

Modified Order

96 F.T.C.

IN THE MATTER OF
SKF INDUSTRIES, INC., ET AL.

MODIFIED ORDER IN REGARD TO ALLEGED VIOLATION OF THE
FEDERAL TRADE COMMISSION ACT

Docket 9046. Decision, July 5, 1979—Modified Order, October 21, 1980

In accordance with the settlement agreement reached by respondents and Commission counsel without adjudication, and filed with the Court of Appeals for the Second Circuit on July 23, 1980, this modified order revises the "final order" issued by the Commission on July 5, 1979 (44 FR 47926, 94 F.T.C. 6), by changing, among other things, the amount of TRB that SKF may sell to Federal Mogul and the requirements for publishing the provisions of the order.

MODIFIED ORDER TO CEASE AND DESIST

Respondents SKF Industries, Inc. ("SKF"), and Federal-Mogul Corporation ("FM") having filed in the United States Court of Appeals for the Second Circuit petitions for review of the Commission's "Final Order" herein dated July 5, 1979; and a stipulation dated July 23, 1980, by and among SKF, FM and counsel for the Commission having been entered into and filed with the Court of Appeals, pursuant to which the parties agreed and consented to entry by the Court of Appeals, without adjudication of any issue of law or fact, of an order modifying said "Final Order" in accordance with said stipulation and directing that said "Final Order," as so modified, be enforced; and the Court of Appeals having thereupon entered an Order, dated August 25, 1980, remanding the proceeding to the Commission with directions to modify said "Final Order" in accordance with said stipulation:

Now, therefore, it is hereby ordered, That the aforesaid "Final Order" be, and hereby is, modified in accordance with the order of the Court of Appeals to read as follows:

FINAL ORDER

I

This Order shall be deemed to be final as of December 31, 1979, and be binding on Federal-Mogul Corporation ("FM"), SKF Industries, Inc. ("SKF"), their subsidiaries or any person under the control of FM or SKF, their successors and assigns, and their officers, agents, representatives and employees.

II

It is ordered. That the agreement signed by SKF and FM on December 17, 1974, and any similar arrangements between or among respondents, including the understandings reflected in the exchange of documents on January 27, 1972, shall be cancelled as of the date as of which this Order becomes final.

III

It is ordered. That, for purposes of this Order, the following definitions shall be applicable:

(i) *0"-4" TRB*—tapered roller bearings having an outside diameter of zero to four inches.

(ii) *Automotive Aftermarket*—the domestic replacement market, including all intermediate suppliers to such market (but excluding FM and the manufacturers of original equipment who purchase 0"-4" TRB for distribution to service customers through their dealers and franchisees), for 0"-4" TRB for use in passenger cars, light and heavy trucks, buses, trailers, tractors, self-propelled agricultural equipment and vehicles, such as trailers, and agricultural equipment pulled by self-propelled vehicles.

(iii) *FM TRB Requirements*—the total dollar value of purchases of 0"-4" TRB by FM from all sources (including sources owned or controlled by FM) for distribution in the United States. The value of purchases of 0"-4" TRB by FM from sources which it owns or controls shall be either cost to FM or the fair market value, whichever is less.

(iv) *FM TRB Purchases from SKF*—the total dollar value of direct or indirect purchases by FM of 0"-4" TRB from SKF, Aktiebolaget SKF ("AB SKF"), or any person under the control of SKF or AB SKF for distribution in the United States, which shall include (A) purchases by FM or 0"-4" TRB manufactured by SKF, AB SKF, or any person under the control of SKF or AB SKF, and (B) purchases by FM under the arrangement to which SKF, AB SKF, or any person under the control of SKF or AB SKF is a party or from a supplier in which SKF, AB SKF, or any person under the control of SKF or AB SKF has an interest.

(v) *TRB Units*—0"-4" TRB as purchased by Automotive Aftermarket customers of SKF. Purchases may be (i) an assembled TRB, (ii) a TRB outer ring (cup), or (iii) a TRB inner ring (cone), each being a single TRB unit.

