Auditor and the Management Team shall serve, without bond or other security, at the cost and expense of Federal-Mogul, on reasonable and customary terms commensurate with the person's experience and responsibilities. Federal-Mogul shall indemnify the Independent Auditor and the Management Team and hold the Independent Auditor and the Management Team harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the Independent Auditor's or the Management Team's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for, or defense of any claim, whether or not resulting in any liability, except to the extent that such liabilities, losses, damages,

claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the Independent Auditor or the Management Team.

o. Federal-Mogul shall provide The New Group with sufficient working capital to operate The Assets To Be Divested at least at current rates of operation, to meet all capital calls in respect of The Assets To Be Divested, and to carry on, at least at their scheduled pace, all capital and research and development projects for The Assets To Be Divested ongoing, planned, or approved as of or after February 20, 1998. During the period this Hold Separate Agreement is effective, Federal-Mogul shall make available for use by The New Group funds sufficient to perform all necessary routine maintenance to, and replacements of, The Assets To Be Divested. Federal-Mogul shall provide The New Group with such funds as are necessary to maintain the viability, competitiveness, and marketability of The Assets To Be Divested until the Divestiture Date. At a minimum, Federal-Mogul shall ensure that The Assets To Be Divested have available average working capital of not less than one hundred twenty percent (120%) of the average working capital of The Assets To Be Divested during the twelve (12) months preceding the date of this Hold Separate Agreement.

p. Federal-Mogul shall continue to provide the same support services to The Assets To Be Divested as are being provided to such assets by Federal-Mogul as of the date this Hold Separate Agreement is signed by Federal-Mogul. Federal-Mogul may charge The New Group the same fees, if any, charged by Federal-Mogul for such support services as of the date this Hold Separate Agreement is signed by Federal-Mogul. Federal-Mogul's personnel providing such support services must retain and maintain all Material Confidential Information of The Assets To Be Divested on a confidential basis, and, except as is permitted by this Hold Separate Agreement, such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any person whose employment involves any of Federal-Mogul's businesses. Such personnel shall also execute confidentiality agreements prohibiting the disclosure of any Material Confidential Information of The Assets To Be Divested.

q. Except as provided in this Hold Separate Agreement, Federal-Mogul shall not employ or make offers of employment to employees

of The New Group, during the term of the Hold Separate Agreement. The acquirer or acquirers of The Assets To Be Divested shall have the option of offering employment to the employees of The New Group. After the term of the Hold Separate Agreement, Federal-Mogul may offer employment to employees of The New Group who have not accepted employment with the acquirer or acquirers of The Assets To Be Divested. Federal-Mogul shall not interfere with the employment of such employees of The New Group by the acquirer or acquirers of The Assets To Be Divested; shall not offer any incentive to such employees of The New Group to decline employment with the acquirer or acquirers of The Assets To Be Divested or accept other employment with Federal-Mogul; and shall remove any impediments that may deter such employees of The New Group from accepting employment with the acquirer or acquirers of The Assets To Be Divested, including but not limited to the payment, or the transfer for the account of the employee, of all accrued bonuses, pensions and other accrued benefits to which such employees would otherwise have been entitled had they remained in the employment of Federal-Mogul.

r. Federal-Mogul shall not exercise direction or control over, or influence directly or indirectly, The Assets To Be Divested, the Independent Auditor, the Management Team, or The New Group or any of its operations; provided, however, that Federal-Mogul may exercise only such direction and control over The New Group as is necessary to assure compliance with this Hold Separate Agreement or the Consent Order, or with all applicable laws.

s. Except for the Management Team and except to the extent provided in subparagraph 4.p., Federal-Mogul shall not permit any other of its employees, officers, or directors to be involved in the operations of The New Group.

t. Federal-Mogul shall maintain the viability, competitiveness, and marketability of The Assets To Be Divested; shall not sell, transfer, or encumber The Assets To Be Divested (other than in the normal course of business); and shall not cause or permit the destruction, removal, wasting, or deterioration, or otherwise impair the viability, competitiveness, or marketability of The Assets To Be Divested.

u. If the Independent Auditor ceases to act or fails to act diligently and consistently with the purposes of this Hold Separate Agreement, Federal-Mogul shall appoint a substitute Independent Auditor, subject to Commission approval.

v. Except as required by law, and except to the extent that necessary information is exchanged in the course of consummating the Acquisition, defending investigations, defending or prosecuting litigation, obtaining legal advice, negotiating agreements to divest assets pursuant to the Consent Order, or complying with this Hold Separate Agreement or the Consent Order, Federal-Mogul shall not receive or have access to, or use or continue to use, any Material Confidential Information, not in the public domain, relating to The New Group or The Assets To Be Divested. Nor shall The New Group or the Management Team receive or have access to, or use or continue to use, any Material Confidential Information not in the public domain about Federal-Mogul and relating to Federal-Mogul's business. Federal-Mogul may receive aggregate financial information relating to The New Group to the extent necessary to allow Federal-Mogul to prepare United States consolidated financial reports, tax returns, and personnel reports. Any such information that is obtained pursuant to this subparagraph shall be used only for the purposes set forth in this subparagraph.

w. Within thirty (30) days after the date this Hold Separate Agreement is accepted by the Commission and every thirty (30) days thereafter until this Hold Separate Agreement terminates, the Independent Auditor shall report in writing to the Commission concerning the efforts to accomplish the purposes of this Hold Separate Agreement. Included within that report shall be the Independent Auditor's assessment of the extent to which The New Group is meeting (or exceeding) its projected goals as are reflected in operating plans, budgets, projections or any other regularly prepared financial statements.

5. Should the Commission seek in any proceeding to compel respondents to divest any of The Assets To Be Divested, as provided in the Consent Order, or to seek any other injunctive or equitable relief for any failure to comply with the Consent Order or this Hold Separate Agreement, or in any way relating to the Acquisition, as defined in the draft complaint, respondents shall not raise any objection based upon the fact that the Commission has permitted the Acquisition. Respondents also waive all rights to contest the validity of this Hold Separate Agreement.

6. To the extent that this Hold Separate Agreement requires respondents to take, or prohibits respondents from taking, certain

actions that otherwise may be required or prohibited by contract, respondents shall abide by the terms of this Hold Separate Agreement or the Consent Order and shall not assert as a defense such contract requirements in a civil action brought by the Commission to enforce the terms of this Hold Separate Agreement or this Consent Order.

7. For the purposes of determining or securing compliance with this Hold Separate Agreement, and upon written request with reasonable notice to respondents made to their counsel, respondents shall permit any duly authorized representatives of the Commission:

a. During the office hours of respondents, and in the presence of counsel, access to all facilities and access to inspect and copy all books, ledgers, accounts, correspondence, memoranda, and other records and documents in the possession or under the control of respondents relating to compliance with this Agreement; and

b. Upon five (5) days' notice to respondents and without restraint or interference from them, to interview officers or employees of respondents, who may have counsel present, regarding any such matters.

8. This Hold Separate Agreement shall not be binding on the Commission until it is approved by the Commission.

#### ATTACHMENT A

##### NOTICE OF DIVESTITURE AND REQUIREMENT FOR CONFIDENTIALITY

Federal-Mogul Corporation ("Federal-Mogul") and T&N plc ("T&N") have entered into a Consent Agreement and Agreement to Hold Separate with the Federal Trade Commission ("Commission") relating to the divestiture of the T&N worldwide thinwall bearing business. Until after the Commission's Order becomes final and the T&N worldwide thinwall bearing business is divested, the T&N worldwide thinwall bearing business must be managed and maintained as a separate, ongoing business, independent of all other T&N businesses. All competitive information relating to the T&N worldwide thinwall bearing business must be retained and maintained by the persons involved in the T&N worldwide thinwall bearing business on a confidential basis and such persons shall be prohibited from providing, discussing, exchanging, circulating, or otherwise furnishing any such information to or with any other person whose

employment or agency involves any other Federal-Mogul or T&N business. Similarly, all such persons involved in any other Federal-Mogul or T&N business shall be prohibited from providing, discussing, exchanging, circulating or otherwise furnishing competitive information about such business to or with any person whose employment or agency involves the T&N worldwide thinwall bearing business.

Any violation of the Consent Agreement or the Agreement to Hold Separate, incorporated by reference as part of the Consent Order, may subject Federal-Mogul and T&N to civil penalties and other relief as provided by law.

## APPENDIX II

John E. Wheatley	T. Allan Welsh
Derrick Parker	Clive Kellett
Jeffrey Senior	Ian Massey
Graham Jones	Tony Dolton
Paulo Detasis	Brian Campbell
Dr. Peter Brown	Ken McMeekin

## APPENDIX III

Martin Ashmore	Steve Kennedy	Gerry Sanders
Alister Brydon	Mike Kirk	Nicola Seymour
Nick Butler	Devji Lad	Paul Shenton
John Carey	Ian Laing	Mike Silvester
Barbara Carroll	Tony Latkowski	Suky Singh
Nigel Felgate	Kate Leeper	Tony Smith
Brian Fitzsimons	Carolyn Mayston	Jeff Stevens
Bill Hall	Julie McDonald	Graeme Topping
David Hall	Jonathan McGivan	Ha Tran
Adrian Hardgrave	Bob Mee	Duca Wang
Paul Harrison	Omar Mian	Adrian Watkins
Craig Hobson	Geraldine Mulet	Ian Williams
Alun Howells	Dean Murden	Richard Williams
Chas Johal	Tim Partridge	Robert Williams
Kevin Jupe	Carl Perrin	Trevor Wright
	Alan Pope	Hao Xu

## APPENDIX IV

**A. Definitions**

1. For purposes of this appendix, the term "Clevite trademarks" shall mean the "Clevite," "Clevite 77," "77," "Michigan," "Michigan 77," "Deltawall," "CL 112," "CL 77," and "Clevite 66" trademarks.

2. For purposes of this appendix, the term "inventory" shall mean engine parts other than engine bearings.

**B. Phase Out Periods**

1. Federal-Mogul may continue to affix Clevite trademarks to newly packaged inventory for 6 months after the Divestiture Date.

2. Federal-Mogul may sell inventory on which any Clevite trademarks appear for:

a. An unlimited period of time in packages where any Clevite trademarks are displayed only inside the packaging, such as on instructions or on parts;

b. 18 months after the Divestiture Date in packages that display any Clevite trademarks on the outside of the package, if such inventory consists only of gaskets;

c. 12 months after the Divestiture Date in packages that display any Clevite trademarks on the outside of the package, if such inventory includes any product other than gaskets; and

d. 24 months after the Divestiture Date in packages on which the only Clevite trademark on the outside of the package is the "AE Clevite Inc." company name.

3. Federal-Mogul may not use the "Clevite" mark in catalogues published after the Divestiture Date, but may continue to use printed catalogues published before the Divestiture Date for an unlimited period of time.

4. Except as otherwise specified herein, Federal-Mogul may not use the Clevite trademarks after the Divestiture Date.

## APPENDIX V

CL 77	DX	Glacier (T-V.)
CL 112	Exalign	Glamat
Clevite	Glacelign	Hi-Ex
Clevite 66	Glacelube	Michigan
Clevite 77	Glacetal	Michigan 77
De-ex	Glacier	SIC
Deltawall	Glacier DQ	Vandervell
DQ	Glacier DU	Vandry
DU	Glacier DX	Vanwall
Dualign	Glacier Sentry	VP
Dualine	Glacier Spinner	VP-Logo
Duroglide		

## APPENDIX VI

**"Non-Automotive Heavywall Bearings"**

1. Plain half shell bearings, full round bushings, flange bearings and half and full round thrust washers with wall thickness of greater than .375 inches, EXCEPT for those manufactured and/or sold as of March 6, 1998 by The Assets To Be Divested with wall thickness in excess of .375 inches;
2. Magnetic bearings;
3. Ceramic bearings;
4. Tilting pad thrust and journal bearings;
5. Fixed profile ramp and pad bearings for non-automotive bearings (industrial applications);
6. Rotating plant bearings (mainly for steam turbines, gas turbines, large pumps, large gear boxes, compressors and large electrical machines);
7. NON-POLYMER self lubricated sintered bearings incorporating graphite type, molybdenum type, PTFE type, and other types of dry lubricants;
8. Deva BM type bearing material consisting of a steel backing with self-lubricated sintered layer incorporating solid lubricants such as graphite, molybdenum and PTFE;
9. Devaglidle type self-lubricating bearing material that consists of a bearing bronze with pockets filled with solid lubricant;
10. Crankshaft bearings for medium and slow speed diesel engines;
11. Crankshaft bearings for locomotive diesel engines;
12. Profile faced thrust washers for medium and slow speed diesel engines;
13. Solid (not wrapped) steel and bronze backed bushes;
14. Centrifugally cast bearings;
15. Structural bearings for supporting bridges, roads and heavy plant;
16. Road joints;
17. Oil conditioning systems, including centrifugal oil filters and their component parts and screen filters;
18. Oil immersed friction plates;
19. Turbocharger bearings other than for passenger cars or heavy duty trucks;
20. DEVATEX type bearings consisting of 2 layers, both produced by a common cross-winding manufacturing technique, in which high strength polymer fibers embedded in a PTFE filled epoxy resin form the unique bearing surface which is machined; and
21. Rotating plant bearing assemblies (self contained and non-self contained).

## APPENDIX VII

**Case Ref:** P/11.GB2 **Country:** United Kingdom **Patent No:** 2174717 **App No:** 8610215 **Grant Date:** 21/12/1988 **App Date:** 25/04/1986 **Applicant:** AE PLC **Desc. Title:** Spray Casting

**Case Ref:** P/33.AT **Country:** EP (Austria) **Patent No:** E 56227 **App No:** 87201325.5 **Grant Date:** 05/09/1990 **App Date:** 13/07/1987 **Applicant:** AE PLC **Desc. Title:** Tin-Cobalt Overlays

**Case Ref:** P/33.DE **Country:** EP (Germany) **Patent No:** 3764736.9 **App No:** 87201325.5 **Grant Date:** 05/09/1990 **App Date:** 13/07/1987 **Applicant:** AE PLC **Desc. Title:** Tin-Cobalt Overlays

**Case Ref:** P/33.ES **Country:** EP (Spain) **Patent No:** 2016965 **App No:** 87201325.5 **Grant Date:** 05/09/1990 **App Date:** 13/07/1987 **Applicant:** AE PLC **Desc. Title:** Tin-Cobalt Overlays

**Case Ref:** P/33.FR **Country:** EP (France) **Patent No:** 0254355 **App No:** 87201325.5 **Grant Date:** 05/09/1990 **App Date:** 13/07/1987 **Applicant:** AE PLC **Desc. Title:** Tin-Cobalt Overlays

**Case Ref:** P/33.GB2 **Country:** United Kingdom **Patent No:** 2192641 **App No:** 8716478.6 **Grant Date:** 11/07/1990 **App Date:** 13/07/1987 **Applicant:** AE PLC **Desc. Title:** Tin-Cobalt Overlays

**Case Ref:** P/33.IT **Country:** P (Italy) **Patent No:** 0254355 **App No:** 87201325.5 **Grant Date:** 05/09/1990 **App Date:** 13/07/1987 **Applicant:** AE PLC **Desc. Title:** Tin-Cobalt Overlays

**Case Ref:** P/33.JP **Country:** Japan **Patent No:** 2605049 **App No:** 177388/87 **Grant Date:** 13/02/1997 **App Date:** 17/07/1987 **Applicant:** AE PLC **Desc. Title:** Tin-Cobalt Overlays

**Case Ref:** P/33.US **Country:** United States **Patent No:** 4795682 **App No:** 07/72532 **Grant Date:** 03/01/1989 **App Date:** 13/07/1987 **Applicant:** AE PLC **Desc. Title:** Tin-Cobalt Overlays

**Case Ref:** P/40.GB2 **Country:** United Kingdom **Patent No:** 2196704 **App No:** 8724225.1 **Grant Date:** 02/05/1990 **App Date:** 15/10/1987 **Applicant:** AE PLC **Desc. Title:** Flanged Bearings

**Case Ref:** P/76.DE **Country:** Germany **Patent No:** P 2842494 **App No:** 2842494.4 **Grant Date:** 09/06/1983 **App Date:** 29/09/1978 **Applicant:** Vandervell Limited **Desc. Title:** High Strength Bearing Material

**Case Ref:** P/81.AT **Country:** EP (Austria) **Patent No:** 0048579 **App No:** 81304194.4 **Grant Date:** 19/12/1984 **App Date:** 14/09/1981 **Applicant:** GKN Vandervell Limited **Desc. Title:** Ion Exchange Membrane

**Case Ref:** P/81.BE **Country:** EP (Belgium) **Patent No:** 0048579 **App No:** 81304194.4 **Grant Date:** 19/12/1984 **App Date:** 14/09/1981 **Applicant:** GKN Vandervell Limited **Desc. Title:** Ion Exchange Membrane

**Case Ref:** P/81.CA **Country:** Canada (No Fee) **Patent No:** 1172599 **App No:** 386328 **Grant Date:** 14/08/1984 **App Date:** 21/09/1981 **Applicant:** GKN Vandervell Limited **Desc. Title:** Ion Exchange Membrane

**Case Ref:** P/81.CH **Country:** EP (Switzerland) **Patent No:** 0048579 **App No:** 81304194.4 **Grant Date:** 19/12/1984 **App Date:** 14/09/1981 **Applicant:** GKN Vandervell Limited **Desc. Title:** Ion Exchange Membrane

**Case Ref:** P/81.DE **Country:** EP (Germany) **Patent No:** P3167841 **App No:** 81304194.4 **Grant Date:** 19/12/1984 **App Date:** 14/09/1981 **Applicant:** GKN Vandervell Limited **Desc. Title:** Ion Exchange Membrane

**Case Ref:** P/81.FR **Country:** EP (France) **Patent No:** 0048579 **App No:** 81304194.4 **Grant Date:** 19/12/1984 **App Date:** 14/09/1981 **Applicant:** GKN Vandervell Limited **Desc. Title:** Ion Exchange Membrane

**Case Ref:** P/81.GB2 **Country:** EP (United Kingdom) **Patent No:** 0048579 **App No:** 81304194.4 **Grant Date:** 19/12/1984 **App Date:** 14/09/1981 **Applicant:** GKN Vandervell Limited **Desc. Title:** Ion Exchange Membrane

**Case Ref:** P/81.NL **Country:** EP (Netherlands) **Patent No:** 0048579 **App No:** 81304194.4 **Grant Date:** 19/12/1984 **App Date:** 14/09/1981 **Applicant:** GKN Vandervell Limited **Desc. Title:** Ion Exchange Membrane

**Case Ref:** P/83.GB2 **Country:** United Kingdom **Patent No:** 2156011 **App No:** 85066620 **Grant Date:** 03/06/1987 **App Date:** 14/03/1985 **Applicant:** GKN Vandervell Limited **Desc. Title:** Bearing Damage Indication

**Case Ref:** P/619.US **Country:** United States (No Fee) **Patent No:** 4386118 **App No:** 704800 **Grant Date:** 31/05/1983 **App Date:** 13/07/1976 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** PPS

**Case Ref:** P/637.US2 **Country:** United States (No Fee) **Patent No:** 4228895 **App No:** 53,518 **Grant Date:** 15/09/1981 **App Date:** 29/06/1979 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Laser Beam Welding of Flanges

**Case Ref:** P/649.AT **Country:** Austria **Patent No:** 376595 **App No:** 2128/79 **Grant Date:** 10/12/1984 **App Date:** 21/03/1979 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Laser Beam Welding Apparatus

**Case Ref:** P/649.DE **Country:** Germany **Patent No:** 2943228 **App No:** P2943228.8 **Grant Date:** 25/08/1988 **App Date:** 21/03/1979 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Laser Beam Welding Apparatus

**Case Ref:** P/649.GB2 **Country:** United Kingdom **Patent No:** 2041811 **App No:** 8013077 **Grant Date:** 06/05/1982 **App Date:** 21/03/1979 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Laser Beam Welding Apparatus

**Case Ref:** P/649.US **Country:** United States (No Fee) **Patent No:** 4326118  
**App No:** 173,134 **Grant Date:** 20/04/1982 **App Date:** 21/03/1979 **Applicant:**  
The Glacier Metal Company Limited **Desc. Title:** Laser Beam Welding Apparatus

**Case Ref:** P/652.US **Country:** United States (No Fee) **Patent No:** 4301213  
**App No:** 165123 **Grant Date:** 17/11/1981 **App Date:** 08/02/1979 **Applicant:**  
The Glacier Metal Company Limited **Desc. Title:** PPS Bonded to Steel with Frit

**Case Ref:** P/662.DE **Country:** EP (Germany) **Patent No:** 3173059.0 **App No:**  
81901800.3 **Grant Date:** 27/11/1985 **App Date:** 02/07/1981 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Solvents For PPS

**Case Ref:** P/662.FR **Country:** EP (France) **Patent No:** 0055273 **App No:**  
81901800.3 **Grant Date:** 27/11/1985 **App Date:** 02/07/1981 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Solvents For PPS

**Case Ref:** P/662.GB2 **Country:** EP (United Kingdom) **Patent No:** 0055273  
**App No:** 81901800.3 **Grant Date:** 27/11/1985 **App Date:** 02/07/1981  
**Applicant:** The Glacier Metal Company Limited **Desc. Title:** Solvents For PPS

**Case Ref:** P/662.US **Country:** United States **Patent No:** 4413083 **App No:**  
359,664 **Grant Date:** 01/11/1983 **App Date:** 02/07/1981 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Solvents For PPS

**Case Ref:** P/669.GB **Country:** United Kingdom **Patent No:** 2079867 **App**  
**No:** 8023069 **Grant Date:** 16/05/1984 **App Date:** 15/07/1980 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** High Fatigue Plastic B'ing Mat

**Case Ref:** P/675.DE **Country:** Germany **Patent No:** 3238987 **App No:**  
P32389987.6 **Grant Date:** 16/07/1992 **App Date:** 21/10/1982 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** PPS/Peek Alloy

**Case Ref:** P/675.FR **Country:** France **Patent No:** 8217638 **App No:** 8217638  
**Grant Date:** 27/06/1986 **App Date:** 21/10/1982 **Applicant:** The Glacier Metal  
Company Limited **Desc. Title:** PPS/Peek Alloy

**Case Ref:** P/675.GB2 **Country:** United Kingdom **Patent No:** 2108983 **App**  
**No:** 8230115 **Grant Date:** 19/12/1984 **App Date:** 21/10/1982 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** PPS/Peek Alloy

**Case Ref:** P/675.IT **Country:** Italy **Patent No:** 1158021 **App No:** 21/10/1982  
**Grant Date:** 18/02/1987 **App Date:** 21/10/1982 **Applicant:** The Glacier Metal  
Company Limited **Desc. Title:** PPS/Peek Alloy

**Case Ref:** P/675.JP **Country:** Japan **Patent No:** 1787772 **App No:** 57-184805  
**Grant Date:** 10/09/1993 **App Date:** 22/10/1982 **Applicant:** The Glacier Metal  
Company Limited **Desc. Title:** PPS/Peek Alloy

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**Case Ref:** P/675.US **Country:** United States **Patent No:** RE.32,595 **App No:** 824,798 **Grant Date:** 09/02/1988 **App Date:** 22/10/1982 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** PPS/Peek Alloy

**Case Ref:** P/675.ZA **Country:** South Africa **Patent No:** 82/7687 **App No:** 82/7687 **Grant Date:** 27/06/1984 **App Date:** 20/10/1982 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** PPS/Peek Alloy

**Case Ref:** P/676.GB **Country:** United Kingdom **Patent No:** 121722 **App No:** 8216621 **Grant Date:** 18/12/1985 **App Date:** 08/06/1982 **Applicant:** AE PLC **Desc. Title:** High Molecular PPS Bearings

**Case Ref:** P/685.CA **Country:** Canada (No Fee) **Patent No:** 1227184 **App No:** 449,484 **Grant Date:** 22/09/1987 **App Date:** 13/03/1984 **Applicant:** AE PLC **Desc. Title:** PFTE/Peek/Graphite/Bronze

**Case Ref:** P/685.GB2 **Country:** United Kingdom **Patent No:** 2136439 **App No:** 8406547 **Grant Date:** 16/04/1986 **App Date:** 13/03/1984 **Applicant:** AE PLC **Desc. Title:** Hi-ex

**Case Ref:** P/685.JP **Country:** Japan **Patent No:** 1590510 **App No:** P11621JP **Grant Date:** 30/11/1990 **App Date:** 14/03/1984 **Applicant:** AE PLC **Desc. Title:** PFTE/Peek/Graphite/Bronze