(vi) *SKF Net Aggregate Sales to the Automotive Aftermarket*—that

number of TRB Units which is the difference between (i) the aggregate number of TRB Units sold by SKF to the Automotive Aftermarket and (ii) the number of TRB Units, if any, which must be subtracted therefrom so that of the resulting number of TRB Units sold by SKF to the Automotive Aftermarket no more than 15% represents TRB Units sold by SKF to or through any national organization of independent warehouse distributors by or through which, as of the effective date of this Order, all the members of such organization secure all of their needs of 0"-4" TRB from the same single source, other than SKF.

IV

With respect to FM TRB Purchases from SKF, *it is ordered*, That the following limitations shall apply during the periods described below:

(i) The time period covered by any given purchase order or related agreement concerning FM TRB Purchases from SKF shall not exceed twelve (12) months.

(ii) The aggregate dollar value of any FM TRB Purchases from SKF during the first thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1980, 1981 and 1982) shall not exceed 60% of the FM TRB Requirements during that period. The allowable percentage under this subparagraph shall include any 0"-4" TRB purchased, but not sold, by FM from SKF, AB SKF, or any person under the control of SKF or AB SKF prior to the date as of which this Order becomes final.

(iii) The aggregate dollar value of any FM TRB Purchases from SKF during the second thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1983, 1984 and 1985) shall not exceed 50% of the aggregate FM TRB Requirements during that period.

(iv) The aggregate dollar value of any FM TRB Purchases from SKF during the third thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1986, 1987 and 1988) shall not exceed 40% of the aggregate FM TRB Requirements during that period; *provided, however*, that if the SKF Net Aggregate Sales to the Automotive Aftermarket shall have been 1,250,000 or more TRB units during the second thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1983, 1984 and 1985), the aggregate value of any FM TRB Purchases from SKF shall not exceed 50% of the aggregate FM TRB

Requirements during the third thirty-six (36) month period (calendar years 1986, 1987 and 1988).

(v) The aggregate dollar value of any FM TRB Purchases from SKF during the fourth thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1989, 1990 and 1991) shall not exceed 40% of the aggregate FM TRB Requirements during that period; *provided, however*, that if the SKF Net Aggregate Sales to the Automotive Aftermarket shall have been 1,250,000 or more TRB Units during the third thirty-six (36) month period following the date as of which this Order becomes final (calendar years 1986, 1987 and 1988), the aggregate value of any FM TRB Purchases from SKF shall not exceed 50% of the aggregate FM TRB Requirements during the fourth thirty-six (36) month period (calendar years 1989, 1990 and 1991).

(vi) This Order shall automatically terminate as of December 31, 1991.

V

It is further ordered, That each respondent shall notify all persons having sales and policy responsibilities in its organization of the terms of this Order, and respondents together shall publish same in a major trade journal or periodical within six months following the conclusion of the first twelve (12) month period (calendar year 1980) and again within six months following the conclusion of the second twelve (12) month period (calendar year 1981) following the date as of which this Order becomes final; *provided, however*, that if during either such twelve (12) month period (calendar year 1980 or 1981) the aggregate dollar value of any FM TRB Purchases from SKF shall not have exceeded 50% of the aggregate FM TRB Requirements during that period, then such publication following the conclusion of that period may be omitted.

VI

It is further ordered, That each respondent shall notify the Commission at least thirty (30) days prior to any proposed change in said respondent which may affect compliance obligations arising out of this Order, such as dissolution, assignment or sale resulting in the emergence of a successor corporation, or the creation or dissolution of subsidiaries or joint ventures.

VII

It is further ordered, That within sixty (60) days after the date of issuance of this Order, and within sixty (60) days after the end of each calendar year during which this Order is effective, each respondent shall file with the Federal Trade Commission a written report setting forth in detail the manner and form of its compliance with this Order.

VIII

It is further ordered, That after the end of calendar year 1984, after the end of each quarter during calendar year 1985, and after the end of calendar year 1985, respondent SKF shall report to the Commission the SKF Net Aggregate Sales to the Automotive Aftermarket during the period beginning January 1, 1983, to and including the effective date of the report. These reports shall be filed within forty-five (45) days after the end of the respective reporting periods and shall be made available to respondent FM at the time they are filed with the Commission. This reporting obligation shall automatically terminate upon the filing by SKF of such a report indicating that the SKF Net Aggregate Sales to the Automotive Aftermarket have equalled or exceeded 1,250,000 TRB Units during such period.