**Case Ref:** P/685.US **Country:** United States **Patent No:** 4592782 **App No:** 588,386 **Grant Date:** 03/06/1986 **App Date:** 12/03/1984 **Applicant:** AE PLC **Desc. Title:** PFTE/Peek/Graphite/Bronze

**Case Ref:** P/698.AR **Country:** Argentina **Patent No:** 236060 **App No:** 302027 **Grant Date:** 30/10/1987 **App Date:** 22/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.AU **Country:** Australia **Patent No:** 581692 **App No:** 48874/85 **Grant Date:** 09/06/1989 **App Date:** 21/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.BR **Country:** Brazil **Patent No:** PI8505232 **App No:** PI8505232 **Grant Date:** 25/09/1990 **App Date:** 21/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.CA **Country:** Canada (No Fee) **Patent No:** 1246538 **App No:** 493,452 **Grant Date:** 13/12/1988 **App Date:** 21/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.CN **Country:** China **Patent No:** 938 **App No:** 85109639.5 **Grant Date:** 24/05/1988 **App Date:** 21/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.DE **Country:** EP (Germany) **Patent No:** 3580741.5 **App No:** 85307552.1 **Grant Date:** 28/11/1990 **App Date:** 18/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.ES **Country:** Spain **Patent No:** 548071 **App No:** 548071 **Grant Date:** 13/10/1986 **App Date:** 21/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.FR **Country:** EP (France) **Patent No:** 0183375 **App No:** 85307552.1 **Grant Date:** 28/11/1990 **App Date:** 18/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.GB2 **Country:** United **Patent No:** 2166142 **App No:** 8525729 **Grant Date:** 02/03/1988 **App Date:** 18/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.GB3 **Country:** EP (United Kingdom) **Patent No:** 0183375 **App No:** 85307552.1 **Grant Date:** 28/11/1990 **App Date:** 18/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.IN **Country:** India **Patent No:** 166217 **App No:** 832/MAS/85 **Grant Date:** 09/11/1990 **App Date:** 22/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.IT **Country:** EP (Italy) **Patent No:** 0183375 **App No:** 85307552.1 **Grant Date:** 28/11/1990 **App Date:** 18/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/698.ZA **Country:** South Africa **Patent No:** 85/8086 **App No:** 85/8086 **Grant Date:** 27/05/1987 **App Date:** 21/10/1985 **Applicant:** AE PLC **Desc. Title:** Cavit Resistant Bearing Material

**Case Ref:** P/700.AR **Country:** Argentina **Patent No:** 247228 **App No:** 303406 **Grant Date:** 30/11/1994 **App Date:** 15/03/1985 **Applicant:** AE PLC **Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.AU **Country:** Australia **Patent No:** 577933 **App No:** 54702/86 **Grant Date:** 06/10/1988 **App Date:** 13/03/1986 **Applicant:** AE PLC **Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.BR **Country:** Brazil **Patent No:** PI8601099 **App No:** PI8601099 **Grant Date:** 27/04/1993 **App Date:** 13/03/1986 **Applicant:** AE PLC **Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.CA **Country:** Canada **Patent No:** 1286829 **App No:** 504,133 **Grant Date:** 23/07/1991 **App Date:** 14/03/1986 **Applicant:** AE PLC **Desc. Title:** Erosion Resistant DU

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**Case Ref:** P/700.CN **Country:** China **Patent No:** 932 **App No:** 86101638.6  
**Grant Date:** 31/05/1988 **App Date:** 14/03/1986 **Applicant:** AE PLC **Desc.**  
**Title:** Erosion Resistant DU

**Case Ref:** P/700.DE **Country:** EP (Germany) **Patent No:** P3660391.0 **App**  
**No:** 14/03/1986 **Grant Date:** 13/07/1988 **App Date:** 86301858.6 **Applicant:**  
AE PLC **Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.ES **Country:** Spain **Patent No:** 553,024/5 **App No:** 553,024  
**Grant Date:** 03/04/1987 **App Date:** 14/03/1986 **Applicant:** AE PLC **Desc.**  
**Title:** Erosion Resistant DU

**Case Ref:** P/700.FR **Country:** EP (France) **Patent No:** 0194893 **App No:**  
86301858.6 **Grant Date:** 13/07/1988 **App Date:** 14/03/1986 **Applicant:** AE  
PLC **Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.GB **Country:** United Kingdom **Patent No:** 2172296 **App**  
**No:** 8506807 **Grant Date:** 06/07/1988 **App Date:** 15/03/1985 **Applicant:** AE  
PLC **Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.IN **Country:** India **Patent No:** 167182 **App No:**  
184/MAS/86 **Grant Date:** 19/04/1991 **App Date:** 14/03/1986 **Applicant:** AE  
PLC **Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.IT **Country:** EP (Italy) **Patent No:** 0194893 **App No:**  
86301858.6 **Grant Date:** 13/07/1988 **App Date:** 14/03/1986 **Applicant:** AE  
PLC **Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.JP **Country:** Japan **Patent No:** 1576020 **App No:** 057998/86  
**Grant Date:** 24/08/1990 **App Date:** 15/03/1986 **Applicant:** AE PLC **Desc.**  
**Title:** Erosion Resistant DU

**Case Ref:** P/700.KR **Country:** South Korea **Patent No:** 43480 **App No:**  
1855/1986 **Grant Date:** 08/08/1991 **App Date:** 14/03/1986 **Applicant:** AE  
PLC **Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.MX **Country:** Mexico **Patent No:** 166889 **App No:** 1880  
**Grant Date:** 11/02/1993 **App Date:** 14/03/1986 **Applicant:** AE PLC **Desc.**  
**Title:** Erosion Resistant DU

**Case Ref:** P/700.PL **Country:** Poland **Patent No:** 147533 **App No:** P-258428  
**Grant Date:** 04/11/1988 **App Date:** 14/03/1986 **Applicant:** AE PLC **Desc.**  
**Title:** Erosion Resistant DU

**Case Ref:** P/700.RU **Country:** Russian Federation **Patent No:** 1627094 **App**  
**No:** 4027169/27 **Grant Date:** 07/02/1991 **App Date:** 14/03/1986 **Applicant:**  
AE PLC **Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.TW **Country:** Taiwan **Patent No:** 36103 **App No:** 7510112  
**Grant Date:** 01/12/1989 **App Date:** 14/03/1986 **Applicant:** AE PLC **Desc.**  
**Title:** Erosion Resistant DU

**Case Ref:** P/700.US **Country:** United States **Patent No:** 4657683 **App No:**  
839,429 **Grant Date:** 14/04/1987 **App Date:** 13/03/1986 **Applicant:** AE PLC  
**Desc. Title:** Erosion Resistant DU

**Case Ref:** P/700.ZA **Country:** South Africa **Patent No:** 86/1891 **App No:**  
86/1891 **Grant Date:** 28/10/1987 **App Date:** 13/03/1986 **Applicant:** AE PLC  
**Desc. Title:** Erosion Resistant DU

**Case Ref:** P/909.CA **Country:** Canada (No Fee) **Patent No:** 1119900 **App**  
**No:** 323809 **Grant Date:** 16/03/1982 **App Date:** 20/03/1979 **Applicant:**  
Imperial Clevite Inc. **Desc. Title:** Comp Structure Plating Process

**Case Ref:** P/911.CA **Country:** Canada (No Fee) **Patent No:** 1153728 **App**  
**No:** 340975 **Grant Date:** 13/09/1983 **App Date:** 30/11/1979 **Applicant:**  
Imperial Clevite Inc. **Desc. Title:** Removing Copper Ions from Bath

**Case Ref:** P/911.US **Country:** United States (No Fee) **Patent No:** 4187166  
**App No:** 5602 **Grant Date:** **App Date:** 05/02/1980 22/01/1979 **Applicant:** JPI  
Transportation Products Inc. **Desc. Title:** Removing Copper Ions from Bath

**Case Ref:** P/912.US **Country:** United States (No Fee) **Patent No:** 4333215  
**App No:** 49102 **Grant Date:** 08/06/1982 **App Date:** 10/06/1979 **Applicant:**  
JPI Transportation Products Inc. **Desc. Title:** Br'g Material & Method of Making

**Case Ref:** P/913.CA **Country:** Canada (No Fee) **Patent No:** 1165275 **App**  
**No:** 394288 **Grant Date:** 10/04/1984 **App Date:** 15/01/1982 **Applicant:**  
Imperial Clevite Inc. **Desc. Title:** Evap'n Driven C-flow Rinse Sys

**Case Ref:** P/913.US **Country:** United States (No Fee) **Patent No:** 4379031  
**App No:** 225709 **Grant Date:** 05/04/1983 **App Date:** 16/01/1981 **Applicant:**  
JPI Transportation Products Inc. **Desc. Title:** Evap'n Driven C-flow Rinse Sys

**Case Ref:** P/914.CA **Country:** Canada (No Fee) **Patent No:** 1175778 **App**  
**No:** 820622 **Grant Date:** 09/10/1984 **App Date:** 22/06/1982 **Applicant:**  
Imperial Clevite Inc. **Desc. Title:** U-high Current density E-P cell

**Case Ref:** P/915.CA **Country:** Canada (No Fee) **Patent No:** 1185843 **App**  
**No:** 368101 **Grant Date:** 23/04/1985 **App Date:** 08/01/1981 **Applicant:**  
Imperial Clevite Inc. **Desc. Title:** Wear Resist Metallic Article

**Case Ref:** P/915.JP **Country:** Japan **Patent No:** 1528512 **App No:** 3990/81  
**Grant Date:** 30/10/1989 **App Date:** 16/01/1981 **Applicant:** Imperial Clevite  
Inc. **Desc. Title:** Wear Resist Metallic Article

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**Case Ref:** P/915.US **Country:** United States (No Fee) **Patent No:** 4495252  
**App No:** 112525 **Grant Date:** 22/01/1985 **App Date:** 16/01/1980 **Applicant:**  
JPI Transportation Products Inc. **Desc. Title:** Wear Resist Metallic Article

**Case Ref:** P/917.BR **Country:** Brazil **Patent No:** PI 8400454 **App No:**  
8400545 **Grant Date:** 28/07/1987 **App Date:** 02/02/1999 **Applicant:** Clevite  
S.r.l. **Desc. Title:** Flanged Half-Brg for Motor App

**Case Ref:** P/917.DE **Country:** Germany **Patent No:** 3345652 **App No:** P  
3345652.6 **Grant Date:** 19/05/1993 **App Date:** 16/12/1983 **Applicant:** Clevite  
S.r.l. **Desc. Title:** Flanged Half-Brg for Motor App

**Case Ref:** P/917.FR **Country:** France **Patent No:** 8401414 **App No:** 8401414  
**Grant Date:** 26/06/1987 **App Date:** 30/01/1984 **Applicant:** Clevite S.r.l.  
**Desc. Title:** Flanged Half-Brg for Motor App

**Case Ref:** P/917.GB **Country:** United Kingdom **Patent No:** 2134189 **App**  
**No:** 8400778 **Grant Date:** 21/05/1986 **App Date:** 12/01/1984 **Applicant:**  
Clevite S.r.l. **Desc. Title:** Flanged Half-Brg for Motor App

**Case Ref:** P/917.IT **Country:** Italy **Patent No:** 1175166 **App No:** 84909/83  
**Grant Date:** 01/07/1987 **App Date:** 03/02/1983 **Applicant:** Clevite S.r.l.  
**Desc. Title:** Flanged Half-Brg for Motor App

**Case Ref:** P/918.AU **Country:** Australia **Patent No:** 585816 **App No:**  
73740/87 **Grant Date:** 13/10/1989 **App Date:** 02/06/1987 **Applicant:** JPI  
Transportation Products Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/918.BR **Country:** Brazil **Patent No:** PI8702767.4 **App No:**  
PI8702767.4 **Grant Date:** 25/07/1995 **App Date:** 29/05/1987 **Applicant:**  
Imperial Clevite Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/918.CA **Country:** Canada **Patent No:** 1278154 **App No:** 538523  
**Grant Date:** 27/12/1990 **App Date:** 01/06/1987 **Applicant:** JPI Transportation  
Products Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/918.DE **Country:** EP (Germany) **Patent No:** P3781032.4 **App**  
**No:** 87304126.3 **Grant Date:** 12/08/1992 **App Date:** 08/05/1987 **Applicant:**  
JPI Transportation Products Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/918.FR **Country:** EP (France) **Patent No:** 0248546 **App No:**  
87304126.3 **Grant Date:** 12/08/1992 **App Date:** 08/05/1987 **Applicant:** JPI  
Transportation Products Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/918.GB **Country:** EP (United Kingdom) **Patent No:** 0248546  
**App No:** 87304126.3 **Grant Date:** 12/08/1992 **App Date:** 08/05/1987  
**Applicant:** JPI Transportation Products Inc. **Desc. Title:** Heat Treating Bearing  
Materials

**Case Ref:** P/918.IN **Country:** India **Patent No:** 167764 **App No:** 408/DEL/87  
**Grant Date:** 06/09/1991 **App Date:** 12/05/1987 **Applicant:** JPI Transportation  
Products Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/918.IT **Country:** EP (Italy) **Patent No:** 0248546 **App No:**  
87304126.3 **Grant Date:** 12/08/1992 **App Date:** 08/05/1987 **Applicant:** JPI  
Transportation Products Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/918.JP **Country:** Japan **Patent No:** 2502600 **App No:** 138036/87  
**Grant Date:** 13/03/1996 **App Date:** 01/06/1987 **Applicant:** JPI Transportation  
Products Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/918.KR **Country:** South Korea **Patent No:** 108516 **App No:**  
5544/1987 **Grant Date:** 02/12/1996 **App Date:** 01/06/1987 **Applicant:** JPI  
Transportation Products Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/918.MX **Country:** Mexico **Patent No:** 164473 **App No:** 6477  
**Grant Date:** 19/08/1992 **App Date:** 14/05/1987 **Applicant:** JPI Transportation  
Products Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/918.US **Country:** United States **Patent No:** 4734967 **App No:**  
869489 **Grant Date:** 05/04/1988 **App Date:** 02/06/1986 **Applicant:** Imperial  
Clevite Inc. **Desc. Title:** Heat Treating Bearing Materials

**Case Ref:** P/919.US **Country:** United States **Patent No:** 4751777 **App No:**  
06/902538 **Grant Date:** 21/06/1988 **App Date:** 02/09/1986 **Applicant:** JPI  
Acquisitions Inc. **Desc. Title:** Full Round Bush Manufacturing Method

**Case Ref:** P/927.US **Country:** United States **Patent No:** 5026967 **App No:**  
07/550085 **Grant Date:** 25/06/1991 **App Date:** 09/07/1990 **Applicant:** JPI  
Transportation Products Inc. **Desc. Title:** Vision Enhanced Laser Welder

**Case Ref:** P/928.US **Country:** United States **Patent No:** 5114246 **App No:**  
620727 **Grant Date:** 19/05/1992 **App Date:** 03/12/1990 **Applicant:** JPI  
Transportation Products Inc. **Desc. Title:** Floating Flange Half Bearing

**Case Ref:** P/1997.DE **Country:** EP (Germany) **Patent No:** P3878103.4 **App  
No:** 88201810.4 **Grant Date:** 03/02/1993 **App Date:** 25/08/1988 **Applicant:**  
Glacier Vandervell SA **Desc. Title:** Dissimilar bearing halves

**Case Ref:** P/1997.ES **Country:** EP (Spain) **Patent No:** 2037817 **App No:**  
88201810.4 **Grant Date:** 03/02/1993 **App Date:** 25/08/1988 **Applicant:**  
Glacier Vandervell SA **Desc. Title:** Dissimilar bearing halves

**Case Ref:** P/1997.FR **Country:** EP (France) **Patent No:** 0307028 **App No:**  
88201810.4 **Grant Date:** 03/02/1993 **App Date:** 25/08/1988 **Applicant:**  
Glacier Vandervell SA **Desc. Title:** Dissimilar bearing halves

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**Case Ref:** P/1997.GB2 **Country:** United Kingdom **Patent No:** 2209566 **App No:** 8820155.3 **Grant Date:** 11/09/1991 **App Date:** 25/08/1988 **Applicant:** Glacier Vandervell SA **Desc. Title:** Dissimilar bearing halves

**Case Ref:** P/1997.IT **Country:** EP (Italy) **Patent No:** 0307028 **App No:** 88201810.4 **Grant Date:** 03/02/1993 **App Date:** 25/08/1988 **Applicant:** Glacier Vandervell SA **Desc. Title:** Dissimilar bearing halves

**Case Ref:** P/1997.US **Country:** United States **Patent No:** 4889435 **App No:** 07/240709 **Grant Date:** 26/12/1989 **App Date:** 06/09/1988 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Dissimilar bearing halves

**Case Ref:** P/2000.DE **Country:** EP (Germany) **Patent No:** 3879830.1 **App No:** 88201811.2 **Grant Date:** 31/03/1993 **App Date:** 25/08/1988 **Applicant:** Societe Industrielle des Coussinets SA **Desc. Title:** Freely Assoc'd Thrust Washers

**Case Ref:** P/2000.ES **Country:** EP (Spain) **Patent No:** 2039593 **App No:** 88201811.2 **Grant Date:** 31/03/1993 **App Date:** 25/08/1988 **Applicant:** Societe Industrielle des Coussinets SA **Desc. Title:** Freely Assoc'd Thrust Washers

**Case Ref:** P/2000.FR **Country:** EP (France) **Patent No:** 0307984 **App No:** 88201811.2 **Grant Date:** 31/03/1993 **App Date:** 25/08/1988 **Applicant:** Societe Industrielle des Coussinets SA **Desc. Title:** Freely Assoc'd Thrust Washers

**Case Ref:** P/2000.GB **Country:** United Kingdom **Patent No:** 2210113 **App No:** 8820156.1 **Grant Date:** 04/09/1991 **App Date:** 25/08/1988 **Applicant:** Glacier Vandervell SA **Desc. Title:** Freely Assoc'd Thrust Washers

**Case Ref:** P/2000.IT **Country:** EP (Italy) **Patent No:** 0307984 **App No:** 88201811.2 **Grant Date:** 31/03/1993 **App Date:** 25/08/1988 **Applicant:** Societe Industrielle des Coussinets SA **Desc. Title:** Freely Assoc'd Thrust Washers

**Case Ref:** P/2000.US **Country:** United States **Patent No:** 4924523 **App No:** 07/241,114 **Grant Date:** 08/05/1990 **App Date:** 06/09/1988 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Freely Assoc'd Thrust Washers

**Case Ref:** P/2076.GB2 **Country:** United Kingdom **Patent No:** 2225393 **App No:** 8926318.0 **Grant Date:** 02/12/1992 **App Date:** 21/11/1989 **Applicant:** Vandervell Limited **Desc. Title:** Offset "K" flange

**Case Ref:** P/2076.US **Country:** United States **Patent No:** 4989998 **App No:** 07/473904 **Grant Date:** 05/02/1991 **App Date:** 17/11/1989 **Applicant:** Vandervell Limited **Desc. Title:** Offset "K" flange

**Case Ref:** P/2077.GB2 **Country:** United Kingdom **Patent No:** 2225392 **App No:** 8926317.2 **Grant Date:** 19/08/1992 **App Date:** 21/11/1989 **Applicant:** Vandervell Limited **Desc. Title:** Single-lug "K" Flange

**Case Ref:** P/2111.AT **Country:** EP (Austria) **Patent No:** E123078 **App No:** 90909691.9 **Grant Date:** 24/05/1995 **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.BR **Country:** Brazil **Patent No:** Pending **App No:** PI9006838 **Grant Date:** Pending **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.DE **Country:** EP (Germany) **Patent No:** 69019710.1 **App No:** 90909691.9 **Grant Date:** 24/05/1995 **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.ES **Country:** EP (Spain) **Patent No:** 2074166 **App No:** 90909691.9 **Grant Date:** 24/05/1995 **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.FR **Country:** EP (France) **Patent No:** 0435980 **App No:** 90909691.9 **Grant Date:** 24/05/1995 **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.GB2 **Country:** United Kingdom **Patent No:** 2233718 **App No:** 9013355.4 **Grant Date:** 26/05/1993 **App Date:** 15/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.IT **Country:** EP (Italy) **Patent No:** 0435980 **App No:** 90909691.9 **Grant Date:** 24/05/1995 **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.JP **Country:** Japan **Patent No:** Pending **App No:** 509163/90 **Applicant:** T&N Technology Limited **Grant Date:** Pending **App Date:** 18/06/1990 **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.KR **Country:** South Korea **Patent No:** Pending **App No:** 700,243/1991 **Grant Date:** Pending **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.NL **Country:** EP (Netherlands) **Patent No:** 0435980 **App No:** 90909691.9 **Grant Date:** 24/05/1995 **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.RU **Country:** Russian Federation **Patent No:** 2018735 **App No:** 4894981.27 **Grant Date:** 30/08/1994 **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

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**Case Ref:** P/2111.SE **Country:** EP (Sweden) **Patent No:** 0435980 **App No:** 90909691.9 **Grant Date:** 24/05/1995 **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.US **Country:** United States **Patent No:** 5,209,578 **App No:** 07/640365 **Grant Date:** 11/05/1993 **App Date:** 18/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2111.ZA **Country:** South Africa **Patent No:** 90/4953 **App No:** 90/4953 **Grant Date:** 27/03/1991 **App Date:** 26/06/1990 **Applicant:** T&N Technology Limited **Desc. Title:** Sputtered Bearings

**Case Ref:** P/2138.AU **Country:** Australia **Patent No:** 633162 **App No:** 67619/90 **Grant Date:** 14/05/1993 **App Date:** 30/11/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** RB85-PVDF Bearing Material

**Case Ref:** P/2138.BR **Country:** Brazil **Patent No:** PI9006004-0 **App No:** PI9006004 **Grant Date:** 26/08/1997 **App Date:** 27/11/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** RB85-PVDF Bearing Material

**Case Ref:** P/2138.DE **Country:** EP (Germany) **Patent No:** 69012285.3 **App No:** 90202993.3 **Grant Date:** 07/09/1994 **App Date:** 12/11/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** RB85-PVDF Bearing Material

**Case Ref:** P/2138.ES **Country:** EP (Spain) **Patent No:** 0430324 **App No:** 90202993.3 **Grant Date:** 07/09/1994 **App Date:** 12/11/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** RB85-PVDF Bearing Material

**Case Ref:** P/2138.FR **Country:** EP (France) **Patent No:** 0430324 **App No:** 90202993.3 **Grant Date:** 07/09/1994 **App Date:** 12/11/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** RB85-PVDF Bearing Material

**Case Ref:** P/2138.GB2 **Country:** United Kingdom **Patent No:** 2238548 **App No:** 9024540.8 **Grant Date:** 09/12/1992 **App Date:** 12/11/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** RB85-PVDF Bearing Material

**Case Ref:** P/2138.IT **Country:** EP (Italy) **Patent No:** 0430324 **App No:** 90202993.3 **Grant Date:** 07/09/1994 **App Date:** 12/11/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** RB85-PVDF Bearing Material

**Case Ref:** P/2138.KR **Country:** South Korea **Patent No:** Pending **App No:** 19584/1990 **Grant Date:** Pending **App Date:** 30/11/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** RB85-PVDF Bearing Material

**Case Ref:** P/2138.US **Country:** United States **Patent No:** 5153253 **App No:** 07/611699 **Grant Date:** 06/10/1992 **App Date:** 13/11/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** RB85-PVDF Bearing Material

**Case Ref:** P/2154.AT **Country:** EP (Austria) **Patent No:** E 123115 **App No:** 91200409.0 **Grant Date:** 24/05/1995 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 1 Flanged Bush

**Case Ref:** P/2154.DE **Country:** EP (Germany) **Patent No:** 69109892.1 **App No:** 91200409.0 **Grant Date:** 24/05/1995 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 1 Flanged Bush

**Case Ref:** P/2154.ES **Country:** EP (Spain) **Patent No:** 2074214 **App No:** 91200409.0 **Grant Date:** 24/05/1995 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 1 Flanged Bush

**Case Ref:** P/2154.FR **Country:** EP (France) **Patent No:** 0444754 **App No:** 91200409.0 **Grant Date:** 24/05/1995 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 1 Flanged Bush

**Case Ref:** P/2154.GB2 **Country:** United Kingdom **Patent No:** 2241752 **App No:** 9104027.9 **Grant Date:** 04/05/1994 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 1 Flanged Bush

**Case Ref:** P/2154.IT **Country:** EP (Italy) **Patent No:** 0444754 **App No:** 91200409.0 **Grant Date:** 24/05/1995 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 1 Flanged Bush