IX

It is further ordered, That after the end of calendar year 1987, after the end of each quarter during calendar year 1988, and after the end of calendar year 1988, respondent SKF shall report to the Commission the SKF Net Aggregate Sales to the Automotive Aftermarket during the period beginning January 1, 1986, to and including the effective date of the report. These reports shall be filed within forty-five (45) days after the end of the respective reporting periods and shall be made available to respondent FM at the time they are filed with the Commission. This reporting obligation shall automatically terminate upon the filing by SKF of such a report indicating that the SKF Net Aggregate Sales to the Automotive Aftermarket have equalled or exceeded 1,250,000 TRB Units during such period.

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Complaint

IN THE MATTER OF
THE MENTHOLATUM COMPANY, INC.

CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATION OF
SECS. 5 AND 12 OF THE FEDERAL TRADE COMMISSION ACT

Docket C-3047. Complaint, Oct. 22, 1980—Decision, Oct. 22, 1980

This consent order requires, among other things, a Buffalo, N.Y. producer of denture cushions to use advertisements which are consistent with labeling information included with the product concerning health, safety or efficacy; to disclose, in those instances where the firm makes claims of duration of use, such labeling warnings in a clear and conspicuous manner; and, further, to affirmatively state that its product is intended for short-term use only.

Appearances

For the Commission: *Leslie Fax.*

For the respondent: *Samuel Magavern, Magavern, Magavern, Lowe, Beilewech, Dompkins & Fadale, Buffalo, N.Y.*

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, having reason to believe that The Mentholatum Company ("Mentholatum"), a corporation, hereinafter referred to as respondent, has violated the provisions of the Federal Trade Commission Act, and that a proceeding with respect to such violations would be in the public interest, hereby issues its complaint, setting forth its charges as follows:

PARAGRAPH 1. Mentholatum is a corporation organized, existing, and doing business under and by virtue of the laws of the State of Delaware, with its principal office and place of business located at 1360 Niagara St. in the city of Buffalo, New York.

PAR. 2. Respondent Mentholatum is now, and for some time last past has been engaged in the production, advertising, offering for sale, sale and distribution of denture cushions designated by the trade name "Snug Denture Cushions." This product, as advertised, is a "device" within the meaning of Section 12 of the Federal Trade Commission Act, 15 U.S.C. 52.

PAR. 3. In the course and conduct of its business, responder Mentholatum causes and has caused the said products, when sold, to be transported from its place of business in one State of the United States to another State of the United States.

States to purchasers thereof located in various other States of the United States and the District of Columbia. Respondent Mentholatum maintains, and at all times mentioned herein has maintained, a substantial course of trade in Snug Denture Cushions in or affecting commerce.

PAR. 4. In the course and conduct of its business, respondent has disseminated or caused the dissemination of various advertisements for Snug Denture Cushions across state lines by various means in or affecting commerce, as "commerce" is defined in the Federal Trade Commission Act, including advertisements inserted in magazines and newspapers and also advertisements broadcast on national television networks. The purpose of all these advertisements has been to induce, directly or indirectly, the purchase of Snug Denture Cushions, and it is likely that these advertisements have succeeded in inducing consumers to purchase this product.

PAR. 5. Typical, but not all inclusive, of the statements and representations in said advertisements are those found in Exhibits A-G attached to this complaint, including such representations as the following:

a. Newspaper and magazine advertisements:

- (1) ELIMINATES DAILY DENTURE "FIXINGS" FOREVER—Snug Cushions hold dentures comfortably tight for weeks.
- (2) HOLDS DENTURES FIRM WITHOUT DAILY "FIXINGS"—Snug Cushions hold dentures comfortably tight for weeks.
- (3) NEW FREEDOM FROM DAILY DENTURE "FIXINGS"—Snug Cushions hold dentures comfortably tight for weeks.

b. Television Advertisements:

- (1) Sara: Didn't I tell you about Snug? It's different—you don't need to apply it every day . . . Snug lasts for weeks. And it'll hold your dentures firm and comfortable. . . . [At a point later in time]
Sara: Didn't you switch to Snug
Helen: Sure . . .
- (2) Thousands of denture wearers have long suffered with loose, wobbly, uncomfortable plates. Now many use Snug Brand Denture Cushions . . .