**Case Ref:** P/2154.US **Country:** United States **Patent No:** 5145264 **App No:** 07/661183 **Grant Date:** 08/09/1992 **App Date:** 27/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 1 Flanged Bush

**Case Ref:** P/2155.AT **Country:** EP (Austria) **Patent No:** E 120836 **App No:** 91200410.8 **Grant Date:** 05/04/1995 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 2 Flanged Bush

**Case Ref:** P/2155.DE **Country:** EP (Germany) **Patent No:** 69108592.7 **App No:** 91200410.8 **Grant Date:** 05/04/1995 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 2 Flanged Bush

**Case Ref:** P/2155.ES **Country:** EP (Spain) **Patent No:** 2070412 **App No:** 91200410.8 **Grant Date:** 05/04/1995 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 2 Flanged Bush

**Case Ref:** P/2155.FR **Country:** EP (France) **Patent No:** 0444755 **App No:** 91200410.8 **Grant Date:** 05/04/1995 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 2 Flanged Bush

**Case Ref:** P/2155.GB2 **Country:** United Kingdom **Patent No:** 9104026.1 **App No:** 2241751 **Grant Date:** 01/06/1994 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 2 Flanged Bush

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**Case Ref:** P/2155.IT **Country:** EP (Italy) **Patent No:** 0444755 **App No:** 91200410.8 **Grant Date:** 05/04/1995 **App Date:** 26/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 2 Flanged Bush

**Case Ref:** P/2155.US **Country:** United States **Patent No:** 5139348 **App No:** 07/661184 **Grant Date:** 18/08/1992 **App Date:** 27/02/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Type 2 Flanged Bush

**Case Ref:** P/2189.DE **Country:** EP (Germany) **Patent No:** P69105513.0 **App No:** 91916415.2 **Grant Date:** 30/11/1994 **App Date:** 03/09/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Non Toxic DU

**Case Ref:** P/2189.FR **Country:** EP (France) **Patent No:** 0546070 **App No:** 91916415.2 **Grant Date:** 30/11/1994 **App Date:** 03/09/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Non Toxic DU

**Case Ref:** P/2189.GB2 **Country:** United Kingdom **Patent No:** 2248238 **App No:** 9118810.2 **Grant Date:** 23/03/1994 **App Date:** 03/09/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Non Toxic DU

**Case Ref:** P/2220.AT **Country:** EP (Austria) **Patent No:** E 150851 **App No:** PCT/GB92/00300 **Grant Date:** 26/03/1997 **App Date:** 20/02/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Composite overlays

**Case Ref:** P/2220.DE **Country:** EP (Germany) **Patent No:** 69218588.7 **App No:** PCT/GB92/00300 **Grant Date:** 26/03/1997 **App Date:** 20/02/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Composite overlays

**Case Ref:** P/2220.ES **Country:** EP (Spain) **Patent No:** 2099248 **App No:** PCT/GB92/00300 **Grant Date:** 26/03/1997 **App Date:** 20/02/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Composite overlays

**Case Ref:** P/2220.FR **Country:** EP (France) **Patent No:** 0571481 **App No:** PCT/GB92/00300 **Grant Date:** 26/03/1997 **App Date:** 20/02/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Composite overlays

**Case Ref:** P/2220.GB2 **Country:** United Kingdom **Patent No:** 2253412 **App No:** 9203593.0 **Grant Date:** 05/07/1995 **App Date:** 20/02/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Composite overlays

**Case Ref:** P/2220.IT **Country:** EP (Italy) **Patent No:** 0571481 **App No:** PCT/GB92/00300 **Grant Date:** 26/03/1997 **App Date:** 20/02/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Composite overlays

**Case Ref:** P/2220.JP **Country:** Japan **Patent No:** Pending **App No:** 505032/92 **Grant Date:** Pending **App Date:** 20/02/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Composite overlays

**Case Ref:** P/2220.US2 **Country:** United States **Patent No:** Pending **App No:** 08/436955 **Grant Date:** Pending **App Date:** 12/07/1993 **Applicant:** T&N Technology Limited **Desc. Title:** Composite overlays

**Case Ref:** P/2220.US3 **Country:** United States **Patent No:** 5770323 **App No:** 08/606275 **Grant Date:** 23/06/1998 **App Date:** 12/07/1993 **Applicant:** T&N Technology Limited **Desc. Title:** Composite overlays

**Case Ref:** P/2263.GB2 **Country:** United Kingdom **Patent No:** 2 262 576 **App No:** 9226356.5 **Grant Date:** 04/01/1995 **App Date:** 17/12/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Bearing w/Inj Moulded Flange

**Case Ref:** P/2263.US **Country:** United States **Patent No:** 5520466 **App No:** 08/244,676 **Grant Date:** 28/05/1996 **App Date:** 17/12/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Bearing w/Inj Moulded Flange

**Case Ref:** P/2264.DE **Country:** EP (Germany) **Patent No:** 69218249 T2 **App No:** 93900290.3 **Grant Date:** 12/03/1997 **App Date:** 17/12/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Plastic Bearing Bush

**Case Ref:** P/2264.ES **Country:** EP (Spain) **Patent No:** 2098723 T3 **App No:** 93900290.3 **Grant Date:** 12/03/1997 **App Date:** 17/12/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Plastic Bearing Bush

**Case Ref:** P/2264.FR **Country:** EP (France) **Patent No:** 0618944 **App No:** 93900290.3 **Grant Date:** 12/03/1997 **App Date:** 17/12/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Plastic Bearing Bush

**Case Ref:** P/2264.GB **Country:** United Kingdom **Patent No:** 2262784 **App No:** 9127342.5 **Grant Date:** 10/05/1995 **App Date:** 24/12/1991 **Applicant:** T&N Technology Limited **Desc. Title:** Plastic Bearing Bush

**Case Ref:** P/2264.GB2 **Country:** EP (United Kingdom) **Patent No:** 0618944 **App No:** 93900290.3 **Grant Date:** 12/03/1997 **App Date:** 17/12/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Plastic Bearing Bush

**Case Ref:** P/2264.IT **Country:** EP (Italy) **Patent No:** 0618944 **App No:** 93900290.3 **Grant Date:** 12/03/1997 **App Date:** 17/12/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Plastic Bearing Bush

**Case Ref:** P/2264.JP **Country:** Japan **Patent No:** Pending **App No:** 511517/93 **Grant Date:** Pending **App Date:** 17/12/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Plastic Bearing Bush

**Case Ref:** P/2264.SE **Country:** EP (Sweden) **Patent No:** 0618944 **App No:** 93900290.3 **Grant Date:** 12/03/1997 **App Date:** 17/12/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Plastic Bearing Bush

**Case Ref:** P/2264.US **Country:** United States **Patent No:** 5416154 **App No:** 244,759 **Grant Date:** 16/05/1995 **App Date:** 17/12/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Plastic Bearing Bush

**Case Ref:** P/2274.GB **Country:** United Kingdom **Patent No:** 2264150 **App No:** 9202304.3 **Grant Date:** 17/05/1995 **App Date:** 04/02/1992 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Encapsulated DU

**Case Ref:** P/2320.GB **Country:** United Kingdom **Patent No:** 2270720 **App No:** 9219800.1 **Grant Date:** 10/01/1996 **App Date:** 17/09/1992 **Applicant:** T&N Technology Limited **Desc. Title:** Expanded Metal w Tape Bearing

**Case Ref:** P/2338.BR **Country:** Brazil **Patent No:** Pending **App No:** PI 9406184-0 **Grant Date:** Pending **App Date:** 24/01/1994 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE PPS Bearing

**Case Ref:** P/2338.CN **Country:** China **Patent No:** Pending **App No:** 94191137.3 **Grant Date:** Pending **App Date:** 24/01/1994 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE PPS Bearing

**Case Ref:** P/2338.DE **Country:** EP (Germany) **Patent No:** 69405977.3-08 **App No:** 94904299.8 **Grant Date:** 01/10/1997 **App Date:** 24/01/1994 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE PPS Bearing

**Case Ref:** P/2338.ES **Country:** EP (Spain) **Patent No:** 2107178 T3 **App No:** 94904299.8 **Grant Date:** 01/10/1997 **App Date:** 24/01/1994 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE PPS Bearing

**Case Ref:** P/2338.FR **Country:** EP (France) **Patent No:** 0683807 **App No:** 94904299.8 **Grant Date:** 01/10/1997 **App Date:** 24/01/1994 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE PPS Bearing

**Case Ref:** P/2338.GB **Country:** United Kingdom **Patent No:** 2274844 **App No:** 9302533.6 **Grant Date:** 03/01/1996 **App Date:** 09/02/1993 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE PPS Bearing

**Case Ref:** P/2338.GB2 **Country:** EP (United Kingdom) **Patent No:** 0683807 **App No:** 94904299.8 **Grant Date:** 01/10/1997 **App Date:** 24/01/1994 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE PPS Bearing

**Case Ref:** P/2338.IT **Country:** EP (Italy) **Patent No:** 0683807 **App No:** 94904299.8 **Grant Date:** 01/10/1997 **App Date:** 24/01/1994 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE PPS Bearing

**Case Ref:** P/2338.JP **Country:** Japan **Patent No:** Pending **App No:** 517754/94 **Grant Date:** Pending **App Date:** 24/01/1994 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE PPS Bearing

**Case Ref:** P/2338.US **Country:** United States **Patent No:** 5665825 **App No:** 495,549 **Grant Date:** 09/09/1997 **App Date:** 24/01/1994 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE PPS Bearing

**Case Ref:** P/2363.BE **Country:** EP (Belgium) **Patent No:** 0708892 **App No:** 94920551.2 **Grant Date:** 07/05/1997 **App Date:** 12/07/1994 **Applicant:** T&N Technology Limited **Desc. Title:** Fibrilated Fibres in PTFE L'nr

**Case Ref:** P/2363.DE **Country:** EP (Germany) **Patent No:** 69403081.3 **App No:** 94920551.2 **Grant Date:** 07/05/1997 **App Date:** 12/07/1994 **Applicant:** T&N Technology Limited **Desc. Title:** Fibrilated Fibres in PTFE L'nr

**Case Ref:** P/2363.ES **Country:** EP (Spain) **Patent No:** 2101548 **App No:** 94920551.2 **Grant Date:** 07/05/1997 **App Date:** 12/07/1994 **Applicant:** T&N Technology Limited **Desc. Title:** Fibrilated Fibres in PTFE L'nr

**Case Ref:** P/2363.FR **Country:** EP (France) **Patent No:** 0708892 **App No:** 94920551.2 **Grant Date:** 07/05/1997 **App Date:** 12/07/1994 **Applicant:** T&N Technology Limited **Desc. Title:** Fibrilated Fibres in PTFE L'nr

**Case Ref:** P/2363.GB **Country:** United Kingdom **Patent No:** 2279998 **App No:** 9314582.9 **Grant Date:** 09/04/1997 **App Date:** 14/07/1993 **Applicant:** T&N Technology Limited **Desc. Title:** Fibrilated Fibres in PTFE L'nr

**Case Ref:** P/2363.GB2 **Country:** EP (United Kingdom) **Patent No:** 0708892 **App No:** 94920551.2 **Grant Date:** 07/05/1997 **App Date:** 12/07/1994 **Applicant:** T&N Technology Limited **Desc. Title:** Fibrilated Fibres in PTFE L'nr

**Case Ref:** P/2363.IT **Country:** EP (Italy) **Patent No:** 0708892 **App No:** 94920551.2 **Grant Date:** 07/05/1997 **App Date:** 12/07/1994 **Applicant:** T&N Technology Limited **Desc. Title:** Fibrilated Fibres in PTFE L'nr

**Case Ref:** P/2363.JP **Country:** Japan **Patent No:** Pending **App No:** 504403/95 **Grant Date:** Pending **App Date:** 12/07/1994 **Applicant:** T&N Technology Limited **Desc. Title:** Fibrilated Fibres in PTFE L'nr

**Case Ref:** P/2363.NL **Country:** EP (Netherlands) **Patent No:** 0708892 **App No:** 94920551.2 **Grant Date:** 07/05/1997 **App Date:** 12/07/1994 **Applicant:** T&N Technology Limited **Desc. Title:** Fibrilated Fibres in PTFE L'nr

**Case Ref:** P/2363.US **Country:** United States **Patent No:** Pending **App No:** 08/553597 **Grant Date:** Pending **App Date:** 12/07/1994 **Applicant:** T&N Technology Limited **Desc. Title:** Fibrilated Fibres in PTFE L'nr

**Case Ref:** P/2398.BE **Country:** EP (Belgium) **Patent No:** 0752075 **App No:** 95911418.2-2312 **Grant Date:** 05/08/1998 **App Date:** 17/03/1995 **Applicant:** Glacier Vandervell SA **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2398.DE **Country:** EP (Germany) **Patent No:** 0752075 **App No:** 95911418.2 **Grant Date:** 05/08/1998 **App Date:** 17/03/1995 **Applicant:** Glacier Vandervell SA **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2398.ES **Country:** EP (Spain) **Patent No:** 0752075 **App No:** 95911418.2-2312 **Grant Date:** 05/08/1998 **App Date:** 17/03/1995 **Applicant:** Glacier Vandervell SA **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2398.FR **Country:** EP (France) **Patent No:** 0752075 **App No:** 95911418.2 **Grant Date:** 05/08/1998 **App Date:** 17/03/1995 **Applicant:** Glacier Vandervell SA **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2398.GB2 **Country:** United Kingdom **Patent No:** 2287771 **App No:** 9505395.5 **Grant Date:** 08/10/1997 **App Date:** 17/03/1995 **Applicant:** Glacier Vandervell SA **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2398.GB3 **Country:** EP (United Kingdom) **Patent No:** 0752075 **App No:** 95911418.2-2312 **Grant Date:** 05/08/1998 **App Date:** 17/03/1995 **Applicant:** Vandervell SA **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2398.IT **Country:** EP (Italy) **Patent No:** 0752075 **App No:** 95911418.2-2312 **Grant Date:** 05/08/1998 **App Date:** 17/03/1995 **Applicant:** Vandervell SA **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2398.JP **Country:** Japan **Patent No:** Pending **App No:** 524460/95 **Grant Date:** Pending **App Date:** 17/03/1995 **Applicant:** Glacier SIC and T&N plc **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2398.NL **Country:** EP (Netherlands) **Patent No:** 0752075 **App No:** 95911418.2-2312 **Grant Date:** 05/08/1998 **App Date:** 17/03/1995 **Applicant:** Glacier Vandervell SA **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2398.SE **Country:** EP (Sweden) **Patent No:** 0752075 **App No:** 95911418.2-2312 **Grant Date:** 05/08/1998 **App Date:** 17/03/1995 **Applicant:** Glacier Vandervell SA **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2398.US **Country:** United States **Patent No:** 5765666 **App No:** 08/716,373 **Grant Date:** 16/06/1998 **App Date:** 17/03/1995 **Applicant:** Glacier Vandervell SA **Desc. Title:** SIC Strut Housings

**Case Ref:** P/2433.GB2 **Country:** United Kingdom **Patent No:** 2293419 **App No:** 9518650.8 **Grant Date:** 25/03/1998 **App Date:** 05/09/1995 **Applicant:** T&N Technology Limited **Desc. Title:** All Plastics Bush

**Case Ref:** P/2441.BR **Country:** Brazil **Patent No:** Pending **App No:** PI9509722-8 **Grant Date:** Pending **App Date:** 03/11/1995 **Applicant:** T&N Technology Limited **Desc. Title:** Zinc Alloy Overlay

**Case Ref:** P/2441.EP **Country:** European Patent Office **Patent No:** Pending  
**App No:** 95936022.3-2309 **Grant Date:** Pending **App Date:** 03/11/1995  
**Applicant:** T&N Technology Limited **Desc. Title:** Zinc Alloy Overlay

**Case Ref:** P/2441.GB2 **Country:** United Kingdom **Patent No:** 2294981 **App No:** 9522500.9 **Grant Date:** 11/03/1998 **App Date:** 02/11/1995 **Applicant:** T&N Technology Limited **Desc. Title:** Zinc Alloy Overlay

**Case Ref:** P/2441.JP **Country:** Japan **Patent No:** Pending **App No:** 515815/96 **Grant Date:** Pending **App Date:** 03/11/1995 **Applicant:** T&N Technology Limited **Desc. Title:** Zinc Alloy Overlay

**Case Ref:** P/2441.US **Country:** United States **Patent No:** Pending **App No:** 08/836450 **Grant Date:** Pending **App Date:** 03/11/1995 **Applicant:** T&N Technology Limited **Desc. Title:** Zinc Alloy Overlay

**Case Ref:** P/2459.BR **Country:** Brazil **Patent No:** Pending **App No:** PI9607291-1 **Grant Date:** Pending **App Date:** 21/02/1996 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Pressure Bonding Al-Sn Overlay

**Case Ref:** P/2459.EP **Country:** European Patent Office **Patent No:** Pending **App No:** 96903116.0-2309 **Grant Date:** Pending **App Date:** 21/02/1996 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Pressure Bonding Al-Sn Overlay

**Case Ref:** P/2459.GB2 **Country:** United Kingdom **Patent No:** Pending **App No:** 9603697.5 **Grant Date:** Pending **App Date:** 21/02/1996 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Pressure Bonding Al-Sn Overlay

**Case Ref:** P/2459.JP **Country:** Japan **Patent No:** Pending **App No:** 526083/96 **Grant Date:** Pending **App Date:** 21/02/1996 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Pressure Bonding Al-Sn Overlay

**Case Ref:** P/2459.US **Country:** United States **Patent No:** Pending **App No:** 08/894,650 **Grant Date:** Pending **App Date:** 21/02/1996 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Pressure Bonding Al-Sn Overlay

**Case Ref:** P/2511.GB2 **Country:** United Kingdom **Patent No:** Pending **App No:** 9701776.8 **Grant Date:** Pending **App Date:** 29/01/1997 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Copper Containing Interlayer

**Case Ref:** P/2526.BR **Country:** Brazil **Patent No:** Pending **App No:** PCT/GB97/01143 **Grant Date:** Pending **App Date:** 25/04/1997 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Bearing Overlay Surface

**Case Ref:** P/2526. **Country:** EP European Patent Office **Patent No:** Pending **App No:** PCT/GB97/01143 **Grant Date:** Pending **App Date:** 25/04/1997 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Bearing Overlay Surface

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**Case Ref:** P/2526.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9610096.1 **Grant Date:** Pending **App Date:** 15/05/1996 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Bearing Overlay Surface

**Case Ref:** P/2526.JP **Country:** Japan **Patent No:** Pending **App No:** PCT/GB97/01143 **Grant Date:** Pending **App Date:** 25/04/1997 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Bearing Overlay Surface

**Case Ref:** P/2526.US **Country:** United States **Patent No:** Pending **App No:** PCT/GB97/01143 **Grant Date:** Pending **App Date:** 25/04/1997 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Bearing Overlay Surface

**Case Ref:** P/2550.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9623052.9 **Grant Date:** Pending **App Date:** 06/11/1996 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE Bearing With Nanoparticle

**Case Ref:** P/2550.IN **Country:** India **Patent No:** Pending **App No:** 3089/DEL/1997 **Grant Date:** Pending **App Date:** 27/10/1997 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE Bearing With Nanoparticle

**Case Ref:** P/2550.WO **Country:** WIPO - International Pat **Patent No:** Pending **App No:** PCT/GB97/02846 **Grant Date:** Pending **App Date:** 15/10/1997 **Applicant:** T&N Technology Limited **Desc. Title:** PTFE Bearing With Nanoparticle

**Case Ref:** P/2562.GB2 **Country:** United Kingdom **Patent No:** Pending **App No:** 9725513.7 **Grant Date:** Pending **App Date:** 03/12/1997 **Applicant:** Glacier Vandervell SA **Desc. Title:** Steering Column Bearing

**Case Ref:** P/2562.WO **Country:** WIPO - International Pat **Patent No:** Pending **App No:** PCT/EP97/06952 **Grant Date:** Pending **App Date:** 02/12/1997 **Applicant:** Glacier Vandervell SA **Desc. Title:** Steering Column Bearing

**Case Ref:** P/2569.GB2 **Country:** United Kingdom **Patent No:** Pending **App No:** 9723152.6 **Grant Date:** Pending **App Date:** 04/11/1997 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Grooved Burnished Bush

**Case Ref:** P/2569.WO **Country:** WIPO - International Pat **Patent No:** Pending **App No:** PCT/GB98/00199 **Grant Date:** Pending **App Date:** 22/01/1998 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Grooved Burnished Bush

**Case Ref:** P/2570.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9701778.4 **Grant Date:** Pending **App Date:** 29/01/1997 **Applicant:** Glacier Vandervell Limited **Desc. Title:** PTFE Lining with Aramid/Glass

**Case Ref:** P/2570.WO **Country:** WIPO - International Pat **Patent No:** Pending **App No:** PCT/GB98/00196 **Grant Date:** Pending **App Date:** 22/01/1998 **Applicant:** Glacier Vandervell Limited **Desc. Title:** PTFE Lining with Aramid/Glass

**Case Ref:** P/2571.GB2 **Country:** United Kingdom **Patent No:** Pending **App No:** 9801777.5 **Grant Date:** Pending **App Date:** 28/01/1998 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Bearing Conveyor

**Case Ref:** P/2571.WO **Country:** WIPO - International Pat **Patent No:** Pending **App No:** PCT/GB98/00247 **Grant Date:** Pending **App Date:** 27/01/1998 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Bearing Conveyor

**Case Ref:** P/2599.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9713079.3 **Grant Date:** Pending **App Date:** 21/06/1997 **Applicant:** T&N Technology Limited **Desc. Title:** Aramid and PTFE etc.

**Case Ref:** P/2599.IN **Country:** India **Patent No:** Pending **App No:** 1059/CAL/98 **Grant Date:** Pending **App Date:** 15/06/1998 **Applicant:** T&N Technology Limited **Desc. Title:** Aramid and PTFE etc.

**Case Ref:** P/2599.WO **Country:** WIPO - International Pat **Patent No:** Pending **App No:** PCT/GB98/01740 **Grant Date:** Pending **App Date:** 15/06/1998 **Applicant:** T&N Technology Limited **Desc. Title:** Aramid and PTFE etc.

**Case Ref:** P/2599.ZA **Country:** South Africa **Patent No:** Pending **App No:** 98/5230 **Grant Date:** Pending **App Date:** 17/06/1998 **Applicant:** T&N Technology Limited **Desc. Title:** Aramid and PTFE etc.

**Case Ref:** P/2684.DE **Country:** EP (Germany) **Patent No:** 3167697.9 **App No:** 81901801.1 **Grant Date:** 12/12/1984 **App Date:** 02/07/1981 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Solvents for PPS

**Case Ref:** P/2684.GB2 **Country:** EP (United Kingdom) **Patent No:** 0055723 **App No:** 81901801.1 **Grant Date:** 12/12/1984 **App Date:** 02/07/1981 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Solvents for PPS

**Case Ref:** P/2690.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9726099.6 **Grant Date:** Pending **App Date:** 10/12/1997 **Applicant:** Glacier Vandervell SA **Desc. Title:** Elastomeric Element with Holes

**Case Ref:** P/2699.US **Country:** United States **Patent No:** 4405740 **App No:** 355,741 **Grant Date:** 20/09/1983 **App Date:** 02/07/1981 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Solvent For PPS

**Case Ref:** P/2700.US **Country:** United States **Patent No:** 4383069 **App No:** 355,747 **Grant Date:** 10/05/1983 **App Date:** 02/07/1981 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Solvents For PPS

**Case Ref:** P/2701.DE **Country:** EP (Germany) **Patent No:** 3173060.4 **App No:** 81901804.5 **Grant Date:** 27/11/1985 **App Date:** 02/07/1981 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Solvents For PPS

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**Case Ref:** P/2701.FR **Country:** EP (France) **Patent No:** 81901804.5 **App No:** 0055275 **Grant Date:** 27/11/1985 **App Date:** 02/07/1981 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Solvents For PPS

**Case Ref:** P/2701.GB2 **Country:** EP (United Kingdom) **Patent No:** 0055275 **App No:** 81901804.5 **Grant Date:** 27/11/1985 **App Date:** 02/07/1981 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Solvents For PPS

**Case Ref:** P/3008.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9803213.9 **Grant Date:** Pending **App Date:** 14/02/1998 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Jewel Bearing

**Case Ref:** P/3010.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9804774.9 **Grant Date:** Pending **App Date:** 07/03/1998 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** PTFE lining with Kevlar & F **Country:** EP

**Case Ref:** P/3012.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9805353.1 **Grant Date:** Pending **App Date:** 14/03/1998 **Applicant:** T&N Technology Limited **Desc. Title:** HVOF SPRAYING

**Case Ref:** P/3013.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9805347.3 **Grant Date:** Pending **App Date:** 14/03/1998 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Variable composition spraying

**Case Ref:** P/20876 **Country:** United Kingdom **Patent No:** Pending **App No:** 9812586.7 **Grant Date:** Pending **App Date:** 12/06/1998 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Method & Apparatus for Electroplating

**Case Ref:** P/20877 **Country:** United Kingdom **Patent No:** Pending **App No:** 9817249.7 **Grant Date:** Pending **App Date:** 07/08/1998 **Applicant:** Glacier Vandervell Limited **Desc. Title:** Bearing Material

## APPENDIX VIII

**Case Ref:** P/1.DE **Country:** EP (Germany) **Patent No:** P3576553.4 **App No:** 85114747.0 **Grant Date:** 14/03/1990 **App Date:** 19/11/1985 **Applicant:** AE PLC **Desc. Title:** Flexible Attached Flanges

**Case Ref:** P/1.ES **Country:** Spain **Patent No:** 296769.3 **App Date:** 549737 **Grant Date:** 29/07/1988 **App Date:** 09/12/1985 **Applicant:** AE PLC **Desc. Title:** Flexible Attached Flanges

**Case Ref:** P/1.FR **Country:** EP (France) **Patent No:** 0184693 **App No:** 85114747.0 **Grant Date:** 14/03/1990 **App Date:** 19/11/1985 **Applicant:** AE PLC **Desc. Title:** Flexible Attached Flanges

**Case Ref:** P/1.GB2 **Country:** EP (United Kingdom) **Patent No:** 0184693 **App No:** 85114747.0 **Grant Date:** 14/03/1990 **App Date:** 19/11/1985 **Applicant:** AE PLC **Desc. Title:** Flexible Attached Flanges

**Case Ref:** P/1.IT **Country:** EP (Italy) **Patent No:** 0184693 **App No:** 85114747.0 **Grant Date:** 14/03/1990 **App Date:** 19/11/1985 **Applicant:** AE PLC **Desc. Title:** Flexible Attached Flanges

**Case Ref:** P/1.SE **Country:** EP (Sweden) **Patent No:** 0184693 **App No:** 85114747.0 **Grant Date:** 14/03/1990 **App Date:** 19/11/1985 **Applicant:** AE PLC **Desc. Title:** Flexible Attached Flanges

**Case Ref:** P/1.US **Country:** United States **Patent No:** 4652150 **App No:** 06/794,550 **Grant Date:** 24/03/1987 **App Date:** 04/11/1985 **Applicant:** AE PLC **Desc. Title:** Flexible Attached Flanges

**Case Ref:** P/12.AT **Country:** EP (Austria) **Patent No:** E 47891 **App No:** 86106598.5 **Grant Date:** 08/11/1989 **App Date:** 15/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.AU **Country:** Australia **Patent No:** 582443 **App No:** 57860/86 **Grant Date:** 21/07/1989 **App Date:** 23/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.BR **Country:** Brazil **Patent No:** PI8602408 **App No:** PI8602408 **Grant Date:** 31/08/1993 **App Date:** 27/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.CA **Country:** Canada **Patent No:** 1270383 **App No:** 510047 **Grant Date:** 19/06/1990 **App Date:** 27/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.CN **Country:** China **Patent No:** 7595 **App No:** 86104271-4 **Grant Date:** 10/10/1990 **App Date:** 28/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.DE **Country:** EP (Germany) **Patent No:** P 3666843.5-08 **App No:** 86106598.5 **Grant Date:** 08/11/1989 **App Date:** 15/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.FR **Country:** EP (France) **Patent No:** 0205893 **App No:** 86106598.5 **Grant Date:** 08/11/1989 **App Date:** 15/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.GB2 **Country:** United Kingdom **Patent No:** 2175604 **App No:** 8611829.6 **Grant Date:** 05/07/1989 **App Date:** 15/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.IN **Country:** India **Patent No:** 167454 **App No:** 398/MAS/86 **Grant Date:** 30/08/1991 **App Date:** 22/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

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**Case Ref:** P/12.IT **Country:** EP (Italy) **Patent No:** 0205893 **App No:** 86106598.5 **Grant Date:** 08/11/1989 **App Date:** 15/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.JP **Country:** Japan **Patent No:** 2009480 **App No:** 119420/86 **Grant Date:** 02/02/1996 **App Date:** 26/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.KR **Country:** South Korea **Patent No:** 75178 **App No:** 4197/1986 **Grant Date:** 07/07/1994 **App Date:** 26/05/2006 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.SE **Country:** EP (Sweden) **Patent No:** 0205893 **App No:** 86106598.5 **Grant Date:** 08/11/1989 **App Date:** 15/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.US **Country:** United States **Patent No:** 4707194 **App No:** 06/863711 **Grant Date:** 17/11/1987 **App Date:** 16/05/1986 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/12.ZA **Country:** South Africa **Patent No:** 86/3845 **App No:** 86/3845 **Grant Date:** 28/01/1987 **App Date:** 22/05/1986 **Applicant:** AE PLC **Desc. Title:** AS124 Bearing Material

**Case Ref:** P/29.DE **Country:** EP (Germany) **Patent No:** P 3761328.6-08 **App No:** 87201003.8 **Grant Date:** 03/01/1990 **App Date:** 29/05/1987 **Applicant:** AE PLC **Desc. Title:** Thrust Washer w Bent-over Tabs

**Case Ref:** P/29.FR **Country:** EP (France) **Patent No:** 0248484 **App No:** 87201003.8 **Grant Date:** 03/01/1990 **App Date:** 29/05/1987 **Applicant:** AE PLC **Desc. Title:** Thrust Washer w Bent-over Tabs

**Case Ref:** P/29.GB2 **Country:** United Kingdom **Patent No:** 2193267 **App No:** 8712626.4 **Grant Date:** 20/12/1989 **App Date:** 29/05/1987 **Applicant:** AE PLC **Desc. Title:** Thrust Washer w Bent-over Tabs

**Case Ref:** P/29.IT **Country:** EP (Italy) **Patent No:** 0248484 **App No:** 87201003.8 **Grant Date:** 03/01/1990 **App Date:** 29/05/2007 **Applicant:** AE PLC **Desc. Title:** Thrust Washer w Bent-over Tabs

**Case Ref:** P/29.US **Country:** United States **Patent No:** 4770547 **App No:** 07/55305 **Grant Date:** 13/09/1988 **App Date:** 29/05/1987 **Applicant:** AE PLC **Desc. Title:** Thrust Washer w Bent-over Tabs

**Case Ref:** P/32.AT **Country:** EP (Austria) **Patent No:** E67528 **App No:** 87201324.8 **Grant Date:** 18/09/1991 **App Date:** 13/07/1987 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Brush Plating

**Case Ref:** P/32.DE **Country:** EP (Germany) **Patent No:** 3773088.6 **App No:** 87201324.8 **Grant Date:** 18/09/1991 **App Date:** 13/07/1987 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Brush Plating

**Case Ref:** P/32.ES **Country:** EP (Spain) **Patent No:** 2024494 **App No:** 87201324.8 **Grant Date:** 18/09/1991 **App Date:** 13/07/1987 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Brush Plating

**Case Ref:** P/32.FR **Country:** EP (France) **Patent No:** 0257670 **App No:** 87201324.8 **Grant Date:** 18/09/1991 **App Date:** 13/07/1987 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Brush Plating

**Case Ref:** P/32.GB2 **Country:** United Kingdom **Patent No:** 2192642 **App No:** 8716477.8 **Grant Date:** 19/12/1990 **App Date:** 13/07/1987 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Brush Plating

**Case Ref:** P/32.IT **Country:** EP (Italy) **Patent No:** 0257670 **App No:** 87201324.8 **Grant Date:** 18/09/1991 **App Date:** 13/07/1987 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Brush Plating

**Case Ref:** P/686.AU **Country:** Australia **Patent No:** 574691 **App No:** 30227/84 **Grant Date:** 14/12/1988 **App Date:** 03/07/2004 **Patent No:** AE PLC **Desc. Title:** Al/Tin/Silicon Bearing Alloy

**Case Ref:** P/686.BR **Country:** Brazil **Patent No:** PI8403288 **App No:** PI8403288 **Grant Date:** 25/05/1993 **App Date:** 03/07/1984 **Applicant:** AE PLC **Desc. Title:** Al/Tin/Silicon Bearing Alloy

**Case Ref:** P/686.CA **Country:** Canada (No Fee) **Patent No:** 1253722 **App No:** 458055 **Grant Date:** 09/05/1989 **App Date:** 04/07/1984 **Applicant:** AE PLC **Desc. Title:** Al/Tin/Silicon Bearing Alloy

**Case Ref:** P/686.GB2 **Country:** United Kingdom **Patent No:** 2144149 **App No:** 8417063 **Grant Date:** 16/09/1987 **App Date:** 04/07/1984 **Applicant:** AE PLC **Desc. Title:** AS104

**Case Ref:** P/686.KR **Country:** South Korea **Patent No:** 35820 **App No:** 3826/1984 **Grant Date:** 07/09/1990 **App Date:** 03/07/1984 **Applicant:** AE PLC **Desc. Title:** Al/Tin/Silicon Bearing Alloy

**Case Ref:** P/686.US **Country:** United States **Patent No:** 4696867 **App No:** 583,198 **Grant Date:** 29/09/1987 **App Date:** 24/02/1984 **Applicant:** AE PLC **Desc. Title:** Al/Tin/Silicon Bearing Alloy

**Case Ref:** P/686.ZA **Country:** South Africa **Patent No:** 84/5082 **App No:** 84/5082 **Grant Date:** 26/02/1986 **App Date:** 03/07/1984 **Applicant:** AE PLC **Desc. Title:** Al/Tin/Silicon Bearing Alloy

**Case Ref:** P/925.US **Country:** United States **Patent No:** 4551395 **App No:** 648466 **Grant Date:** 05/11/1985 **App Date:** 07/09/1984 **Applicant:** JPI Transportation Products Inc **Desc. Title:** Bearing Materials Cu/Bi

**Case Ref:** P/2092.GB2 **Country:** United Kingdom **Patent No:** 2217347 **App No:** 8902608.2 **Grant Date:** 02/12/1992 **App Date:** 06/02/1989 **Applicant:** T&N Technology Limited **Desc. Title:** Coating of Metal Substrates 2

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AE	DEVAGLIDE
CYGNUS	devaglide
HONEL	DEVAGLIDE
DEVA	(In Chinese characters)
DEVA (In Chinese characters)	DEVASLIDE
DEVA (In circle)	devatex
DEVA (In Japanese characters)	devatex (In Chinese characters)
DEVA (In rectangle)	ELASTOCRETE - D
DEVAGLEIT	SOLLINGER HUTTE (Device)

## APPENDIX X

**Case Ref:** 2.AR **Country:** Argentina **Patent No:** 236,061 **App No:** 302,785  
**Grant Date:** 30/10/1987 **App Date:** 03/01/1986 **Applicant:** AE plc & Dresser  
 Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.AT **Country:** EP (Austria) **Patent No:** E51686 **App No:**  
 86300019.6 **Grant Date:** 04/04/1990 **App Date:** 03/01/1986 **Applicant:** AE  
 plc & Dresser Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.AU **Country:** Australia **Patent No:** 583570 **App No:** 51274/85  
**Grant Date:** 25/08/1989 **App Date:** 16/12/1985 **Applicant:** AE plc & Dresser  
 Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.BR **Country:** Brazil **Patent No:** PI8506582 **App No:**  
 PI8506582 **Grant Date:** 30/03/1993 **App Date:** 30/12/1985 **Applicant:** AE  
 plc & Dresser Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.CA **Country:** Canada **Patent No:** 1291631 **App No:** 498,932  
**Grant Date:** 05/11/1991 **App Date:** 03/01/1986 **Applicant:** AE plc & Dresser  
 Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.CN **Country:** China **Patent No:** 86100018.8 **App No:**  
 86100018 **Grant Date:** 16/08/1989 **App Date:** 04/01/1986 **Applicant:** AE plc  
 & Dresser Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.DE **Country:** EP (Germany) **Patent No:** 0187695 **App No:**  
 86300019.6 **Grant Date:** 04/04/1990 **App Date:** 03/01/1986 **Applicant:** AE  
 plc & Dresser Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.ES **Country:** Spain **Patent No:** 550665/4 **App No:** 550665/4  
**Grant Date:** 23/07/1986 **App Date:** 23/07/1986 **Applicant:** AE plc & Dresser  
 Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.FI **Country:** Finland **Patent No:** 79748 **App No:** 860034  
**Grant Date:** 12/02/1990 **App Date:** 03/01/1986 **Applicant:** AE plc & Dresser  
Industries **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.FR **Country:** EP (France) **Patent No:** 0187695 **App No:**  
86300019.6 **Grant Date:** 04/04/1990 **App Date:** 03/01/1986 **Applicant:** AE  
plc & Dresser Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.GB2 **Country:** EP (United Kingdom) **Patent No:** 0187695 **App**  
**No:** 86300019.6 **Grant Date:** 04/04/1990 **App Date:** 03/01/1986 **Applicant:**  
AE plc & Dresser Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.IN **Country:** India **Patent No:** 166564 **App No:** 1007/MAS/85  
**Grant Date:** 15/02/1991 **App Date:** 16/12/1985 **Applicant:** AE plc & Dresser  
Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.JP **Country:** Japan **Patent No:** 2123272 **App No:** 292390/85  
**Grant Date:** 20/12/1996 **App Date:** 26/12/1985 **Applicant:** AE plc & Dresser  
Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.US **Country:** United States **Patent No:** 4718155 **App No:**  
811930 **Grant Date:** 20/12/2005 **App Date:** 12/01/1988 **Applicant:** AE plc  
& Dresser Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.VE **Country:** Venezuela **Patent No:** 48012 **App No:** 2062-85  
**Grant Date:** 12/07/1990 **App Date:** 23/12/1985 **Applicant:** AE plc & Dresser  
Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/2.ZA **Country:** South Africa **Patent No:** 86/0023 **App No:**  
86/0023 **Grant Date:** 27/08/1986 **App Date:** 02/01/1986 **Applicant:** AE plc  
& Dresser Industries Inc. **Desc. Title:** Glacier Inlay Bearing

**Case Ref:** P/41.GB2 **Country:** United Kingdom **Patent No:** 2198486 **App**  
**No:** 8725100.5 **Grant Date:** 20/03/1991 **App Date:** 27/10/1987 **Applicant:**  
AE PLC **Desc. Title:** Ceramic Bearings

**Case Ref:** P/60.US **Country:** United States (No Fee) **Patent No:** 4229057  
**App No:** 30730 **Grant Date:** 21/10/1980 **App Date:** 17/04/1979 **Applicant:**  
Vandervell Limited **Desc. Title:** R Type Railway Bearing

**Case Ref:** P/82.CA **Country:** Canada (No Fee) **Patent No:** 1127217 **App No:**  
355491 **Grant Date:** 06/07/1982 **App Date:** 06/07/1980 **Applicant:**  
Vandervell Products Limited **Desc. Title:** R Bearing with Baffle

**Case Ref:** P/82.US **Country:** United States (No Fee) **Patent No:** 4336970  
**App No:** 161819 **Grant Date:** 29/06/1982 **App Date:** 23/06/1980 **Applicant:**  
Vandervell Products Limited **Desc. Title:** R Bearing with Baffle

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**Case Ref:** P/653.US **Country:** United States (No Fee) **Patent No:** 4360208  
**App No:** 178,461 **Grant Date:** 23/11/1982 **App Date:** 17/04/1979 **Applicant:**  
The Glacier Metal Company Limited **Desc. Title:** Lip-Type Seals

**Case Ref:** P/655.GB2 **Country:** EP (United Kingdom) **Patent No:** 0026765  
**App No:** 80900496.3 **Grant Date:** 23/05/1984 **App Date:** 20/03/1980  
**Applicant:** The Glacier Metal Company Limited **Desc. Title:** Viscosity Pump

**Case Ref:** P/655.US **Country:** United States (No Fee) **Patent No:** 4,396,348  
**App No:** 212,732 **Grant Date:** 02/08/1983 **App Date:** 02/08/1980 **Applicant:**  
The Glacier Metal Company Limited **Desc. Title:** Viscosity Pump

**Case Ref:** P/656.CA **Country:** Canada (No Fee) **Patent No:** 1152548 **App**  
**No:** 339,043 **Grant Date:** 23/08/1983 **App Date:** 02/11/1979 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Glacelign CQ

**Case Ref:** P/656.GB **Country:** United Kingdom **Patent No:** 2033023 **App**  
**No:** 7842945 **Grant Date:** 19/01/1983 **App Date:** 02/11/1978 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Glacelign CQ

**Case Ref:** P/656.US **Country:** United States (No Fee) **Patent No:** 4,335,925  
**App No:** 197,349 **Grant Date:** 22/06/1982 **App Date:** 31/10/1979 **Applicant:**  
The Glacier Metal Company Limited **Desc. Title:** Glacelign CQ

**Case Ref:** P/668.GB **Country:** United Kingdom **Patent No:** 2079385 **App**  
**No:** 8021803 **Grant Date:** 20/06/1984 **App Date:** 03/07/1980 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Lubrication System

**Case Ref:** P/668.US **Country:** United States **Patent No:** 4,445,592 **App No:**  
279,799 **Grant Date:** 01/05/1984 **App Date:** 02/07/1981 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Lubrication System

**Case Ref:** P/691.CA **Country:** Canada (No Fee) **Patent No:** 1234858 **App**  
**No:** 477904 **Grant Date:** 05/04/1988 **App Date:** 29/03/1985 **Applicant:** AE  
PLC **Desc. Title:** Re-lubricatable bridge bearing

**Case Ref:** P/697.AU **Country:** Australia **Patent No:** 571608 **App No:**  
35872/84 **Grant Date:** 10/08/1988 **App Date:** 26/11/1984 **Applicant:** AE  
PLC **Desc. Title:** Expansion Joints

**Case Ref:** P/697.CA **Country:** Canada (No Fee) **Patent No:** 1237010 **App**  
**No:** 468,656 **Grant Date:** 24/05/1988 **App Date:** 27/11/1984 **Applicant:** AE  
PLC **Desc. Title:** Expansion Joints

**Case Ref:** P/697.GB **Country:** United Kingdom **Patent No:** 2151276 **App**  
**No:** 8429930 **Grant Date:** 14/01/1987 **App Date:** 27/11/1984 **Applicant:** AE  
PLC **Desc. Title:** Expansion Joints

**Case Ref:** P/697.ZA2 **Country:** South Africa **Patent No:** 84/9216 **App No:** 84/9216 **Grant Date:** 31/07/1985 **App Date:** 26/11/1984 **Applicant:** AE PLC  
**Desc. Title:** Expansion Joints

**Case Ref:** P/715.AT **Country:** EP (Austria) **Patent No:** E56778 **App No:** 88100192.9 **Grant Date:** 19/09/1990 **App Date:** 08/01/1988 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Sealing Spaces w/Elastic Material

**Case Ref:** P/715.CH **Country:** EP (Switzerland) **Patent No:** 0286775 **App No:** 88100192.9 **Grant Date:** 19/09/1990 **App Date:** 08/01/1988 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Sealing Spaces w/Elastic Material

**Case Ref:** P/715.DE2 **Country:** EP (Germany) **Patent No:** 0286775 **App No:** 88100192.9 **Grant Date:** 19/09/1990 **App Date:** 08/01/1988 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Sealing Spaces w/Elastic Material

**Case Ref:** P/716.DE2 **Country:** EP (Germany) **Patent No:** 3666472.3-08 **App No:** 86118112.1 **Grant Date:** 18/10/1989 **App Date:** 29/12/1986 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Railroad Expansion Joint

**Case Ref:** P/719.AT **Country:** EP (Austria) **Patent No:** E143079 **App No:** 94106402.4 **Grant Date:** 18/09/1996 **App Date:** 25/04/1994 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Level Crossing

**Case Ref:** P/719.CH **Country:** EP (Switzerland) **Patent No:** 0622494 **App No:** 94106402.4 **Grant Date:** 18/09/1996 **App Date:** 25/04/1994 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Level Crossing

**Case Ref:** P/719.DE2 **Country:** EP (Germany) **Patent No:** 59400662.7-08 **App No:** 94106402.4 **Grant Date:** 18/09/1996 **App Date:** 25/04/1994 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Level Crossing

**Case Ref:** P/719.GB **Country:** EP (United Kingdom) **Patent No:** 0622494 **App No:** 94106402.4 **Grant Date:** 18/09/1996 **App Date:** 25/04/1994 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Level Crossing

**Case Ref:** P/719.PL **Country:** Poland **Patent No:** Pending **App No:** P303223 **Grant Date:** Pending **App Date:** 27/04/1994 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Level Crossing

**Case Ref:** P/2041.CH **Country:** EP (Switzerland) **Patent No:** 0344595 **App No:** 89109336.1 **Grant Date:** 16/03/1994 **App Date:** 24/05/1989 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Magnetic Thrust Bearings

**Case Ref:** P/2041.DE **Country:** EP (Germany) **Patent No:** P68913810.5 **App No:** 89109336.1 **Grant Date:** 16/03/1994 **App Date:** 24/05/1989 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Magnetic Thrust Bearings

**Case Ref:** P/2041.FR **Country:** EP (France) **Patent No:** 0344595 **App No:** 89109336.1 **Grant Date:** 16/03/1994 **App Date:** 24/05/1989 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Magnetic Thrust Bearings

**Case Ref:** P/2041.GB **Country:** United Kingdom **Patent No:** 2219357 **App No:** 8813019.0 **Grant Date:** 27/05/1992 **App Date:** 02/06/1988 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Magnetic Thrust Bearings

**Case Ref:** P/2041.IT **Country:** EP (Italy) **Patent No:** 0344595 **App No:** 89109336.1 **Grant Date:** 16/03/1994 **App Date:** 24/05/1989 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Magnetic Thrust Bearings

**Case Ref:** P/2041.JP **Country:** Japan **Patent No:** Pending **App No:** 136278/89 **Grant Date:** Pending **App Date:** 31/05/1989 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Magnetic Thrust Bearings

**Case Ref:** P/2041.SE **Country:** EP (Sweden) **Patent No:** 0344595 **App No:** 89109336.1 **Grant Date:** 16/03/1994 **App Date:** 24/05/1989 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Magnetic Thrust Bearings

**Case Ref:** P/2041.US **Country:** United States **Patent No:** 5101130 **App No:** 07/358140 **Grant Date:** 31/03/1992 **App Date:** 30/05/1989 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Magnetic Thrust Bearings

**Case Ref:** P/2053.US **Country:** United States **Patent No:** 5,140,209 **App No:** 07/469,538 **Grant Date:** 18/08/1992 **App Date:** 17/07/1989 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Controlled Stiffness & Damping

**Case Ref:** P/2116.US **Country:** United States **Patent No:** 5083053 **App No:** 07/558497 **Grant Date:** 21/01/1992 **App Date:** 27/07/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Dry Back-up Bearings with Heat Sinks

**Case Ref:** P/2118.US **Country:** United States **Patent No:** 5072146 **App No:** 07/558496 **Grant Date:** 10/12/1991 **App Date:** 27/07/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Coil w. Heat Conductive Insert

**Case Ref:** P/2142.AT **Country:** EP (Austria) **Patent No:** E112023 **App No:** 90203270.5 **Grant Date:** 21/09/1994 **App Date:** 12/12/1990 **Applicant:** Vandervell Limited **Desc. Title:** Vandervell Mosaic

**Case Ref:** P/2142.DE **Country:** EP (Germany) **Patent No:** 69012765 **App No:** 90203270.5 **Grant Date:** 21/09/1994 **App Date:** 12/12/1990 **Applicant:** Vandervell Limited **Desc. Title:** Vandervell Mosaic

**Case Ref:** P/2142.ES **Country:** EP (Spain) **Patent No:** 2060936 **App No:** 90203270.5 **Grant Date:** 21/09/1994 **App Date:** 12/12/1990 **Applicant:** Vandervell Limited **Desc. Title:** Vandervell Mosaic

**Case Ref:** P/2142.FR **Country:** EP (France) **Patent No:** 0434127 **App No:** 90203270.5 **Grant Date:** 21/09/1994 **App Date:** 12/12/1990 **Applicant:** Vandervell Limited **Desc. Title:** Vandervell Mosaic