PAR. 6. Through the use of said advertisements and others similar hereto not specifically set out herein, disseminated as aforesaid, respondent has made or is making the following representations:

- (a) that Snug Denture Cushions are appropriate for long-term use;
- (b) that Snug Denture Cushions are for use other than temporary use only until a dentist can be seen.

PAR. 7. In fact, the labeling on Snug Cushions states:

(a) On the package:

Caution: Long term use of an ill-fitting denture, reliner, pad or cushion may lead to swelling, faster bone resorption, or continuing irritation. Use Snug temporarily until you can see your dentist.

(b) On the package insert:

(1) Snug Denture Cushions are for *temporary* use only . . .

(2) Dentures that do not fit properly cause irritation and injury to the gums and faster bone loss which is permanent and may require a completely new denture. Changes in the gums caused by dentures that do not fit properly may require surgery for correction. Continuing irritation and injury may lead to tumors in the mouth. Use of denture reliners, pads, and cushions may temporarily decrease the discomfort. However, their use will not make the denture fit properly. Special training and tools are needed to fit properly. You must see your dentist for a new denture or a repair as soon as possible.

PAR. 8. The representations referred to in Paragraph Six are inconsistent with, negate, and contradict the labeling on respondent's product as set forth in Paragraph Seven hereof. Such inconsistency, negation, and contradiction has the tendency and capacity to mislead and deceive purchasers of said product as to its proper duration of use, and to negate the import and purposes of and to detract from the effectiveness of the warnings, cautions, limitations and instructions for use found in the labeling.

Therefore, the advertisements, acts and practices, referred to in Paragraph Six above were and are unfair and deceptive.

PAR. 9. Furthermore, in its advertising for Snug Denture Cushions, respondent has been and now is making claims as to the duration of use of said product without clearly and conspicuously disclosing to the purchasing public that the labeling for Snug Denture Cushions states that said product should be used only on a temporary basis until a dentist can be seen.

PAR. 10. The existence and substance of the above-mentioned labeling warning is a material fact in light of the representations set forth in Paragraphs Five and Six regarding duration of use, in that disclosure of the warning to consumers would be likely to affect their decisions of whether or not to purchase said product and of how properly to use it. Respondent's failure to disclose this material fact has the tendency and capacity to mislead and deceive consumers into the mistaken belief that no such warning exists.

Therefore, the advertisements, acts and practices referred to in Paragraphs Five and Six above were and are false, deceptive, and unfair.

PAR. 11. In the course and conduct of its business as aforesaid, and

at all times mentioned herein, respondent Mentholatum has been in substantial competition in commerce, with corporations, firms and individuals in the sale of products of the same general kind and nature as those advertised and/or sold by respondent.

PAR. 12. The aforesaid unfair and deceptive acts and practices of respondent have had and now have, the capacity to induce members of the purchasing public to purchase substantial quantities of said product.

PAR. 13. The aforesaid acts and practices of respondent, as herein alleged, were and are all to the prejudice and injury of the public and of respondent's competitors and constituted and now constitute, unfair and deceptive acts and practices and unfair methods of competition in or affecting commerce, in violation of Sections 5 and 12 of the Federal Trade Commission Act. The acts and practices of respondent, as herein alleged, are continuing and will continue in the absence of the relief herein requested.

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Complaint

SNUG DENTURE CUSHIONS

SEE INSTRUCTIONS INSIDE

SNUG DENTURE CUSHIONS

SNUG

BRAND
DENTURE CUSHIONS

Ever-soft Plastic Cushions

Snug makes loose false teeth fit firm and tight. Soothes sore gums due to loose-fitting dentures. Holds in to plate. Easy to apply or remove. Caution: Long term use of an ill-fitting denture, which, part or cushion may lead to swelling of the bone resorption, or continuing irritation. Use SNUG temporarily until you can see your dentist.