**Case Ref:** P/2142.GB2 **Country:** United Kingdom **Patent No:** 2239495 **App No:** 9026914.3 **Grant Date:** 03/11/1993 **App Date:** 11/12/1990 **Applicant:** Vandervell Limited **Desc. Title:** Vandervell Mosaic

**Case Ref:** P/2142.IT **Country:** EP (Italy) **Patent No:** 0434127 **App No:** 90203270.5 **Grant Date:** 21/09/1994 **App Date:** 12/12/1990 **Applicant:** Vandervell Limited **Desc. Title:** Vandervell Mosaic

**Case Ref:** P/2142.US **Country:** United States **Patent No:** 5195244 **App No:** 07/626018 **Grant Date:** 23/03/1993 **App Date:** 12/12/1990 **Applicant:** Vandervell Limited **Desc. Title:** Vandervell Mosaic

**Case Ref:** P/2187.CH **Country:** EP (Switzerland) **Patent No:** 0541656 **App No:** 91914153.1 **Grant Date:** 31/08/1994 **App Date:** 29/07/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Wrapped Laminations

**Case Ref:** P/2187.DE **Country:** EP (Germany) **Patent No:** 69103756.6 **App No:** 91914153.1 **Grant Date:** 31/08/1994 **App Date:** 29/07/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Wrapped Laminations

**Case Ref:** P/2187.FR **Country:** EP (France) **Patent No:** 0541656 **App No:** 91914153.1 **Grant Date:** 31/08/1994 **App Date:** 29/07/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Wrapped Laminations

**Case Ref:** P/2187.GB **Country:** United Kingdom **Patent No:** 2246400 **App No:** 9016625.7 **Grant Date:** 26/01/1994 **App Date:** 28/07/1990 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Wrapped Laminations

**Case Ref:** P/2187.IT **Country:** EP (Italy) **Patent No:** 0541656 **App No:** 91914153.1 **Grant Date:** 31/08/1994 **App Date:** 29/07/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Wrapped Laminations

**Case Ref:** P/2187.SE **Country:** EP (Sweden) **Patent No:** 0541656 **App No:** 91914153.1 **Grant Date:** 31/08/1994 **App Date:** 29/07/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Wrapped Laminations

**Case Ref:** P/2187.US **Country:** United States **Patent No:** 5317226 **App No:** 07/960401 **Grant Date:** 31/05/1994 **App Date:** 29/07/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Wrapped Laminations

**Case Ref:** P/2188.US **Country:** United States **Patent No:** 5319274 **App No:** 07/960400 **Grant Date:** 07/06/1994 **App Date:** 29/07/1991 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Twisted Laminations

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**Case Ref:** P/2217.JP **Country:** Japan **Patent No:** Pending **App No:** 28304/92  
**Grant Date:** Pending **App Date:** 14/02/1992 **Applicant:** The Glacier Metal  
Company Limited **Desc. Title:** Magnetic Bearing Shaft

**Case Ref:** P/2217.US2 **Country:** United States **Patent No:** 5272403 **App No:**  
07/987,564 **Grant Date:** 21/12/1993 **App Date:** 15/02/1991 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Magnetic Bearing Shaft

**Case Ref:** P/2218.JP **Country:** Japan **Patent No:** Pending **App No:** 28305/92  
**Grant Date:** Pending **App Date:** 14/02/1992 **Applicant:** The Glacier Metal  
Company Limited **Desc. Title:** Magnetic Bearing

**Case Ref:** P/2218.US **Country:** United States **Patent No:** 5231323 **App No:**  
07/829265 **Grant Date:** 27/07/1993 **App Date:** 03/02/1992 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Magnetic Bearing

**Case Ref:** P/2257.GB2 **Country:** United Kingdom **Patent No:** 2260790 **App**  
**No:** 9222034.2 **Grant Date:** 05/04/1995 **App Date:** 20/10/1992 **Applicant:**  
The Glacier Metal Company Limited **Desc. Title:** Etched Mosaic

**Case Ref:** P/2303.CH **Country:** EP (Switzerland) **Patent No:** 0580201 **App**  
**No:** 93201915.1 **Grant Date:** 24/04/1996 **App Date:** 01/07/1993 **Applicant:**  
The Glacier Metal Company Limited **Desc. Title:** Mag Brg Integral Fluid Back  
up

**Case Ref:** P/2303.DE **Country:** EP (Germany) **Patent No:** 69302334.1 **App**  
**No:** 93201915.1 **Grant Date:** 24/04/1996 **App Date:** 01/07/1993 **Applicant:**  
The Glacier Metal Company Limited **Desc. Title:** Mag Brg Integral Fluid Back up

**Case Ref:** P/2303.FR **Country:** EP (France) **Patent No:** 0580201 **App No:**  
93201915.1 **Grant Date:** 24/04/1996 **App Date:** 01/07/1993 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Mag Brg Integral Fluid Back up

**Case Ref:** P/2303.GB **Country:** United Kingdom **Patent No:** 2268984 **App**  
**No:** 9215691.8 **Grant Date:** 03/04/1996 **App Date:** 23/07/1992 **Applicant:**  
The Glacier Metal Company Limited **Desc. Title:** Mag Brg Integral Fluid Back  
up

**Case Ref:** P/2303.IT **Country:** EP (Italy) **Patent No:** 0580201 **App No:**  
93201915.1 **Grant Date:** 24/04/1996 **App Date:** 01/07/1993 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Mag Brg Integral Fluid Back up

**Case Ref:** P/2303.JP **Country:** Japan **Patent No:** Pending **App No:**  
181103/93 **Grant Date:** Pending **App Date:** 22/07/1993 **Applicant:** The  
Glacier Metal Company Limited **Desc. Title:** Mag Brg Integral Fluid Back up

**Case Ref:** P/2303.SE **Country:** EP (Sweden) **Patent No:** 0580201 **App No:** 93201915.1 **Grant Date:** 24/04/1996 **App Date:** 01/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Mag Brg Integral Fluid Back up

**Case Ref:** P/2303.US **Country:** United States **Patent No:** 5,355,040 **App No:** 08/091,189 **Grant Date:** 11/10/1994 **App Date:** 14/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Mag Brg Integral Fluid Back up

**Case Ref:** P/2304.CH **Country:** EP (Switzerland) **Patent No:** 0580202 **App No:** 93201916.9 **Grant Date:** 17/04/1996 **App Date:** 01/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Mag Brg Separate Fluid Back-up

**Case Ref:** P/2304.DE **Country:** EP (Germany) **Patent No:** 69302235.3 **App No:** 93201916.9 **Grant Date:** 17/04/1994 **App Date:** 01/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Mag Brg Separate Fluid Back-up

**Case Ref:** P/2304.FR **Country:** EP (France) **Patent No:** 0580202 **App No:** 93201916.9 **Grant Date:** 24/04/1996 **App Date:** 01/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Mag Brg Separate Fluid Back-up

**Case Ref:** P/2304.GB **Country:** United Kingdom **Patent No:** 2268983 **App No:** 9215620.7 **Grant Date:** 03/04/1996 **App Date:** 23/07/1992 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Mag Brg Separate Fluid Back-up

**Case Ref:** P/2304.IT **Country:** EP (Italy) **Patent No:** 0580202 **App No:** 93201916.9 **Grant Date:** 17/04/1996 **App Date:** 01/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Mag Brg Separate Fluid Back-up

**Case Ref:** P/2304.JP **Country:** Japan **Patent No:** Pending **App No:** 181104/93 **Grant Date:** Pending **App Date:** 22/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Mag Brg Separate Fluid Back-up

**Case Ref:** P/2304.SE **Country:** EP (Sweden) **Patent No:** 0580202 **App No:** 93201916.9 **Grant Date:** 17/04/1996 **App Date:** 01/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Mag Brg Separate Fluid Back-up

**Case Ref:** P/2304.US **Country:** United States **Patent No:** 5345127 **App No:** 08/091,184 **Grant Date:** 06/09/1994 **App Date:** 14/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Mag Brg Separate Fluid Back-up

**Case Ref:** P/2312.CH **Country:** EP (Switzerland) **Patent No:** 0584846 **App No:** 93202026.6 **Grant Date:** 09/10/1996 **App Date:** 09/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Radially Offset Stator Pole

**Case Ref:** P/2312.DE **Country:** EP (Germany) **Patent No:** 69305294.5 **App No:** 93202026.6 **Grant Date:** 09/10/1996 **App Date:** 09/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Radially Offset Stator Pole

**Case Ref:** P/2312.FR **Country:** EP (France) **Patent No:** 0584846 **App No:** 93202026.6 **Grant Date:** 09/10/1996 **App Date:** 09/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Radially Offset Stator Pole

**Case Ref:** P/2312.GB **Country:** United Kingdom **Patent No:** 2269862 **App No:** 9217905.0 **Grant Date:** 08/05/1996 **App Date:** 22/08/1992 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Radially Offset Stator Pole

**Case Ref:** P/2312.IT **Country:** EP (Italy) **Patent No:** 0584846 **App No:** 93202026.6 **Grant Date:** 09/10/1996 **App Date:** 09/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Radially Offset Stator Pole

**Case Ref:** P/2312.JP **Country:** Japan **Patent No:** Pending **App No:** 205956/93 **Grant Date:** Pending **App Date:** 20/08/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Radially Offset Stator Pole

**Case Ref:** P/2312.SE **Country:** EP (Sweden) **Patent No:** 0584846 **App No:** 93202026.6 **Grant Date:** 09/10/1996 **App Date:** 09/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Radially Offset Stator Pole

**Case Ref:** P/2312.US **Country:** United States **Patent No:** 5406157 **App No:** 08090700 **Grant Date:** 11/04/1995 **App Date:** 13/07/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Radially Offset Stator Pole

**Case Ref:** P/2343.GB **Country:** United Kingdom **Patent No:** 2276681 **App No:** 9306923.5 **Grant Date:** 24/01/1996 **App Date:** 02/04/1993 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Sprung-apart Floating Seal

**Case Ref:** P/2421.JP **Country:** Japan **Patent No:** Pending **App No:** 504168/96 **Grant Date:** Pending **App Date:** 28/06/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Brg backup TiN&Cu Heat Conduct

**Case Ref:** P/2421.US **Country:** United States **Patent No:** 5693994 **App No:** 08/765,065 **Grant Date:** 02/12/1997 **App Date:** 28/06/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Brg backup TiN&Cu Heat Conduct

**Case Ref:** P/2422.JP **Country:** Japan **Patent No:** Pending **App No:** 504787/96 **Grant Date:** Pending **App Date:** 10/07/1995 **Applicant:** Glacier RPB Inc. **Desc. Title:** Axial Gas Damper

**Case Ref:** P/2422.US **Country:** United States **Patent No:** 5,548,170 **App No:** 08/274,432 **Grant Date:** 20/08/1996 **App Date:** 13/07/1994 **Applicant:** Glacier RPB Inc. **Desc. Title:** Axial Gas Damper

**Case Ref:** P/2428.CH **Country:** EP (Switzerland) **Patent No:** 0774080 **App No:** 95925946.6-2309 **Grant Date:** 24/06/1998 **App Date:** 24/07/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Hemispherical Journal Pad

**Case Ref:** P/2428.DE **Country:** EP (Germany) **Patent No:** 695 03 138.4 **App No:** 95925946.6 **Grant Date:** 24/06/1998 **App Date:** 24/07/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Hemispherical Journal Pad

**Case Ref:** P/2428.FR **Country:** EP (France) **Patent No:** 0774080 **App No:** 95925946.6 **Grant Date:** 24/06/1998 **App Date:** 24/07/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Hemispherical Journal Pad

**Case Ref:** P/2428.GB **Country:** United Kingdom **Patent No:** 2292192 **App No:** 9415964.7 **Grant Date:** 10/12/1997 **App Date:** 06/08/1994 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Hemispherical Journal Pad

**Case Ref:** P/2428.IT **Country:** EP (Italy) **Patent No:** 0774080 **App No:** 95925946.6-2309 **Grant Date:** 24/06/1998 **App Date:** 24/07/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Hemispherical Journal Pad

**Case Ref:** P/2428.JP **Country:** Japan **Patent No:** Pending **App No:** 507089/96 **Grant Date:** Pending **App Date:** 24/07/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Hemispherical Journal Pad

**Case Ref:** P/2428.NL **Country:** EP (Netherlands) **Patent No:** 0774080 **App No:** 95925946.6-2309 **Grant Date:** 24/06/1998 **App Date:** 24/07/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Hemispherical Journal Pad

**Case Ref:** P/2428.SE **Country:** EP (Sweden) **Patent No:** 0774080 **App No:** 95925946.6-2309 **Grant Date:** 24/06/1998 **App Date:** 24/07/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Hemispherical Journal Pad

**Case Ref:** P/2428.US **Country:** United States **Patent No:** 5743657 **App No:** 08/793,012 **Grant Date:** 28/04/1998 **App Date:** 24/07/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Hemispherical Journal Pad

**Case Ref:** P/2435.JP **Country:** Japan **Patent No:** Pending **App No:** 511486/96 **Grant Date:** Pending **App Date:** 15/09/1995 **Applicant:** Glacier RPB Inc. **Desc. Title:** Radial Gas Damper

**Case Ref:** P/2435.US **Country:** United States **Patent No:** 5,584,463 **App No:** 08/293,920 **Grant Date:** 17/12/1996 **App Date:** 29/09/1994 **Applicant:** Glacier RPB Inc. **Desc. Title:** Radial Gas Damper

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**Case Ref:** P/2436.JP **Country:** Japan **Patent No:** Pending **App No:** 511481/96 **Grant Date:** Pending **App Date:** 15/09/1995 **Applicant:** Glacier RPB Inc. **Desc. Title:** Active Axial Gas Damper

**Case Ref:** P/2436.GB EP **Country:** (United Kingdom) **Patent No:** 0783635 **App No:** 95931323.0 **Grant Date:** 12/08/98 **App Date:** 15/09/95 **Applicant:** Glacier RPB Inc. **Desc. Title:** Radial Gas Damper

**Case Ref:** P/2436.US **Country:** United States **Patent No:** 5,578,881 **App No:** 08/313,600 **Grant Date:** 6/11/1996 **App Date:** 29/09/1994 **Applicant:** Glacier RPB Inc. **Desc. Title:** Active Axial Gas Damper

**Case Ref:** P/2447.EP **Country:** Europ Pat Office **Patent No:** Pending **App No:** 95937115.4-2309 **Grant Date:** Pending **App Date:** 27/11/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Vertical Brg Viscosity Pump

**Case Ref:** P/2447.GB **Country:** United Kingdom **Patent No:** 2295864 **App No:** 9424592.5 **Grant Date:** 01/07/1998 **App Date:** 06/12/1994 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Vertical Brg Viscosity Pump

**Case Ref:** P/2447.JP **Country:** Japan **Patent No:** Pending **App No:** 517389/96 **Grant Date:** Pending **App Date:** 27/11/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Vertical Brg Viscosity Pump

**Case Ref:** P/2447.US **Country:** United States **Patent No:** Pending **App No:** 08/849,190 **Grant Date:** Pending **App Date:** 27/11/1995 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Vertical Brg Viscosity Pump

**Case Ref:** P/2479.EP **Country:** Euro Pat Office **Patent No:** Pending **App No:** 96922133.2-1270 **Grant Date:** Pending **App Date:** 02/07/1996 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Separate Bias & Control Coils

**Case Ref:** P/2479.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9514420.0 **Grant Date:** Pending **App Date:** 02/07/1996 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Separate Bias & Control Coils

**Case Ref:** P/2479.JP **Country:** Japan **Patent No:** Pending **App No:** 506387/97 **Grant Date:** Pending **App Date:** 02/07/1996 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Separate Bias & Control Coils

**Case Ref:** P/2479.US **Country:** United States **Patent No:** Pending **App No:** 08/983,458 **Grant Date:** Pending **App Date:** 2/07/1996 **Applicant:** Inventor(s) Pending Assignment **Desc. Title:** Separate Bias & Control Coils

**Case Ref:** P/2488.US **Country:** United States **Patent No:** 5698917 **App No:** 08/533,203 **Grant Date:** 16/12/1997 **App Date:** 25/09/1995 **Applicant:** Glacier RPB Inc. **Desc. Title:** Pressure Canning Arrangement

**Case Ref:** P/2499.EP **Country:** Euro Pat Office **Patent No:** Pending **App No:** 96940042.3-2309 **Grant Date:** Pending **App Date:** 02/12/1996 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Tilting Pad With Shim

**Case Ref:** P/2499.GB2 **Country:** United Kingdom **Patent No:** Pending **App No:** 9625030.3 **Grant Date:** Pending **App Date:** 02/12/1996 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Tilting Pad With Shim

**Case Ref:** P/2499.SG **Country:** Singapore **Patent No:** Pending **App No:** PCT/GB96/02969 **Grant Date:** Pending **App Date:** 02/12/1996 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Tilting Pad With Shim

**Case Ref:** P/2499.US **Country:** United States **Patent No:** Pending **App No:** 09/077918 **Grant Date:** Pending **App Date:** 02/12/1996 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Tilting Pad With Shim

**Case Ref:** P/2499.WO **Country:** WIPO - Intl Pat **Patent No:** Pending **App No:** PCT/GB96/02969 **Grant Date:** Pending **App Date:** 02/12/1996 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Tilting Pad With Shim

**Case Ref:** P/2514.EP **Country:** Euro Pat Office **Patent No:** Pending **App No:** 97902478.3 **Grant Date:** Pending **App Date:** 06/02/1997 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Axial Rate Inductive Sensor

**Case Ref:** P/2514.GB2 **Country:** United Kingdom **Patent No:** Pending **App No:** 9702416.0 **Grant Date:** Pending **App Date:** 06/02/1997 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Axial Rate Inductive Sensor

**Case Ref:** P/2514.JP **Country:** Japan **Patent No:** Pending **App No:** PCT/GB97/00325 **Grant Date:** Pending **App Date:** 06/02/1997 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Axial Rate Inductive Sensor

**Case Ref:** P/2514.US **Country:** United States **Patent No:** Pending **App No:** PCT/GB97/00325 **Grant Date:** Pending **App Date:** 06/02/1997 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Axial Rate Inductive Sensor

**Case Ref:** P/2514.WO **Country:** WIPO - Intl Pat **Patent No:** Pending **App No:** PCT/GB97/00325 **Grant Date:** Pending **App Date:** 06/02/1997 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Axial Rate Inductive Sensor

**Case Ref:** P/2531.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9614601.4 **Grant Date:** Pending **App Date:** 01/07/1996 **Applicant:** T&N Technology Limited **Desc. Title:** Bore Cutter

**Case Ref:** P/2531.WO **Country:** WIPO - Intl Pat **Patent No:** Pending **App No:** PCT/GB97/01827 **Grant Date:** Pending **App Date:** /04/07/1997 **Applicant:** T&N Technology Limited **Desc. Title:** Bore Cutter

**Case Ref:** P/2586.GB **Country:** United Kingdom **Patent No:** Pending **App No:** 9709164.9 **Grant Date:** Pending **App Date:** 07/05/1997 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Tilt Pad Progressive Springs

**Case Ref:** P/2586.WO **Country:** WIPO - Intl Pat **Patent No:** Pending **App No:** PCT/GB98/00983 **Grant Date:** Pending **App Date:** 02/04/1998 **Applicant:** The Glacier Metal Company Limited **Desc. Title:** Tilt Pad Progressive Springs

**Case Ref:** P/3003.DE **Country:** Germany **Patent No:** 19532750 **App No:** 19532750.0-25 **Grant Date:** 17/10/1996 **App Date:** 05/09/1995 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Rubber Seal

**Case Ref:** P/3003.EP **Country:** Euro Pat Office **Patent No:** Pending **App No:** 95116990.3 **Grant Date:** Pending **App Date:** 27/10/1995 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Rubber Seal

**Case Ref:** P/3004.DE **Country:** Germany **Patent No:** 4425037 **App No:** 4425037.1-25 **Grant Date:** 23/11/1995 **App Date:** 15/07/1994 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Elastomeric Spring

**Case Ref:** P/3004.EP **Country:** Euro Pat Office **Patent No:** Pending **App No:** 95109739.3 **Grant Date:** Pending **App Date:** 22/06/1995 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Elastomeric Spring

**Case Ref:** P/3004.HU **Country:** Hungary **Patent No:** Pending **App No:** P9502106 **Grant Date:** Pending **App Date:** 11/07/1995 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Elastomeric Spring

**Case Ref:** P/3004.PL **Country:** Poland **Patent No:** Pending **App No:** P309443 **Grant Date:** Pending **App Date:** 30/06/1995 **Applicant:** Glacier GmbH - Sollinger Hutte **Desc. Title:** Elastomeric Spring

## APPENDIX XI

**Field of Use**

*General License Restrictions:* Federal-Mogul's rights under these patents will be limited to exploitation of the teachings of the patent only in relation to Non-Automotive Heavywall Bearings. The license will be non-exclusive and royalty-free for the life of the patents. The license will not require the transfer of any technical assistance of know-how relating to the patents. The license will be assignable or transferable only to Federal-Mogul facilities dedicated to the manufacture of Non-Automotive Heavywall Bearings.

*Patent P/12:* In addition to the General License Restrictions above, the license for patent P/12 will prohibit use at any plant which Federal-Mogul at any time uses for manufacture of Thinwall Bearings that are not Non-Automotive Heavywall Bearings. No materials manufacturing rights will be granted under this license. Rather, the rights to be granted to Federal-Mogul under this license are the rights to take alloy compositions to which Federal-Mogul otherwise has rights, bond the alloy to steel, and perform heat treatment on the bonded material. Beginning six months after the Divestiture Date, Federal-Mogul will not be permitted to use the "AS124" name, or any name with the prefix "AS" or the suffix "124", in connection with any Thinwall Bearings, any Non-Automotive Heavywall Bearings, or any other bearings.

*Patent P/686:* In addition to the General License Restrictions above, the license for P/686 will prohibit use at any plant which Federal-Mogul at any time uses for manufacture of Thinwall Bearings that are not Non-Automotive Heavywall Bearings. Beginning six months after the Divestiture Date, Federal-Mogul will not be permitted to use the "AS104" name, or any name with the prefix "AS" or the suffix "104," in connection with any Thinwall Bearings, any Non-Automotive Heavywall Bearings, or any other bearings.

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Complaint

IN THE MATTER OF

## DEL PHARMACEUTICALS, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF  
SECS. 5 AND 12 OF THE FEDERAL TRADE COMMISSION ACT*Docket C-3837. Complaint, Dec. 8, 1998--Decision, Dec. 8, 1998*

This consent order prohibits, among other things, two New York-based pharmaceutical companies from making unsubstantiated claims concerning the efficacy of their over-the-counter head lice treatments. The consent order requires the respondents to make certain disclosures in advertisements concerning the use and effectiveness of their head lice treatment products. In addition, the consent order prohibits the respondents from making claims about the extent to which health care, child care, or other medical professionals recommend Baby Orajel, or any other topically applied oral cleanser, unless the respondents have adequate substantiation to support their claims.

*Participants*

For the Commission: *Linda Badger, Kerry O'Brien, Jeffrey Klurfeld, and Carolyn Cox.*

For the respondents: *Nancy Buc and Philip Katz, Buc & Beardsley, Washington, D.C.*

## COMPLAINT

The Federal Trade Commission, having reason to believe that Del Pharmaceuticals, Inc. and Del Laboratories, Inc., corporations ("respondents"), have violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent Del Pharmaceuticals, Inc. is a Delaware corporation with its principal office or place of business at 178 EAB Plaza, Uniondale, New York. Del Pharmaceuticals is a wholly-owned subsidiary of Del Laboratories, Inc.
2. Respondent Del Laboratories, Inc. is a Delaware corporation with its principal office or place of business at 178 EAB Plaza, Uniondale, New York.
3. Respondents have manufactured, advertised, labeled, offered for sale, sold, and distributed cosmetics and over-the-counter pharmaceuticals to the public, including "Pronto Lice Treatment" and

"Baby Orajel Tooth & Gum Cleanser." Pronto Lice Treatment is a pediculicide, which contains the active ingredients of 0.33 percent pyrethrum extract and 4 percent piperonyl butoxide. Baby Orajel Tooth & Gum Cleanser is a topically applied oral cleansing product, which is designed to clean the teeth and gums of infants and toddlers. Pronto Lice Treatment is a "drug" and Baby Orajel Tooth & Gum Cleanser is a "drug" and/or "cosmetic" within the meaning of Sections 12 and 15 of the Federal Trade Commission Act.