For Upper or Lower Plates



Contents
2 Cushions

THE MENTHOLATUM CO., BUFFALO, N. Y. 14212

PD-214

Masius, Wynne-Williams, Street & Finney, Inc. EDITORIAL DEPARTMENT

IDENTIFICATION NO.
 ADVERTISER The Mentholatum Company
 FOR SNUG DENTURE CUSHIONS
 "POWDERS & STICKERS" (A)
 (#SN-11-300)

DATE August 22, 1969
 JOB NO. 100TV33
 As filed: 8/19/69
 As recorded: 8/22/69

VIDEO

1. OPEN ON CAN OF ADHESIVE POWDER, POURING POWDER ONTO LINED SURFACE.
2. PULL BACK - ACTION CONTINUES.
3. HAND SETS CAN ON SURFACE BEHIND SPRINGLE OF POWDER.
4. BESIDE FILE OF POWDER, RIBBON OF ADHESIVE CREAM IS SQUEEZED OUT ONTO LINED SURFACE.
5. TUBE OF CREAM IS SET DOWN BEHIND RIBBON. NOW BOTH PRODUCTS AND THEIR CONTENTS ARE SEEN SIDE BY SIDE.
6. THE CAN AND FILE OF POWDER POPS OFF.
7. THE TUBE AND RIBBON OF CREAM POP OFF.
8. CU PKG OF SNUG.
9. PULL BACK AS HAND REMOVES CUSHION WITH BOTH LINENS ON FROM BOX.
SUPER: "LASTS FOR WEEKS".
10. WITH ONE LINEN ON BACK, SHOWING SNUG CUSHION ON TOP, HAND BEGINS TO CUT SHAPE OF DENTURE.

AUDIO

1. ANNCR: (VO) Some people with 1 wobbly dentures.
2. ANNCR: (VO) use adhesive powder every morning and
3. ANNCR: (VO) every night.
4. ANNCR: (VO) Others use cream
5. ANNCR: (VO) day after day.
6. ANNCR: (VO) But some never bot!
7. ANNCR: (VO) with daily fixing--
8. ANNCR: (VO) they line their de- with Snug Brand De- Cushions.
9. ANNCR: (VO) One lining lasts for weeks.
10. ANNCR: (VO) Apply Snug at home minutes.

Complaint

IDENTIFICATION NO.

ADVERTISER The Mentholator Company
 FOR SMUG DENTURE CUSHIONS

"POWDERS & STICKERS" (A)
 (FSN-11-3CC)

Page 2.

DATE August 22, 1969

JOB NO. 100T733
 As filmed: 8/19/69
 As recorded: 8/22/69

VIDEO

11. NOW "U" SHAPE OF DENTURE IS HELD IN HAND, WHILE BACKING LIGN IS REMOVED. SUPER: "HOLDS DENTURES TIGHT".
12. HAND FLEXES CUSHION.
13. CUT BACK TO SET UP OF POWDER AND CREAM WITH CONTAINERS.
14. POWDER IS POPPED OFF.
15. CREAM IS POPPED OFF.
16. CU SMUG PACKAGE. SUPER: "HOLD DENTURES TIGHT". THEN POP ON: "2 CUSHIONS \$1.50".

AUDIO

11. ANNCR: (VO) It holds dentures tight
12. ANNCR: (VO) and cushions the gum lasts for weeks
13. ANNCR: (VO) without daily fixing
14. ANNCR: (VO) Try the no-mess
15. ANNCR: (VO) no-bother way ...
16. ANNCR: (VO) get Smug to hold dentures tight.

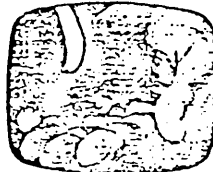
Complaint

96 F.T.C.

SNUG DENTURE CUSHIONS

TELEVISION COMMERCIAL, 1976-77
"SPOKESMAN"

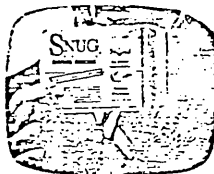
1. SPOKESMAN: (DV) What do you use to hold loose wobbly dentures comfortably tight?



2. Powder?



3. Cream?



4. Or long-lasting Snug Brand Denture Cushions.



5. Snug is a cushion -



6. not only holds plates tight, but makes them feel so comfortable.