4. The acts and practices of respondents alleged in this complaint have been in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act.

#### PRONTO LICE TREATMENT

5. Respondents have disseminated or have caused to be disseminated advertisements for Pronto Lice Treatment, including but not necessarily limited to the attached Exhibits A through G. These advertisements contain the following statements:

**A. "100% Effective In Laboratory Testing In Killing Lice And Eggs. 0% Lasting Chemical Pesticide Residue Left in Your Child's Hair. Only One Lice Treatment Can Make These Claims.**

...  
Pronto is the only lice shampoo that's laboratory-tested 100% effective in killing lice and eggs\*...Plus Pronto actually helps prevent reinfestation. Breakthrough Formula Pronto. 100% effective in laboratory testing in killing lice and their eggs. While leaving nothing behind but clean, healthy hair.

...  
\*Data on file. Use as directed." (Exhibit A).

**B. "What parents should know about head lice infestations.  
Fallacy & Fact**

...  
**Fact**  
While it's true that all lice killing shampoos can kill adult lice, they don't all have the same effectiveness in killing lice eggs (nits) which can hatch later and cause reinfestation. Pronto Shampoo-and-Conditioner-in-One is laboratory proven to kill ALL lice and eggs." (Exhibit B).

**C. "... brought to you by Pronto  
The only lice shampoo laboratory tested 100% effective in killing lice and eggs without leaving a lasting pesticide residue. Pronto. So your child's hair is clean and healthy." (Exhibit C).**

**D. "Announcer: Raulito is not going to school today because his mother found out he has lice.**

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Complaint

Teacher: There isn't a better treatment than Pronto shampoo. It's the only one 100% effective against lice and eggs without leaving a lasting pesticide residue. Laboratory test show that it's more effective than Rid. Pronto is so effective that it guarantees it or your money back. Use Pronto! There is nothing more effective against lice.

Student (Raulito): And dead lice!"

(Exhibit D, translated from Spanish).

E. "Kills all the lice and their nits on contact."

(Exhibit E, translated from Spanish).

F. "Get Lice Out of Your Hair and Home!"

**Fast Acting Pronto**

Lice Killing Shampoo Kit

One Treatment Kills Lice & Their Eggs on Contact."

(Exhibit F).

G. "Medical Update for Pharmacists.

...

**Recommend Breakthrough Formula Pronto**

Pronto represents a true breakthrough in pediculicide efficacy.

**Pronto is Laboratory-Tested 100% Effective in Killing Lice and Eggs**

Pronto is the first and only lice shampoo proven in single treatment laboratory tests to be 100% effective in killing lice and eggs."

(Exhibit G).

6. Through the means described in paragraph five, respondents have represented, expressly or by implication, that:

A. Pronto Lice Treatment kills one hundred percent of lice eggs.

B. Pronto Lice Treatment is one hundred percent effective in killing lice and their eggs in a single treatment.

C. Pronto Lice Treatment helps prevent reinfestation.

7. In truth and in fact:

A. Pronto Lice Treatment does not kill one hundred percent of lice eggs. Pronto Lice Treatment is based on a pesticide which is not one hundred percent effective against lice eggs. As a result, purchasers are provided with an egg-removing comb, and are instructed to apply a second treatment in seven to ten days to kill any newly hatched lice.

B. Pronto Lice Treatment is not one hundred percent effective in killing lice and their eggs in a single treatment. In most cases, it must be reapplied in seven to ten days.

C. In many cases, Pronto Lice Treatment does not help prevent reinfestation. It does not leave a lasting pesticidal residue that would help prevent reinfestation from post-treatment contacts with other lice-infested people or things.

Therefore, the representations set forth in paragraph six were, and are, false or misleading.

8. Through the means described in paragraph five, respondents have represented, expressly or by implication, that laboratory tests prove that Pronto Lice Treatment is one hundred percent effective in killing lice and their eggs.

9. In truth and in fact, laboratory tests do not prove that Pronto Lice Treatment is one hundred percent effective in killing lice and their eggs. Therefore, the representation set forth in paragraph eight was, and is, false or misleading.

10. Through the means described in paragraph five, respondents have represented, expressly or by implication, that they possessed and relied upon a reasonable basis that substantiated the representations set forth in paragraph six, at the time the representations were made.

11. In truth and in fact, respondents did not possess and rely upon a reasonable basis that substantiated the representations set forth in paragraph six, at the time the representations were made. Therefore, the representation set forth in paragraph ten was, and is, false or misleading.

#### BABY ORAJEL TOOTH & GUM CLEANSER

12. Respondents have disseminated or have caused to be disseminated advertisements for Baby Orajel Tooth & Gum Cleanser, including but not necessarily limited to the attached Exhibits H and I. These advertisements contain the following statements:

A. **"Baby teeth have special needs.**

**Pediatricians recommend Baby Orajel Tooth & Gum Cleanser.**

...

• **Pediatrician recommended.**

Nine out of every ten pediatricians surveyed would recommend Baby Orajel Tooth & Gum Cleanser." (Exhibit H)

B. **"Ordinary toothpastes are great for older kids, but baby teeth have special needs.**

**Discover why pediatricians recommend Baby Orajel Tooth & Gum Cleanser.**

...

- **PEDIATRICIAN RECOMMENDED.**

Nine out of every ten pediatricians surveyed would recommend Baby Orajel Tooth & Gum Cleanser." (Exhibit I)

13. Through the means described in paragraph twelve, respondents have represented, expressly or by implication, that competent and reliable surveys show that nine out of ten pediatricians would recommend Baby Orajel Tooth & Gum Cleanser.

14. In truth and in fact, competent and reliable surveys do not show that nine out of ten pediatricians surveyed would recommend Baby Orajel Tooth & Gum Cleanser. Among other reasons, the survey relied upon by respondents is methodologically flawed and the greatest number of respondents to that survey said they were only "somewhat likely" to recommend Baby Orajel Tooth & Gum Cleanser. Therefore, the representation set forth in paragraph thirteen was, and is, false or misleading.

15. Through the means described in paragraph twelve, respondents have represented, expressly or by implication, that nine out of ten pediatricians recommend Baby Orajel Tooth & Gum Cleanser.

16. Through the means described in paragraph twelve, respondents have represented, expressly or by implication, that they possessed and relied upon a reasonable basis that substantiated the representations set forth in paragraphs thirteen and fifteen, at the time the representations were made.

17. In truth and in fact, respondents did not possess and rely upon a reasonable basis that substantiated the representations set forth in paragraphs thirteen and fifteen, at the time the representations were made. In addition to the reasons stated in paragraph fourteen, the survey relied upon by respondents was not designed to elicit whether pediatricians actually do recommend Baby Orajel Tooth & Gum Cleanser to their patients. The survey merely asked pediatricians how likely they would be to recommend the product. Therefore, the representation set forth in paragraph sixteen was, and is, false or misleading.

18. The acts and practices of respondents as alleged in this complaint constitute unfair or deceptive acts or practices, and the making of false advertisements, in or affecting commerce in violation of Sections 5(a) and 12 of the Federal Trade Commission Act.

EXHIBIT A

**100% Effective In  
Laboratory Testing  
In Killing Lice And Eggs.**

**0% Lasting Chemical Pesticide Residue  
Left In Your Child's Hair.**

**Only One Lice Treatment Can  
Make These Claims.**

...ent there is. But you don't  
... residue. That's why the only lice  
... and 100% effective in killing lice and eggs.\*  
... works without leaving a lasting pesticide  
... prevent reinfestation.  
... in laboratory testing in killing lice and their  
... clean, healthy hair.



**Breakthrough Formula Pronto.®**

EXHIBIT A

Data on file. Use as directed. ©1996 Del Pharmaceuticals, Inc. a subsidiary of Del Laboratories, Inc.

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Complaint

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EXHIBIT B



Fact

While it's true that all lice killing shampoos can kill adult lice, they don't all have the same effectiveness in killing lice eggs (nits) which can hatch later and cause reinfestation. Pronto Shampoo-and-Conditioner-in-One is laboratory proven to kill ALL lice and eggs. What's more, its maximum strength pyrethrin formula will not leave a lasting pesticide residue on the child's head, like the leading creme rinse lice product that contains the synthetic ingredient permethrin.

000318  
DEL



Fact

To prevent reinfestation, there are other precautions you should take:  
1. All clothing and bed linens that have been in contact with the infested person must be washed in hot water and dried in a hot dryer.  
2. Combs and brushes should be discarded or soaked in a lice shampoo for one hour.  
3. Vacuum all rugs, furniture, and mattresses. You may want to use Pronto lice killing spray.

000317  
DEL



Fact

The head louse cannot jump, hop or fly. And it is a human parasite that cannot live on the body of a dog or cat. The only way people become infested is through direct contact with infested persons, or by wearing infested clothing, using infested combs or brushes, or lying on infested bedding, carpeting or furniture. It's important that you caution your children about sharing a playmate's hat, clothing, or comb.

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DEL

EXHIBIT B-1

55c  
ANUFACTURER  
EXPIRES  
EXPIRATION DATE  
you will be paid the face value of  
by handling provided you received a  
CONSTITUTES TRADING Permit of fall-  
to cover the coupon submitted to us  
\* Void where prohibited by law  
\* Void where prohibited by state  
\* Void where prohibited by local  
\* Void where prohibited by federal  
\* Void where prohibited by state  
\* Void where prohibited by local  
\* Void where prohibited by federal  
U.S.A., Puerto Rico, Guam, U.S.  
This coupon good only on the product  
one coupon redeemed per purchase.  
My constitute: Trade, Coupon man-  
iprove to:  
U.S.A. 20 86486006  
110 103360  
1031072155

15

55c  
ANUFACTURER  
COUPON  
EXPIRATION DATE  
you will be paid the face value of  
by handling provided you received a  
CONSTITUTES TRADING Permit of fall-  
to cover the coupon submitted to us  
\* Void where prohibited by law  
\* Void where prohibited by state  
\* Void where prohibited by local  
\* Void where prohibited by federal  
U.S.A., Puerto Rico, Guam, U.S.  
This coupon good only on the product  
one coupon redeemed per purchase.  
My constitute: Trade, Coupon man-  
iprove to:  
U.S.A. 20 86486006  
110 103370  
1031072155

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Complaint

EXHIBIT C

Minimercial Copy

... brought to you by Pronto

The only lice shampoo laboratory tested 100% effective in killing lice and eggs without leaving a lasting pesticide residue. Pronto. So your child's hair is clean and healthy.

000264  
DEL

EXHIBIT D

PRONTO

"RAULITO" :30

Spanish

Locutor: Raulito no va a la escuela porque su mama entero que tiene piojos.

Maestra: No hay mejor tratamiento que el champú Pronto. El único cien por ciento efectivo contra piojos y huevecillos sin dejar residuos de pesticida duraderos. Pruebas de laboratorio demuestran que es más efectivo que Rid.

Pronto es tan efectivo que lo garantiza o le devuelva su dinero.

¡Use Pronto! No hay nada mas efectivo contra piojos.

Estudiante (Raulito): ¡Y muerta piojos!

English

Announcer: Raulito is not going to school today because his mother found out he has lice.

Teacher: There isn't a better treatment than Pronto shampoo. It's the only one 100% effective against lice and eggs without leaving a lasting pesticide residue. Laboratory test show that it's more effective than Rid.

Pronto is so effective that it guarantees it or your money back.

Use Pronto! There is nothing more effective against lice.

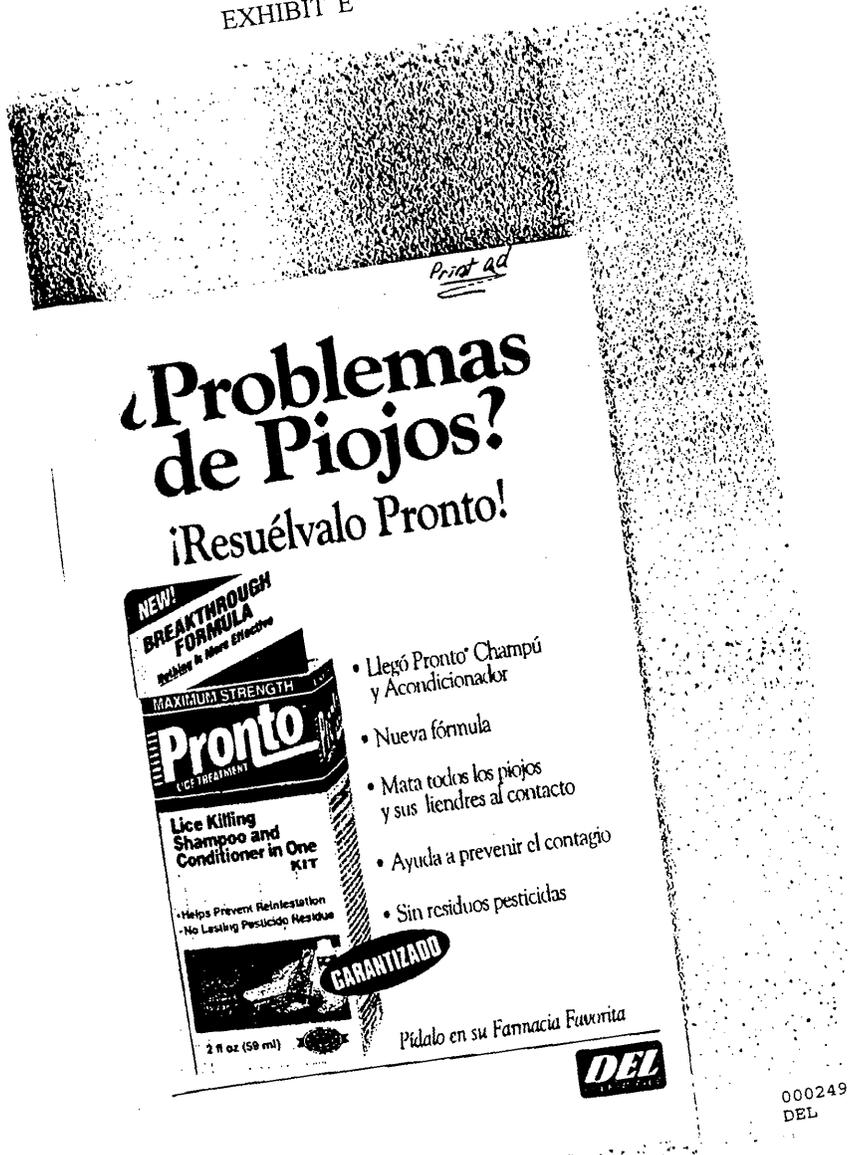
Student (Raulito): And dead lice!

000262  
DEL

EXHIBIT D

Complaint

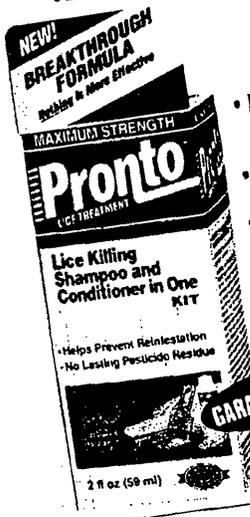
EXHIBIT E



*Pronto ad*

# ¿Problemas de Piojos?

## ¡Resuélvalo Pronto!



- Llegó Pronto\* Champú y Acondicionador
- Nueva fórmula
- Mata todos los piojos y sus liendres al contacto
- Ayuda a prevenir el contagio
- Sin residuos pesticidas

Pídalo en su Farmacia Favorita



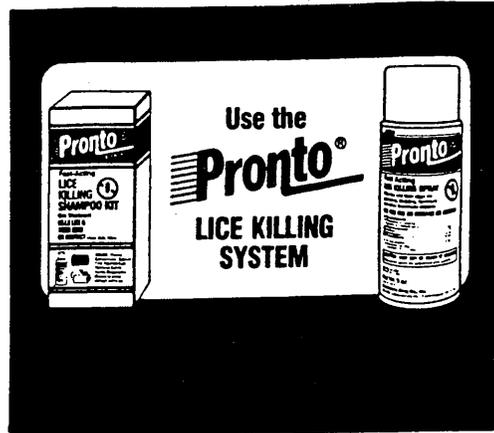
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DEL

EXHIBIT E

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Complaint

EXHIBIT F



**Yours For The Asking**

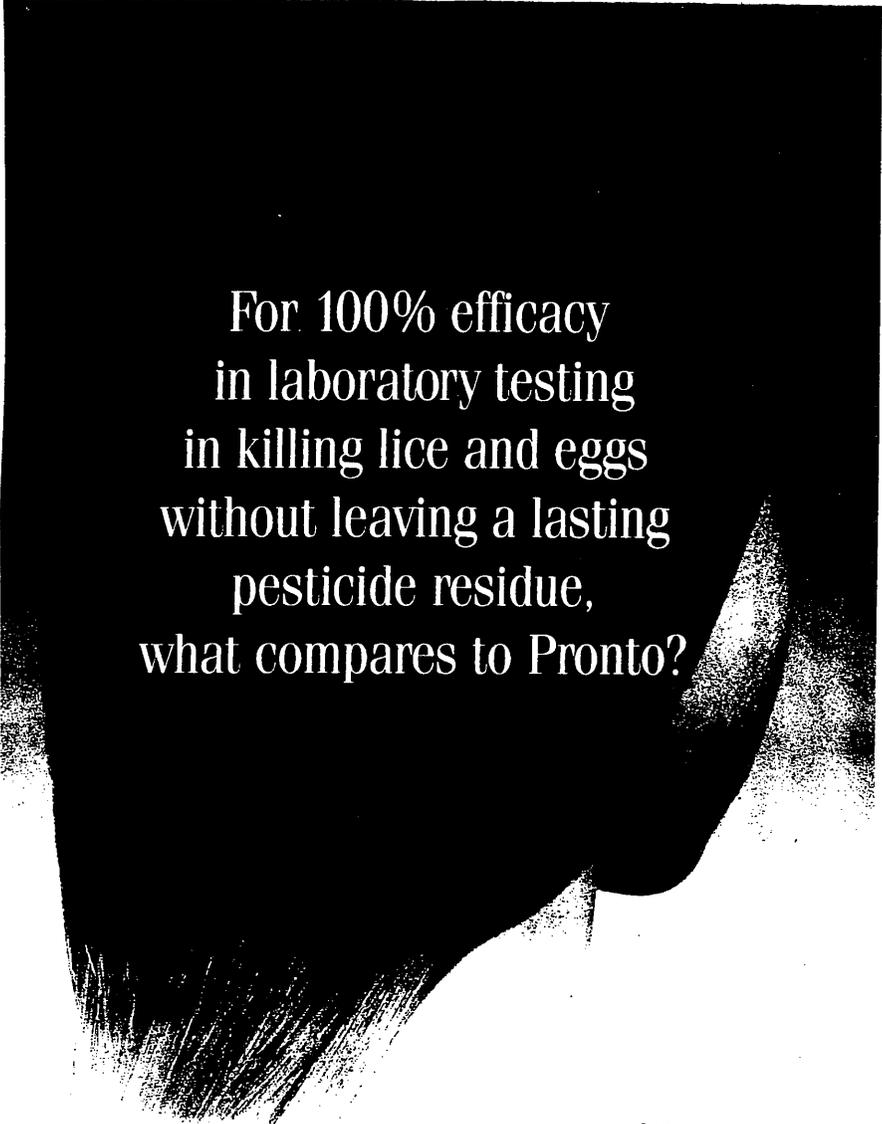
While most prescriptions are dispensed in child-resistant containers, the regular (non-safety caps) are available upon request.

*The Choice Is Yours!*



EX. F

## EXHIBIT G



For 100% efficacy  
in laboratory testing  
in killing lice and eggs  
without leaving a lasting  
pesticide residue,  
what compares to Pronto?

EXHIBIT G

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DEL

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Complaint

EXHIBIT G



**Recommend the Most Effective Treatment**

When someone's child has lice, you want to recommend the most effective treatment there is. Combine the improved formula with other Pronto benefits, and nothing compares to Pronto.

**Recommend Breakthrough Formula Pronto**

Pronto represents a true breakthrough in pediculicide efficacy.

**Pronto is Laboratory-Tested 100% Effective in Killing Lice and Eggs**

Pronto is the first and only lice shampoo proven in single treatment laboratory tests to be 100% effective in killing lice and eggs.

**Pronto Works Without Leaving a Lasting Pesticide Residue**

Unlike the leading creme rinse treatment, Pronto leaves nothing behind but clean, healthy hair. Plus, it actually helps prevent reinfestation.

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DEL

EXHIBIT G-1

Complaint

126 F.T.C.

## EXHIBIT H

EXHIBIT H

# Baby teeth have special needs.

Pediatricians recommend Baby Orajel<sup>®</sup> Tooth & Gum Cleanser.

- **Kids get plaque, too.**  
Sugars in formula, juice, and other foods form plaque. Water isn't enough to remove it. And ordinary toothpaste has disadvantages.
- **Unique plaque-fighter for babies and toddlers.**  
Gentle Microdent<sup>™</sup> helps remove plaque from soft new teeth and prevent its build-up.
- **Non-abrasive and fluoride-free.**  
It's gentle on new enamel and gums. Also, ask your doctor why fluoride toothpaste may not be right for your baby.
- **Non-foaming and safe to swallow.**  
That's important since young children have trouble spitting out.
- **Babies and toddlers love the taste.**  
Now good oral hygiene can be fun!
- **Pediatrician recommended.**  
Nine out of every ten pediatricians surveyed would recommend Baby Orajel<sup>®</sup> Tooth & Gum Cleanser. Ask your doctor.



The one for kids under four.

775

Complaint

EXHIBIT I

EXHIBIT I

# Ordinary toothpastes are great for older kids, but baby teeth have special needs.



1 year

Discover why pediatricians recommend  
Baby Orajel® Tooth & Gum Cleanser.

**KIDS GET PLAQUE, TOO.**

Sugars in formula, juice and other foods form plaque. Water isn't enough to remove it. And ordinary toothpaste has disadvantages.

**UNIQUE PLAQUE-FIGHTER FOR BABIES AND TODDLERS.**

Gentle Microdent® helps remove plaque from soft new teeth and prevent its build-up.

**NON-ABRASIVE AND FLUORIDE-FREE.**

It's gentle on new enamel and gums. Also, ask your doctor why fluoride toothpaste may not be right for your baby.

**NON-FOAMING AND SAFE TO SWALLOW.**

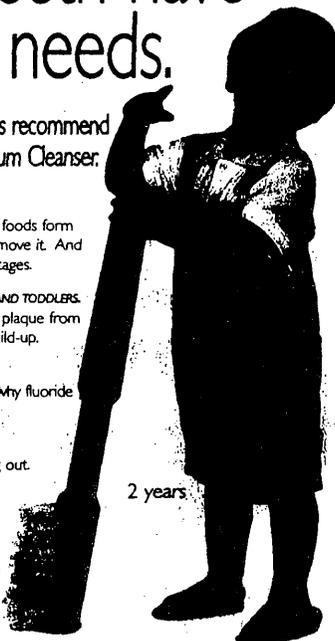
That's important since young children have trouble spitting out.

**BABIES AND TODDLERS LOVE THE TASTE.**

Now good oral hygiene can be fun!

**PEDIATRICIAN RECOMMENDED.**

Nine out of every ten pediatricians surveyed would recommend Baby Orajel Tooth & Gum Cleanser.



2 years



3 years

The one  
for kids  
under  
four.



Use as directed. ©1997 Del Pharmaceuticals, Inc., a subsidiary of Del Laboratories, Inc.

For more information and coupons, call 1-800-452-5090 or visit us at www.orajel.com

## DECISION AND ORDER

The Federal Trade Commission having initiated an investigation of certain acts and practices of the respondents named in the caption hereof, and the respondents having been furnished thereafter with a copy of a draft of complaint which the San Francisco Regional Office proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge respondents with violation of the Federal Trade Commission Act; and

The respondents, their attorney, and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by the respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, or that the facts as alleged in such complaint, other than jurisdictional facts, are true and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Act, and that a complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1.a. Respondent Del Pharmaceuticals, Inc., is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 178 EAB Plaza, Uniondale, New York. Del Pharmaceuticals is a wholly-owned subsidiary of Del Laboratories, Inc.

1.b. Respondent Del Laboratories, Inc., is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 178 EAB Plaza, Uniondale, New York.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

## ORDER

## DEFINITIONS

For purposes of this order, the following definitions shall apply:

1. "*Competent and reliable scientific evidence*" shall mean tests, analyses, research, studies, or other evidence based on the expertise of professionals in the relevant area, that has been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

2. "*Pronto Lice Treatment*" shall mean the pediculicide marketed by respondents which contains the active ingredients of 0.33 percent pyrethrum extract and 4 percent piperonyl butoxide.