7. (VO) Easy to fit...



8. Snug sticks to your plates... lasts for weeks...



9. so no daily fixing... no mess... no after taste.



10. Easily cleaned or removed.



11. (DV) To hold dentures comfortably tight for weeks...



12. (VO) get Snug Denture Cushions!

757

Complaint

MASHUS, WYNN- WILLIAMS INC.

CLIENT THE MENTHOLATUM COMPANY

TITLE "SPOKESMAN" (C) (MVS2123)
:30 TV COMM'L.SNUG DENTURE CUSHIONS
As Produced: 8/30/72
As Filmed: 8/17/72

DATE SEPT. 15, 1972 70 w

OPEN ON CU SPOKESMAN

SPOKESMAN (OC): What do you use to hold
loose, wobbly dentures
comfortably tight?CUT TO CU AS HE SHAKES
POWDER ON HIS PALM

Powder?

CU AS HE SQUEEZES CREAM
ON PALMCream?
Or long-lastingCUT TO CU SNUG PKG AS HE
PICKS IT UPSnug Brand Denture
Cushions.HOLD CU AS HANDS SLIP OUT
SNUG

Snug is a cushion --

PULL BACK TO MCU MAN

not only holds plates
tight...but makes them
feel so comfortable.CUT TO CU MAN'S HANDS CUTTING
SNUG INTO SHAPE WITH SCISSORS

Easy to fit...

DISS TO HIS HANDS FITTING U-SHAPED
SNUG ONTO CLEAR LUCITE U-SHAPESnug sticks to your plate
lasts for weeks...so no
daily fixing...no mess...
no after-taste.PAN AS HIS HANDS SCRUB SNUG ON
LUCITE U-SHAPE, WITH TOOTHBRUSH
UNDER RUNNING FAUCET

Easily cleaned or removed

CUT TO CU MAN

To hold dentures com-
fortably tight for weeks

CUT TO CU SNUG PKG

get Snug Denture Cushion

Complaint

96 F.T.C.

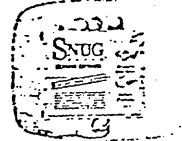
SNUG DENTURE CUSHIONS
TELEVISION COMMERCIAL
"SPOKESWOMAN"



1. SPOKESWOMAN: (DV) Thousands of denture wearers have long suffered



2. with loose, wobbly, uncomfortable plates.



3. Now many use Snug Brand Denture Cushions and



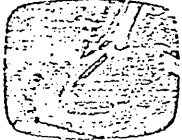
4. are so grateful for the way Snug holds dentures tight.



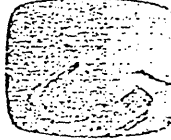
5. and being a cushion, Snug makes dentures feel so comfortable.



6. (VO) Easy to fit —



7. Snug sticks to your plates... lasts for weeks —



8. so no daily fiving — no mess — no aftertaste.



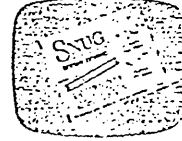
9. (SFX) Easily cleaned



10. or removed.



11. (DV) To hold dentures comfortably tight for weeks.



12. (VO) get Snug Denture Cushions.

THE MENTHOLATUM CO., INC.

757

Complaint

MASHUS, WYNNE-WILLIAMS INC.

CLIENT THE MENTHOLATUM COMPANY
TITLE "SPOKESWOMAN" (C) (#MVS2133) SNUG DENTURE CUSHIONS
:30 TV COMM'L As Produced: 8/30/72
DATE SEPT 15, 1972 75 w As Filmed: 8/17/72

OPEN ON CU SPOKESWOMAN	SPOKESWOMAN (OC): Thousands of denture wearers have long suffered with loose, wobbly, uncomfortable plates.
SHE PICKS UP SNUG PKG	<u>Now</u> many use...
CUT TO CU PKG IN HER HAND	Snug Brand Denture Cushion and are so grateful
CUT TO CU WOMAN	for the way Snug holds dentures tight...and being a cushion, Snug makes dentures feel <u>so comfortable</u> .
CUT TO CU WOMAN'S HANDS CUTTING SNUG INTO SHAPE WITH SCISSORS	Easy to fit...
DISS TO HER HANDS FITTING U-SHAPED SNUG ONTO CLEAR LUCITE U-SHAPE	Snug sticks to your plates. lasts for weeks... so no daily fixing...no mess... no after-taste.
PAN AS HER HANDS SCRUB SNUG ON LUCITE U-SHAPE, WITH TOOTHBRUSH UNDER RUNNING FAUCET	Easily cleaned or removed.
CUT TO CU WOMAN	To hold dentures comfortably tight for weeks...
CUT TO CU SNUG PKG	get Snug Denture Cushions.