3. "*Substantially similar product*" shall mean any pediculicide marketed by respondents which contains the active ingredients of pyrethrum extract and piperonyl butoxide, and is covered by the Food and Drug Administration's Final Monograph on OTC Pediculicide Drug Products.

4. "*Baby Orajel Tooth & Gum Cleanser*" shall mean the topical oral treatment for infants and toddlers marketed by respondents that contains the active ingredient Microdent™ (Poloxamer 407 2.0%, Simethicone 0.12%).

5. Unless otherwise specified, "*respondents*" shall mean Del Pharmaceuticals, Inc. and Del Laboratories, Inc., corporations, their successors and assigns, and their officers, agents, representatives, and employees.

6. "*Commerce*" shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. 44.

7. "*Drug*" and "*device*" shall mean as defined in Section 15 of the Federal Trade Commission Act, 15 U.S.C. 55.

8. "*Pesticide*" shall mean as defined in Section 2 of the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136(u).

9. "*Clearly and prominently*" shall mean as follows:

A. In an advertisement communicated through an electronic medium (such as television, video, radio, and interactive media such as the Internet and online services), any audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. Any video disclosure shall be of a size and shade, and shall appear on the screen for a duration,

sufficient for an ordinary consumer to read and comprehend it. In addition to the foregoing, in interactive media the disclosure shall also be unavoidable and shall be presented prior to the consumer incurring any financial obligation.

B. In a print advertisement or promotional material, the disclosure shall be in a type size and location sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background against which it appears. In multipage documents, the disclosure shall appear on the cover or first page.

Nothing contrary to, inconsistent with, or in mitigation of the disclosure shall be used in any advertisement or on any label.

#### I.

*It is ordered,* That respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of Pronto Lice Treatment or any substantially similar product in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, that:

- A. Such product kills one hundred percent of lice eggs;
- B. Such product is one hundred percent effective in killing lice and their eggs in a single treatment; or
- C. Such product prevents reinfestation,

unless the representation is true and, at the time it is made, respondents possess and rely upon competent and reliable scientific evidence that substantiates the representation.

#### II.

*It is further ordered,* That, for a period of two (2) years from the date of service of this order, respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of Pronto Lice Treatment or any other substantially similar product, in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, in print advertisements or promotional materials about the efficacy of such product in the removal or elimination of lice or the treatment of lice infestations ("triggering representation"), unless it makes the

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following disclosure, clearly and prominently, in such advertisements or promotional materials containing the triggering representation:

Reapplication and egg removal are required to ensure complete effectiveness.  
See label for important information.

Provided, however, that the above disclosure shall not be required if respondents possess and rely upon competent and reliable scientific evidence demonstrating that the product is effective for the complete elimination of all lice and lice eggs in a single application.

Provided, further, that the above disclosure shall not be required in a particular piece of promotional material if such promotional material constitutes "labeling of a pediculicide drug product" subject to the labeling requirements of the Food and Drug Administration's Final Monograph on OTC Pediculicide Drug Products, 21 CFR 358.650.

### III.

*It is further ordered,* That, for a period of two (2) years from the date of service of this order, respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of Pronto Lice Treatment or any other substantially similar product, in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, in advertisements communicated through an electronic medium, about the efficacy of such product in the removal or elimination of lice or the treatment of lice infestations ("triggering representation"), unless it makes the following disclosure, clearly and prominently, in the video portion of such advertisements (or in the audio portion if the advertisement is audio only) containing the triggering representation:

Two Treatments Required.

Provided, however, that if the respondents make any representation, in any manner, expressly or by implication, about directions for use of such product in advertisements communicated through an electronic medium utilizing both video and audio, the disclosure shall be presented in both the video and the audio portions of such advertisements.

Provided, further, that the above disclosure shall not be required if respondents possess and rely upon competent and reliable scientific evidence demonstrating that the product is effective for the complete elimination of all lice and lice eggs in a single application.

#### IV.

*It is further ordered,* That respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of Baby Orajel Tooth & Gum Cleanser or any other topically applied oral cleansing product in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, about:

A. The extent to which doctors or other health, childcare, or medical professionals recommend or would recommend such product; or

B. The recommendation, approval, or endorsement of such product by any health, childcare, or medical professional, profession, group or other entity;

unless, at the time the representation is made, respondents possess and rely upon competent and reliable evidence, which when appropriate must be competent and reliable scientific evidence, that substantiates the representation.

#### V.

*It is further ordered,* That respondents, directly or through any corporation, subsidiary, division, or other device, in connection with the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any drug or device for the treatment of lice in humans, any pesticide for treatment of lice, or any topically applied oral cleansing product in or affecting commerce, shall not misrepresent, in any manner, expressly or by implication, the existence, contents, validity, results, conclusions, or interpretations of any test, study, or research.

#### VI.

*It is further ordered,* That respondents, directly or through any corporation, subsidiary, division, or other device, in connection with

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the manufacturing, labeling, advertising, promotion, offering for sale, sale, or distribution of any drug or device for the treatment of lice in humans, or any pesticide for treatment of lice in or affecting commerce, shall not make any representation, in any manner, expressly or by implication, regarding the efficacy of such product, unless, at the time the representation is made, respondents possess and rely upon competent and reliable scientific evidence that substantiates the representation.

## VII.

*It is further ordered,* That the Parts I, II, III, V and VI of this order shall not apply to any labels or labeling printed prior to the date that the explanation of this order is published in the Federal Register for public comment pursuant to Section 2.34 of the Commission's Rules and shipped by respondents prior to one hundred (100) days after the date that the explanation of this order is published in the Federal Register for public comment pursuant to Section 2.34 of the Commission's Rules.

## VIII.

Nothing in this order shall prohibit respondents from making any representation for any drug that is permitted in the labeling for such drug under any tentative final or final standard promulgated by the Food and Drug Administration, or under any new drug application approved by the Food and Drug Administration.

## IX.

*It is further ordered,* That respondents Del Pharmaceuticals, Inc. and Del Laboratories, Inc., and their successors and assigns shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon request make available to the Federal Trade Commission for inspection and copying:

- A. All advertisements and promotional materials containing the representation;
- B. All materials that were relied upon in disseminating the representation; and
- C. All tests, reports, studies, surveys, demonstrations, or other evidence in their possession or control that contradict, qualify, or call

into question the representation, or the basis relied upon for the representation, including complaints and other communications with consumers or with governmental or consumer protection organizations.

X.

*It is further ordered*, That respondents Del Pharmaceuticals, Inc. and Del Laboratories, Inc., and their successors and assigns shall deliver a copy of this order to all current and future principals, officers, and directors, and to all current and future managers, employees, agents, and representatives having responsibilities with respect to the subject matter of this order. Respondents shall deliver this order to current personnel within thirty (30) days after the date of service of this order, and, for a period of five (5) years from the date of issuance of this order, to future personnel within thirty (30) days after the person assumes such position or responsibilities.

XI.

*It is further ordered*, That respondents Del Pharmaceuticals, Inc. and Del Laboratories, Inc., and their successors and assigns shall notify the Commission at least thirty (30) days prior to any change in the corporation(s) that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that, with respect to any proposed change in the corporation about which respondents learn less than thirty (30) days prior to the date such action is to take place, respondents shall notify the Commission as soon as is practicable after obtaining such knowledge. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C.

XII.

*It is further ordered*, That respondents Del Pharmaceuticals, Inc. and Del Laboratories, Inc., and their successors and assigns shall, within sixty (60) days after the date of service of this order, and at

such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

### XIII.

This order will terminate on December 8, 2018, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; provided, however, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that the respondents did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

#### STATEMENT OF CHAIRMAN PITOFSKY AND COMMISSIONERS ANTHONY AND THOMPSON

We write to express our views about the concerns Commissioner Swindle raises regarding the disclosure remedy in these cases. The orders require that, for two years, whenever a claim is made regarding the efficacy of the lice removal products, the respondents include a disclosure about the necessity for a second application of their product. The disclosure remedy in these cases is fencing-in relief, designed to prevent purchasers of respondents' products from being deceived by *future* advertising.<sup>1</sup> The triggered disclosure about the

<sup>1</sup> It is also worth noting that the Commission has distinguished triggered disclosures such as those in these cases from corrective advertising, which is required regardless of the contents of the ad. *Removatron Int'l Corp.*, 111 FTC 206, 311-12 n. 28 (1988), *aff'd*, 884 F.2d 1489 (1st Cir. 1989). See also *American Home Prods. Corp. v. FTC*, 695 F.2d 681, 700 (3rd Cir. 1982).

need for two treatments provides additional assurance that consumers will not be misled by future ads. We are satisfied that the triggered disclosures in these orders are appropriate and reasonable.

STATEMENT OF COMMISSIONER ORSON SWINDLE

I have voted in favor of issuance of the final orders in these cases because there is reason to believe that the respondents have violated the law and most of the relief contained in the orders is necessary and appropriate. However, I continue to have concerns with regard to the need for and scope of one of the disclosure requirements contained in the orders.

The complaints include the allegation that the respondents claimed that their respective lice products eradicate a lice infestation after a single treatment. In truth, reapplication and careful combing are required to complete the treatments. To address this allegedly false claim, the orders prohibit the respondents from making, expressly or by implication, any claim that their lice treatment products work in only one treatment, unless that claim is true and substantiated. I agree that this prohibition is necessary and appropriate.

The orders, however, go further. For a period of two years, whenever the respondents make any efficacy claim for one of their lice treatment products, they must disclose "Two Treatments Required." The majority of the Commission has cast this provision as a "triggered disclosure requirement" and concluded that it is "appropriate and reasonably related to the alleged violations of Section 5." Even if this is a triggered disclosure requirement,<sup>1</sup> I do not believe that it is either necessary or appropriate.

The majority apparently believes that consumers will be misled if the respondents do not disclose that two treatments are required whenever they make an efficacy claim for their products. However, if a respondent makes a one-treatment claim that is false or unsubstantiated, the Commission can bring an action for violating the

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<sup>1</sup> The majority is correct that the requirement has the form of a triggered disclosure, but the substance of the requirement is indistinguishable from corrective advertising. The disclosure will be required whenever the respondents make any express or implied claim that their products are efficacious, which likely would include all or virtually all of the ads they run for their lice treatment products. The disclosure also is required for only a limited period of time, which is also consistent with being a corrective advertising measure.

injunctive provisions of the order, and thus the two-treatment disclosure requirement would be unnecessary. On the other hand, if a respondent makes a one-treatment claim that is true and substantiated, the disclosure itself -- "Two Treatments Required" -- would be false, because the product would require only one treatment to be effective. Consequently, the disclosure requirement is not needed to prevent the respondents from making the misleading claim that their lice products work in one treatment.

Even if some sort of disclosure requirement were needed to prevent deception, the disclosure requirement imposed here is not appropriate. It appears both overbroad and inadequate in duration. The triggered disclosure must be made whenever an efficacy claim is made, but not every efficacy claim (*e.g.*, the product "works") creates the impression that the product will work in only one treatment. Without such an impression, there may well be no need to disclose that two treatments are required. Moreover, the triggered disclosure requirement is inadequate because it terminates after two years. If the disclosure in fact is necessary to prevent deception, then why does it end after two years? If the Commission decides to impose a triggered disclosure requirement to prevent future ads from being deceptive, it should be triggered by a claim that would be deceptive in the absence of the information to be disclosed and should continue as long as necessary to prevent deception.

I support the Commission's move toward stronger remedies. The injunctive provisions of these orders, together with the FDA-mandated labeling,<sup>2</sup> should ensure that consumers have truthful and accurate information before and after purchase. The disclosure requirement here, however, is unnecessary and inappropriate.

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<sup>2</sup> The FDA requires the following statement on the label of any shampoo formulated to treat head lice: "Apply to affected area until all the hair is thoroughly wet with product. Allow product to remain on area for 10 minutes but no longer. Add sufficient warm water to form a lather and shampoo as usual. Rinse thoroughly. A fine-toothed comb or special lice/nit removing comb may be used to help remove dead lice or their eggs (nits) from hair. A second treatment must be done in 7 to 10 days to kill any newly hatched lice."

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IN THE MATTER OF

ALBERTSON'S, INC., ET AL.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF  
SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE  
FEDERAL TRADE COMMISSION ACT

*Docket C-3838. Complaint, Dec. 8, 1998--Decision, Dec. 8, 1998*

This consent order, among other things, requires the respondents to divest 15 supermarkets, eight in Montana and seven in Wyoming. In addition, the consent order requires the respondents to provide written notification to the Commission prior to acquiring any facility that has operated as a supermarket in the designated areas.

*Participants*

For the Commission: *James Fishkin, Joseph Brownman, Phillip Broyles, William Baer, William Layher, and Jonathan Baker.*

For the respondents: *Christopher MacAvoy, Collier, Shannon, Rill & Scott, Washington, D.C. and Henry Thumann, O'Melveny & Myers, Los Angeles, CA.*

COMPLAINT

Pursuant to the provisions of the Federal Trade Commission Act, and by virtue of the authority vested in it by said Act, the Federal Trade Commission ("Commission"), having reason to believe that respondent Albertson's, Inc. ("Albertson's") and respondent Locomotive Acquisition Corporation ("Locomotive"), a wholly-owned subsidiary of respondent Albertson's, have entered into an agreement to acquire all of the outstanding shares of respondent Buttrey Food and Drug Store Company, Inc. ("Buttrey"), a corporation of which a majority of the voting securities is owned by respondent FS Equity Partners II, L.P. ("FS Equity Partners"), all subject to the jurisdiction of the Commission, in violation of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. 45, that such acquisition, if consummated, would violate Section 7 of the Clayton Act, as amended, 15 U.S.C. 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. 45, and that a proceeding in respect thereof would be in the public interest, hereby issues its complaint, stating its charges as follows:

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Complaint

## DEFINITION

## 1. For the purposes of this complaint:

"*Supermarket*" means a full-line retail grocery store with annual sales of at least \$2 million that carries a wide variety of food and grocery items in particular product categories, including bread and dairy products; refrigerated and frozen food and beverage products; fresh and prepared meats and poultry; produce, including fresh fruits and vegetables; shelf-stable food and beverage products, including canned and other types of packaged products; staple foodstuffs, which may include salt, sugar, flour, sauces, spices, coffee, and tea; and other grocery products, including nonfood items such as soaps, detergents, paper goods, other household products, and health and beauty aids.

## ALBERTSON'S, INC.

2. Respondent Albertson's is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at East Parkcenter Boulevard, Boise, Idaho. Albertson's had \$14.7 billion in total sales for the fiscal year ending January 31, 1998.

3. Respondent Albertson's is, and at all times relevant herein has been, engaged in the operation of supermarkets in 23 Western, Midwestern, and Southern states.

4. Respondent Albertson's is, and at all times relevant herein has been, engaged in commerce as "commerce" is defined in Section 1 of the Clayton Act, as amended, 15 U.S.C. 12, and is a corporation whose business is in or affecting commerce as "commerce" is defined in Section 4 of the Federal Trade Commission Act, as amended, 15 U.S.C. 44.

## LOCOMOTIVE ACQUISITION CORPORATION

5. Respondent Locomotive is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at c/o Albertson's, Inc., East Parkcenter Boulevard, Boise, Idaho.

6. Respondent Locomotive is, and at all times relevant herein has been, a wholly-owned subsidiary of Albertson's established to acquire the outstanding shares of Buttrey.

7. Respondent Locomotive is, and at all times relevant herein has been, engaged in commerce as "commerce" is defined in Section 1 of

the Clayton Act, as amended, 15 U.S.C. 12, and is a corporation whose business is in or affecting commerce as "commerce" is defined in Section 4 of the Federal Trade Commission Act, as amended, 15 U.S.C. 44.

#### BUTTREY FOOD AND DRUG STORES COMPANY

8. Respondent Buttrey is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 601 6th Street, S.W., Great Falls, Montana. Buttrey had \$391.4 million in total sales for the fiscal year ending January 31, 1998.

9. Respondent Buttrey is, and at all times relevant herein has been, engaged in the operation of supermarkets in Montana, Wyoming, and North Dakota.

10. Respondent Buttrey is, and at all times relevant herein has been, engaged in commerce as "commerce" is defined in Section 1 of the Clayton Act, as amended, 15 U.S.C. 12, and is a corporation whose business is in or affecting commerce as "commerce" is defined in Section 4 of the Federal Trade Commission Act, as amended, 15 U.S.C. 44.

#### FS EQUITY PARTNERS II, L.P.

11. Respondent FS Equity Partners is a limited partnership organized, existing, and doing business under and by virtue of the laws of the State of California, with its office and principal place of business located at 11100 Santa Monica Boulevard, Suite 1900, Los Angeles, California.

12. Respondent FS Equity Partners is, and at all times relevant herein has been, the owner of a majority of the voting securities of Buttrey.

13. Respondent FS Equity Partners is, and at all times relevant herein has been, engaged in commerce as "commerce" is defined in Section 1 of the Clayton Act, as amended, 15 U.S.C. 12, and is a partnership whose business is in or affecting commerce as "commerce" is defined in Section 4 of the Federal Trade Commission Act, as amended, 15 U.S.C. 44.

#### ACQUISITION

14. On or about January 19, 1998, Albertson's and Locomotive entered into an Agreement and Plan of Merger with Buttrey to acquire

through a cash tender offer all of the outstanding common stock of Buttrey for \$15.50 per share. The total value of the proposed acquisition is approximately \$174 million.

#### TRADE AND COMMERCE

15. The relevant line of commerce (*i.e.*, the product market) in which to analyze the acquisition described herein is the retail sale of food and grocery products in supermarkets.

16. Supermarkets provide a distinct set of products and services for consumers who desire to one-stop shop for food and grocery products. Supermarkets carry a full line and wide selection of both food and nonfood products (typically more than 10,000 different stock-keeping units ("SKUs")) as well as a deep inventory of those SKUs. In order to accommodate the large number of food and nonfood products necessary for one-stop shopping, supermarkets are large stores that typically have at least 10,000 square feet of selling space.

17. Supermarkets compete primarily with other supermarkets that provide one-stop shopping for food and grocery products. Supermarkets primarily base their food and grocery prices on the prices of food and grocery products sold at nearby supermarkets. Supermarkets do not regularly price-check food and grocery products sold at other types of stores and do not significantly change their food and grocery prices in response to prices at other types of stores. Most consumers shopping for food and grocery products at supermarkets are not likely to shop elsewhere in response to a small price increase by supermarkets.

18. Retail stores other than supermarkets that sell food and grocery products, such as neighborhood "mom & pop" grocery stores, convenience stores, specialty food stores (*e.g.*, seafood markets, bakeries, etc.), club stores, military commissaries, and mass merchants, do not effectively constrain prices at supermarkets because they operate significantly different retail formats. None of these stores offers a supermarket's distinct set of products and services that enable consumers to one-stop shop for food and grocery products.

19. The relevant sections of the country (*i.e.*, the geographic markets) in which to analyze the acquisition described herein are the areas in and near the following cities and towns:

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- a. Billings, Montana;
- b. Bozeman, Montana;
- c. Butte, Montana;
- d. Great Falls, Montana;
- e. Helena, Montana;
- f. Missoula, Montana;
- g. Casper, Wyoming;
- h. Cheyenne, Wyoming;
- i. Cody, Wyoming;
- j. Gillette, Wyoming; and
- k. Laramie, Wyoming.

## MARKET STRUCTURE

20. The relevant markets are highly concentrated, whether measured by the Herfindahl-Hirschman Index (commonly referred to as "HHI") or by two-firm and four-firm concentration ratios. The acquisition would substantially increase concentration in each market. Albertson's and Buttrey would have a combined market share of more than 35% in each geographic market. The post-acquisition HHIs in the geographic markets range from 2,264 to 10,000.

## ENTRY CONDITIONS

21. Entry would not be timely, likely, or sufficient to prevent anticompetitive effects in the relevant sections of the country.

## ACTUAL COMPETITION

22. Albertson's and Buttrey are actual and direct competitors in the relevant markets.

## EFFECTS

23. The effect of the acquisition, if consummated, may be substantially to lessen competition in the relevant line of commerce in the relevant sections of the country in violation of Section 7 of the Clayton Act, as amended, 15 U.S.C. 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. 45, in the following ways, among others:

- a. By eliminating direct competition between supermarkets owned or controlled by Albertson's and supermarkets owned or controlled by Buttrey;
- b. By increasing the likelihood that Albertson's will unilaterally exercise market power; and
- c. By increasing the likelihood of, or facilitating, collusion or coordinated interaction,

each of which increases the likelihood that the prices of food, groceries or services will increase, and the quality and selection of food, groceries or services will decrease, in the relevant sections of the country.

#### VIOLATIONS CHARGED

24. The Agreement and Plan of Merger between Albertson's and Locomotive to acquire all of the outstanding stock of Buttrey violates Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. 45, and the proposed acquisition would, if consummated, violate Section 7 of the Clayton Act, as amended, 15 U.S.C. 18, and Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. 45.

#### DECISION AND ORDER

The Federal Trade Commission ("Commission") having initiated an investigation of the proposed acquisition of Buttrey Food and Drug Store Company ("Buttrey"), a majority of which is owned by FS Equity Partners II, L.P. ("FS Equity Partners"), by Albertson's, Inc. ("Albertson's") and Locomotive Acquisition Corporation ("Locomotive") (collectively, "respondents"), and respondents having been furnished with a copy of a draft complaint that the Bureau of Competition proposed to present to the Commission for its consideration, and which, if issued by the Commission, would charge respondents with violations of Section 5 of the Federal Trade Commission Act, as amended, 15 U.S.C. 45, and Section 7 of the Clayton Act, as amended, 15 U.S.C. 18; and

Respondents, their attorneys, and counsel for the Commission having thereafter executed an agreement containing a consent order, an admission by respondents of all the jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by respondents that the law has been violated as alleged in such complaint, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondents have violated the said Acts, and that complaint should issue stating its charges in that respect, and having thereupon accepted the

executed consent agreement and placed such agreement on the public record for a period of sixty (60) days, now in further conformity with the procedure prescribed in Section 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent Albertson's, Inc. is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 250 East Parkcenter Boulevard, Boise, Idaho.

2. Respondent Locomotive Acquisition Corporation is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at c/o Albertson's, Inc., 250 East Parkcenter Boulevard, Boise, Idaho.

3. Respondent Buttrey Food and Drug Store Company is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 601 6th Street, S.W., Great Falls, Montana.

4. Respondent FS Equity Partners II, L.P. is a limited partnership organized, existing, and doing business under and by virtue of the laws of the State of California, with its office and principal place of business located at 11100 Santa Monica Boulevard, Suite 1900, Los Angeles, California.

5. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondents, and the proceeding is in the public interest.

#### ORDER

##### I.

*It is ordered*, That, as used in this order, the following definitions shall apply:

A. "*Albertson's*" means Albertson's, Inc., its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; its subsidiaries, divisions, groups and affiliates controlled by Albertson's, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each. Albertson's includes Locomotive and, after consummation of the Acquisition, includes Buttrey.

B. "*Locomotive*" means Locomotive Acquisition Corporation, its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; its subsidiaries, divisions, groups and affiliates controlled by Locomotive, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each. Locomotive is a wholly-owned subsidiary of Albertson's.

C. "*Buttrey*" means Buttrey Food and Drug Store Company, its directors, officers, employees, agents, representatives, predecessors, successors, and assigns; its subsidiaries, divisions, groups and affiliates controlled by Buttrey, and the respective directors, officers, employees, agents, representatives, successors, and assigns of each.

D. "*FS Equity Partners*" means FS Equity Partners II, L.P., its predecessors, successors, assigns, subsidiaries, divisions, groups and affiliates controlled by FS Equity Partners and their respective general partners, officers, employees, agents, representatives, and the respective successors and assigns of each. FS Equity Partners owns a majority of the voting securities of Buttrey.

E. "*Respondents*" means Albertson's, Locomotive, Buttrey, and FS Equity Partners, individually and collectively.

F. "*Commission*" means the Federal Trade Commission.

G. "*Acquisition*" means Albertson's and Locomotive's proposed acquisition of all of the outstanding voting securities of and merger with Buttrey pursuant to the Agreement and Plan of Merger dated January 19, 1998.

H. "*Assets To Be Divested*" means the Supermarkets identified in Schedule A and Schedule B of this order and all assets, leases, properties, permits (to the extent transferable), customer lists, businesses and goodwill, tangible and intangible, related to or utilized in the Supermarket business operated at those locations, but shall not include those assets consisting of or pertaining to any of the respondents' trade marks, trade dress, service marks, or trade names.