Exhibit D
Page 1

FOR TEMPORARY USE UNTIL YOU CAN GET YOUR HAIR LISTENED TO

GET TO THE SNUG
For the hair that looks like yours, but with more volume than yours. Available from SNUG.

GET TO THE SNUG
To help maintain your hair in its best condition.

GET TO THE SNUG
For the hair that looks like yours, but with more volume than yours. Available from SNUG.

GET TO THE SNUG
To help maintain your hair in its best condition.

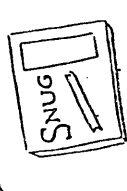
MAKING WOMEN WHO USE SNUG FOR CBS 10/20/78

GET TO THE SNUG
For the hair that looks like yours, but with more volume than yours. Available from SNUG.

GET TO THE SNUG
To help maintain your hair in its best condition.

GET TO THE SNUG
For the hair that looks like yours, but with more volume than yours. Available from SNUG.

GET TO THE SNUG
To help maintain your hair in its best condition.

	<p>GET THE BEST FROM THE BEST</p> <p>1-800-888-8888</p>	<p>MAISON, WYOMING WILLIAMS INC.</p> <p>1000 W. 10TH AVENUE, SUITE 1000, DENVER, CO 80202</p> <p>TEL: 303-733-1111 FAX: 303-733-1112</p>		

Page 6

Amazing soft plastic cushion
**holds dentures
 comfortably
 tight for weeks**

without messy "slickums"
 Not a paste! Not a powder! Not a cream or wax pack! But amazing soft plastic adhesive cushions that hold loose, wobbly dentures comfortably tight and firm. Snug! Brand Denture Cushions are the long lasting, clear way to hold loose dentures tight. Snug lasts for weeks... does away with bothersome mess of daily "Slickums". Snug Cushions are easy to wipe and fit... stick to your plate not to your gums. Easy to clean or remove... won't wear off and can't flake away. Get Snug Denture Cushions to hold your dentures tight for weeks... in comfort. At all drug counters.

The Manufacturer Co.—U.S. (Snug) Ad No. SN 75-702
 1/20 Page (12 x 3 1/2)
 Sunday Supplement—1975
 Job No. 74188
 Printed in U.S.A.
 D.A.R.C.Y., MANHATTAN & MASSIVE, Inc., New York

No paste or powder
**holds dentures
 comfortably
 tight for weeks**

like Snug Denture Cushions
 Not a paste! Not a powder! Not a cream or wax pack! But amazing soft plastic adhesive cushions that hold loose, wobbly dentures comfortably tight and firm. Snug! Brand Denture Cushions are the long lasting, clear way to hold loose dentures tight. Snug lasts for weeks... does away with bothersome mess of daily "Slickums". Snug Cushions are easy to wipe and fit... stick to your plate not to your gums. Easy to clean or remove... won't wear off and can't flake away. Get Snug Denture Cushions to hold your dentures tight for weeks... in comfort. At all drug counters.

The Manufacturer Co.—U.S. (Snug) Ad No. SN 75-704
 1/20 Page (12 x 3 1/2)
 Sunday Supplement—1975
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Amazing soft plastic cushion
**holds dentures
 comfortably tight
 for weeks**

without messy "slickums"
 Not a messy paste, powder, cream or wax pack—but an amazing soft plastic adhesive cushion. Snug! Brand Denture Cushions hold loose, wobbly dentures comfortably tight for weeks. With Snug there's no need to bother with messy daily "Slickums". Snug lasts for weeks, sticks to your plate not to your gums, so easy to clean or remove. Get Snug Denture Cushions to hold your dentures tight and firm for weeks... in comfort. At all drug counters.

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