I. "*Supermarket*" means a full-line retail grocery store that carries a wide variety of food and grocery items in particular product categories, including bread and dairy products; refrigerated and frozen food and beverage products; fresh and prepared meats and poultry; produce, including fresh fruits and vegetables; shelf-stable food and beverage products, including canned and other types of packaged products; staple foodstuffs, which may include salt, sugar, flour, sauces, spices, coffee, and tea; and other grocery products,

including nonfood items such as soaps, detergents, paper goods, other household products, and health and beauty aids.

J. "*Smith's*" means Smith's Food & Drug Centers, Inc., a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its principal place of business located at 1550 South Redwood Road, Salt Lake City, Utah. Smith's is a wholly-owned subsidiary of Fred Meyer, Inc.

K. "*Supervalu*" means Supervalu Inc., a corporation organized, existing and doing business under and by virtue of the laws of the State of Delaware, with its principal place of business located at 11840 Valley View Road, Eden Prairie, Minnesota; and Supervalu Holdings, Inc. a corporation organized, existing and doing business under and by virtue of the laws of the State of Missouri, with its principal place of business located at 11840 Valley View Road, Eden Prairie, Minnesota. Supervalu Holdings, Inc. is a wholly-owned subsidiary of Supervalu Inc.

L. "*Smith's Agreement*" means the Purchase Agreement between Smith's and Albertson's executed on August 10, 1998, and all subsequent amendments thereto, for the divestiture by respondents to Smith's of the Schedule A Assets To Be Divested.

M. "*Supervalu Agreement*" means the Purchase Agreement between Supervalu and Albertson's executed on August 12, 1998, and all subsequent amendments thereto, for the divestiture by respondents to Supervalu of the Schedule B Assets To Be Divested.

N. "*Acquirer(s)*" means Smith's and Supervalu, and/or the entity or entities approved by the Commission to acquire the Assets To Be Divested pursuant to this order, individually and collectively.

O. "*Third Party Consents*" means all consents from any other person, including all landlords, that are necessary to effect the complete transfer to the Acquirer(s) of the assets required to be divested pursuant to this order.

## II.

*It is further ordered, That:*

A. Respondents shall divest, absolutely and in good faith, the Schedule A Assets To Be Divested to:

1. Smith's, in accordance with the Smith's Agreement (which agreement shall not be construed to vary or contradict the terms of

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this order or the Asset Maintenance Agreement) dated August 10, 1998, no later than

a. Ten (10) days after the date on which the Acquisition is consummated, or

b. Four (4) months after the date respondents signed the Agreement Containing Consent Order,

whichever is earlier; or

2. An Acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission, within three (3) months after the date on which this order becomes final.

Respondents shall obtain all required Third Party Consents prior to the closing of the Smith's Agreement or any other agreement pursuant to which the Schedule A Assets To Be Divested are divested to an Acquirer.

B. Respondents shall divest, absolutely and in good faith, the Schedule B Assets To Be Divested to:

1. Supervalu, in accordance with the Supervalu Agreement (which agreement shall not be construed to vary or contradict the terms of this order or the Asset Maintenance Agreement) dated August 12, 1998, no later than

a. Ten (10) days after the date on which the Acquisition is consummated, or

b. Four (4) months after the date respondents signed the Agreement Containing Consent Order,

whichever is earlier; or

2. An Acquirer that receives the prior approval of the Commission and only in a manner that receives the prior approval of the Commission, within three (3) months after the date on which this order becomes final.

Respondents shall obtain all required Third Party Consents prior to the closing of the Supervalu Agreement or any other agreement pursuant to which the Schedule B Assets To Be Divested are divested to an Acquirer.

C. A condition of approval by the Commission of the divestiture transaction described in paragraph II.B shall be a written agreement by Supervalu that it will not sell or lease the Schedule B Assets To Be Divested, for a period of three (3) years from the date on which this order becomes final, directly or indirectly, through subsidiaries, partnerships or otherwise, without the prior approval of the Commission.

D. The purpose of the divestitures is to ensure the continuation of the Assets To Be Divested as ongoing viable enterprises engaged in the supermarket business and to remedy the lessening of competition resulting from the Acquisition alleged in the Commission's complaint.

### III.

*It is further ordered, That:*

A. If respondents have not divested, absolutely and in good faith and with the Commission's prior approval, the Assets To Be Divested within the time required by paragraph II of this order, the Commission may appoint a trustee to divest the Assets To Be Divested. In the event that the Commission or the Attorney General brings an action pursuant to Section 5(*I*) of the Federal Trade Commission Act, 15 U.S.C. 45(*I*), or any other statute enforced by the Commission, respondents shall consent to the appointment of a trustee in such action. Neither the appointment of a trustee nor a decision not to appoint a trustee under this paragraph shall preclude the Commission or the Attorney General from seeking civil penalties or any other relief available to it, including a court-appointed trustee, pursuant to Section 5(*I*) of the Federal Trade Commission Act, or any other statute enforced by the Commission, for any failure by the respondents to comply with this order.

B. If a trustee is appointed by the Commission or a court pursuant to paragraph III.A of this order, respondents shall consent to the following terms and conditions regarding the trustee's powers, duties, authority, and responsibilities:

1. The Commission shall select the trustee, subject to the consent of respondents, which consent shall not be unreasonably withheld. The trustee shall be a person with experience and expertise in acquisitions and divestitures. If respondents have not opposed, in

writing, including the reasons for opposing, the selection of any proposed trustee within ten (10) days after notice by the staff of the Commission to respondents of the identity of any proposed trustee, respondents shall be deemed to have consented to the selection of the proposed trustee.

2. Subject to the prior approval of the Commission, the trustee shall have the exclusive power and authority to divest the Assets To Be Divested.

3. Within ten (10) days after appointment of the trustee, respondents shall execute a trust agreement that, subject to the prior approval of the Commission and, in the case of a court-appointed trustee, of the court, transfers to the trustee all rights and powers necessary to permit the trustee to effect each divestiture required by this order.

4. The trustee shall have twelve (12) months from the date the Commission or court approves the trust agreement described in paragraph III.B.3 to accomplish the divestitures, which shall be subject to the prior approval of the Commission. If, however, at the end of the twelve-month period, the trustee has submitted a plan of divestiture or believes that divestiture can be achieved within a reasonable time, the divestiture period may be extended by the Commission, or, in the case of a court-appointed trustee, by the court; provided, however, the Commission may extend the period for each divestiture only two (2) times.

5. The trustee shall have full and complete access to the personnel, books, records, and facilities related to the Assets To Be Divested or to any other relevant information, as the trustee may request. Respondents shall develop such financial or other information as such trustee may reasonably request and shall cooperate with the trustee. Respondents shall take no action to interfere with or impede the trustee's accomplishment of the divestitures. Any delays in divestiture caused by respondents shall extend the time for divestiture under this paragraph in an amount equal to the delay, as determined by the Commission or, for a court-appointed trustee, by the court.

6. The trustee shall use his or her best efforts to negotiate the most favorable price and terms available in each contract that is submitted to the Commission, subject to respondents' absolute and unconditional obligation to divest expeditiously at no minimum price.

The divestitures shall be made in the manner and to the acquirer or acquirers as set out in paragraph II of this order; provided, however, if the trustee receives bona fide offers for an asset to be divested from more than one acquiring entity, and if the Commission determines to approve more than one such acquiring entity, the trustee shall divest such asset to the acquiring entity or entities selected by Albertson's from among those approved by the Commission.

7. The trustee shall serve, without bond or other security, at the cost and expense of respondents, on such reasonable and customary terms and conditions as the Commission or a court may set. The trustee shall have the authority to employ, at the cost and expense of respondents, such consultants, accountants, attorneys, investment bankers, business brokers, appraisers, and other representatives and assistants as are necessary to carry out the trustee's duties and responsibilities. The trustee shall account for all monies derived from the divestitures and all expenses incurred. After approval by the Commission and, in the case of a court-appointed trustee, by the court, of the account of the trustee, including fees for his or her services, all remaining monies shall be paid at the direction of Albertson's, and the trustee's power shall be terminated. The trustee's compensation shall be based at least in significant part on a commission arrangement contingent on the trustee's divesting the Assets To Be Divested.

8. Respondents shall indemnify the trustee and hold the trustee harmless against any losses, claims, damages, liabilities, or expenses arising out of, or in connection with, the performance of the trustee's duties, including all reasonable fees of counsel and other expenses incurred in connection with the preparation for or defense of any claim, whether or not resulting in any liability, except to the extent that such liabilities, losses, damages, claims, or expenses result from misfeasance, gross negligence, willful or wanton acts, or bad faith by the trustee.

9. If the trustee ceases to act or fails to act diligently, a substitute trustee shall be appointed in the same manner as provided in paragraph III.A of this order.

10. The Commission or, in the case of a court-appointed trustee, the court, may on its own initiative or at the request of the trustee issue such additional orders or directions as may be necessary or appropriate to accomplish each divestiture required by this order.

11. The trustee may also divest such additional ancillary assets and businesses and effect such arrangements as are necessary to assure the marketability and the viability and competitiveness of the Assets To Be Divested.

12. The trustee shall have no obligation or authority to operate or maintain the Assets To Be Divested.

13. The trustee shall report in writing to respondents and the Commission every sixty (60) days concerning the trustee's efforts to accomplish each divestiture required by this order.

#### IV.

*It is further ordered, That:*

A. Pending divestiture of the Assets To Be Divested pursuant to this order, respondents shall take such actions as are necessary to maintain the viability, competitiveness, and marketability of the Assets To Be Divested, and to prevent the destruction, removal, wasting, deterioration, or impairment of any of Assets To Be Divested except for ordinary wear and tear.

B. Respondents shall comply with all the terms of the Asset Maintenance Agreement attached to this order and made a part hereof as Appendix I. The Asset Maintenance Agreement shall continue in effect until such time as all Assets To Be Divested have been divested as required by this order.

#### V.

*It is further ordered, That, for a period of ten (10) years from the date this order becomes final, Albertson's shall not, without providing advance written notification to the Commission, directly or indirectly, through subsidiaries, partnerships, or otherwise:*

A. Acquire any ownership or leasehold interest in any facility that has operated as a supermarket within six (6) months of the date of such proposed acquisition in Cascade, Gallatin, Lewis and Clark, Missoula, Silver Bow, and Yellowstone counties in Montana, and Albany, Campbell, Laramie, Natrona, and Park counties in Wyoming.

B. Acquire any stock, share capital, equity, or other interest in any entity that owns any interest in or operates any supermarket or owned any interest in or operated any supermarket within six (6) months of such proposed acquisition in Cascade, Gallatin, Lewis and

Clark, Missoula, Silver Bow, and Yellowstone counties in Montana, and Albany, Campbell, Laramie, Natrona, and Park counties in Wyoming.

Provided, however, that advance written notification shall not apply to the construction of new facilities by Albertson's or the acquisition of or leasing of a facility that has not operated as a supermarket within six (6) months of Albertson's offer to purchase or lease.

Said notification shall be given on the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations as amended (hereinafter referred to as "the Notification"), and shall be prepared and transmitted in accordance with the requirements of that part, except that no filing fee will be required for any such notification, notification shall be filed with the Secretary of the Commission, notification need not be made to the United States Department of Justice, and notification is required only of Albertson's and not of any other party to the transaction. Albertson's shall provide the Notification to the Commission at least thirty days prior to consummating any such transaction (hereinafter referred to as the "first waiting period"). If, within the first waiting period, representatives of the Commission make a written request for additional information or documentary material (within the meaning of 16 CFR 803.20), Albertson's shall not consummate the transaction until twenty days after submitting such additional information or documentary material. Early termination of the waiting periods in this paragraph may be requested and, where appropriate, granted by letter from the Bureau of Competition. Provided, however, that prior notification shall not be required by this paragraph for a transaction for which notification is required to be made, and has been made, pursuant to Section 7A of the Clayton Act, 15 U.S.C. 18a.

## VI.

*It is further ordered,* That, for a period of ten (10) years commencing on the date this order becomes final:

A. Albertson's shall neither enter into nor enforce any agreement that restricts the ability of any person (as defined in Section 1(a) of the Clayton Act, 15 U.S.C. 12(a)) that acquires any supermarket, any leasehold interest in any supermarket, or any interest in any retail location used as a supermarket on or after January 1, 1998, in

Cascade, Gallatin, Lewis and Clark, Missoula, Silver Bow, and Yellowstone counties in Montana, and Albany, Campbell, Laramie, Natrona, and Park counties in Wyoming to operate a supermarket at that site if such supermarket was formerly owned or operated by Albertson's.

B. Albertson's shall not remove any equipment from a supermarket owned or operated by Albertson's in Cascade, Gallatin, Lewis and Clark, Missoula, Silver Bow, and Yellowstone counties in Montana, and Albany, Campbell, Laramie, Natrona, and Park counties in Wyoming, prior to a sale, sublease, assignment, or change in occupancy, except for replacement or relocation of such equipment in or to any other supermarket owned or operated by Albertson's in the ordinary course of business, or except as part of any negotiation for a sale, sublease, assignment, or change in occupancy of such supermarket.

## VII.

*It is further ordered, That:*

A. Within thirty (30) days after the date respondents signed the Agreement Containing Consent Order and every thirty (30) days thereafter until respondents have fully complied with the provisions of paragraphs II, III, and IV of this order, respondents shall submit to the Commission verified written reports setting forth in detail the manner and form in which they intend to comply, are complying, and have complied with paragraphs II, III, and IV of this order. Respondents shall include in their compliance reports, among other things that are required from time to time, a full description of the efforts being made to comply with paragraphs II, III, and IV of the order, including a description of all substantive contacts or negotiations for divestitures and the identity of all parties contacted. Respondents shall include in their compliance reports copies of all written communications to and from such parties, all internal memoranda, and all reports and recommendations concerning divestiture.

B. One (1) year from the date this order becomes final, annually for the next nine (9) years on the anniversary of the date this order becomes final, and at other times as the Commission may require, Albertson's shall file verified written reports with the Commission setting forth in detail the manner and form in which it has complied and is complying with this order.

## VIII.

*It is further ordered,* That respondents shall notify the Commission at least thirty (30) days prior to any proposed change in the corporate respondents such as dissolution, assignment, sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries or any other change in respondents that may affect compliance obligations arising out of the order.

## IX.

*It is further ordered,* That, for the purpose of determining or securing compliance with this order, upon written request, respondents shall permit any duly authorized representative of the Commission:

A. Access, during office hours and in the presence of counsel, to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of respondents relating to any matters contained in this order; and

B. Upon five (5) days' notice to respondents and without restraint or interference from respondents, to interview respondents or officers, directors, or employees of respondents in the presence of counsel.

## X.

*It is further ordered,* That, upon consummation of the Acquisition, the obligations of respondent FS Equity Partners under this order shall terminate.

## SCHEDULE A

1. The following supermarket located in Cascade County, Montana:
  - a. Buttrey store no. 3925 operating under the "Buttrey Big Fresh" trade name, which is located at 1601 Marketplace Drive, Great Falls, MT 59404.
2. The following supermarket located in Gallatin County, Montana:
  - a. Buttrey store no. 3934 operating under the "Buttrey Big Fresh" trade name, which is located at 2825 West Main Street, Bozeman, MT 59715.
3. The following supermarket located in Lewis and Clark County, Montana:

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- a. Buttrey store no. 3824 operating under the "Buttrey Fresh Foods" trade name, which is located at 1000 Boulder Avenue, Helena, MT 59601.
4. The following supermarket located in Missoula County, Montana:
  - a. Albertson's store no. 226 operating under the "Albertson's" trade name, which is located at 1906 Brooks Street, Missoula, MT 59801.
5. The following supermarkets located in Silver Bow County, Montana:
  - a. Buttrey store no. 3930 operating under the "Buttrey Fresh Foods" trade name, which is located at 3745 Harrison Avenue, Butte, MT 59701; and
  - b. Buttrey store no. 3985 operating under the "Buttrey Fresh Foods" trade name, which is located at 600 South Excelsior Street, Butte, MT 59701.
6. The following supermarkets located in Yellowstone County, Montana:
  - a. Albertson's store no. 209 operating under the "Albertson's" trade name, which is located at 1633 Grand Avenue, Billings, MT 59102; and
  - b. Albertson's store no. 232 operating under the "Albertson's" trade name, which is located at 1531 Main Street, Billings, MT 59101.
7. The following supermarket located in Albany County, Wyoming:
  - a. Albertson's store no. 805 operating under the "Albertson's" trade name, which is located at 1209 15th Street, Laramie, WY 82070.
8. The following supermarket located in Campbell County, Wyoming:
  - a. Buttrey store no. 3855 operating under the "Buttrey Fresh Foods" trade name, which is located at 906 Camel Drive, Gillette, WY 82716.
9. The following supermarkets located in Laramie County, Wyoming:
  - a. Albertson's store no. 863 operating under the "Albertson's" trade name, which is located at 3745 E. Lincoln Way, Cheyenne, WY 82001; and
  - b. Albertson's store no. 1804 operating under the "Max" trade name, which is located at 1600 E. Pershing Blvd., Cheyenne, WY 82001.
10. The following supermarket located in Park County, Wyoming:
  - a. Buttrey store no. 3941 operating under the "Buttrey Fresh Foods" trade name, which is located at 1526 Rumsey Avenue, Cody, WY 82414.

## SCHEDULE B

1. The following supermarkets located in Natrona County, Wyoming:
  - a. Buttrey store no. 3872 operating under the "Buttrey Fresh Foods" trade name, which is located at 2101 East 12th Street, Casper WY 82601; and
  - b. Buttrey store no. 3878 operating under the "Buttrey Fresh Foods" trade name, which is located at 4075 Cy Avenue, Casper WY 82601.

## APPENDIX I

## ASSET MAINTENANCE AGREEMENT

This Asset Maintenance Agreement ("Agreement") is by and between Albertson's, Inc. ("Albertson's"), a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 250 East Parkcenter Boulevard, Boise, Idaho; Locomotive Acquisition Corporation ("Locomotive"), a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at c/o Albertson's, Inc., 250 East Parkcenter Boulevard, Boise, Idaho; Buttrey Food and Drug Store Company ("Buttrey"), a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its office and principal place of business located at 601 6<sup>th</sup> Street, S.W., Great Falls, Montana; FS Equity Partners II, L.P. ("FS Equity Partners"), a limited partnership organized, existing, and doing business under and by the virtue of the laws of the State of California, with its office and principal place of business located at 11100 Santa Monica Boulevard, Suite 1900, Los Angeles, California (collectively "Proposed Respondents"); and the Federal Trade Commission ("Commission"), an independent agency of the United States Government, established under the Federal Trade Commission Act of 1914, 15 U.S.C. 41, *et seq.* (collectively "the Parties").

## PREMISES

*Whereas*, Albertson's and Locomotive, a wholly-owned subsidiary of Albertson's, pursuant to an Agreement and Plan of Merger dated January 19, 1998, agreed to acquire all of the outstanding stock of Buttrey, of which a majority of the voting securities are owned by FS Equity Partners (hereinafter "the proposed Acquisition"); and

*Whereas*, the Commission is now investigating the proposed Acquisition to determine if it would violate any of the statutes the Commission enforces; and

*Whereas*, if the Commission accepts the attached Agreement Containing Consent Order ("Consent Order"), the Commission is required to place it on the public record for a period of sixty (60) days for public comment and may subsequently either withdraw such acceptance or issue and serve its Complaint and its Decision and final Order in disposition of the proceeding pursuant to the provisions of Section 2.34 of the Commission's Rules; and

*Whereas*, the Commission is concerned that if an agreement is not reached preserving the *status quo ante* of the Assets To Be Divested as defined in the attached Consent Order (hereinafter referred to as "Assets" or "Supermarket(s)") during the period prior to their divestiture, any divestiture resulting from the Consent Order or from any other administrative proceeding challenging the legality of the Acquisition might not be possible, or might produce a less than effective remedy; and

*Whereas*, the purpose of this Agreement and of the Consent Order is to preserve the Assets pending their divestiture pursuant to the terms of the Consent Order, in order to remedy any anticompetitive effects of the proposed Acquisition; and

*Whereas*, Proposed Respondents' entering into this Agreement shall in no way be construed as an admission by Proposed Respondents that the proposed Acquisition is illegal; and

*Whereas*, Proposed Respondents understand that no act or transaction contemplated by this Agreement shall be deemed immune or exempt from the provisions of the antitrust laws or the Federal Trade Commission Act by reason of anything contained in this Agreement.

*Now, therefore*, in consideration of the Commission's agreement that at the time it accepts the Consent Order for public comment it will grant early termination of the Hart-Scott-Rodino waiting period, the Parties agree as follows:

#### TERMS OF AGREEMENT

1. Proposed Respondents agree to execute, and upon its issuance to be bound by, the attached Consent Order. The Parties further agree that each term defined in the attached Consent Order shall have the same meaning in this Agreement.

2. Proposed Respondents agree that from the date Proposed Respondents sign this Agreement until the earlier of the dates listed

in subparagraphs 2.a and 2.b, Proposed Respondents will comply with the provisions of this Agreement:

a. Three (3) business days after the Commission withdraws its acceptance of the Consent Order pursuant to the provisions of Section 2.34 of the Commission's Rules; or

b. The date all of the divestitures required by the Consent Order have been completed.

3. Proposed Respondents shall maintain the viability, marketability, and competitiveness of the Assets, and shall not cause the wasting or deterioration of the Assets, nor shall they cause the Assets to be operated in a manner inconsistent with applicable laws, nor shall they sell, transfer, encumber or otherwise impair the marketability, viability, or competitiveness of the Assets. Proposed Respondents shall conduct or cause to be conducted the business of the Supermarkets in the regular and ordinary course and in accordance with past practice (including regular repair and maintenance efforts) and shall use their best efforts to preserve the existing relationships with each Supermarket's suppliers, customers, employees and others having business relations with the Supermarket, in the ordinary course of the Supermarkets' business and in accordance with past practice. Proposed Respondents shall not terminate the operation of any Supermarket. Proposed Respondents shall continue to maintain the inventory of each Supermarket at levels and selections (*e.g.*, stock-keeping units) consistent with those maintained by such Proposed Respondent(s) at such Supermarket in the ordinary course of business consistent with past practice. Proposed Respondents shall use best efforts to keep the organization and properties of each of the Supermarkets intact, including current business operations, physical facilities, working conditions, and a work force of equivalent size, training, and expertise associated with each Supermarket. Included in the above obligations, Proposed Respondents shall, without limitation:

a. Maintain operations and departments and not reduce hours at each Supermarket;

b. Not transfer inventory from any Supermarket other than in the ordinary course of business consistent with past practice;

c. Make any payment required to be paid under any contract or lease when due, and otherwise pay all liabilities and satisfy all obligations, in each case in a manner consistent with past practice;

- d. Maintain each Supermarket's books and records;
  - e. Not display any signs or conduct any advertising (including direct mailing, point-of-purchase coupons, etc.) that indicates that any Proposed Respondent is moving its operations to another location, or that indicates a Supermarket will close;
  - f. Not conduct any "going out of business," "close-out," "liquidation" or similar sales or promotions at or relating to any Supermarket; and
  - g. Not change or modify in any material respect the existing advertising practices, programs and policies for any Supermarket, other than changes in the ordinary course of business consistent with past practice for supermarkets of the Proposed Respondents not being closed or relocated.
4. Should the Commission seek in any proceeding to compel Proposed Respondents to divest themselves of the Assets or to seek any other injunctive or equitable relief, Proposed Respondents shall not raise any objection based upon the expiration of the applicable Hart-Scott-Rodino Antitrust Improvements Act waiting period or the fact that the Commission has not sought to enjoin the Acquisition. Proposed Respondents also waive all rights to contest the validity of this Agreement.
5. For the purpose of determining or securing compliance with this Agreement, subject to any legally recognized privilege, and upon written request with five (5) days' notice to Proposed Respondents and to their principal office(s), Proposed Respondents shall permit any duly authorized representative or representatives of the Commission:
- a. Access during the office hours of Proposed Respondents, in the presence of counsel, to inspect and copy all books, ledgers, accounts, correspondence, memoranda and other records and documents in the possession or under the control of Proposed Respondents relating to compliance with this Agreement; and
  - b. To interview officers or employees of Proposed Respondents, who may have counsel present, regarding any such matters.
6. Upon consummation of the Acquisition, the obligations of Proposed Respondent FS Equity Partners under this Agreement shall terminate.
7. This Agreement shall not be binding on the Commission until approved by the Commission.