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UNDERSTANDING

NEW YORK WORLD'S FAIR 1964-1965 CORPORATION
INTERNATIONAL EXPOSITION AT FLUSHING MEADOW PARK
World's Fair, N.Y. 11380 • AREA CODE 212 - WF 4-1964 • CABLE WORLDFAIR

ROBERT MOSES
PRESIDENT

April 6, 1964

Mr. Dexter H. Zintz
Pem-Dex Corporation
248 West 23rd Street
New York, New York

Dear Mr. Zintz:

It gives me great pleasure to extend to you the enclosed courtesy pass for the 1964-1965 New York World's Fair. Please sign it in the designated space.

We believe you will be delighted with the Fair and hope you will find it possible to make several visits.

We look forward to welcoming you at the Fair.

Sincerely yours,

President

enclosure

MEDIA ENTERPRISES INC.
Time & Life Building • Suite 2760 • Rockefeller Center
New York 20, New York

Mr. Pembroke M. Davenport, President
Pem-Dex Corporation
248 West 23rd Street
New York, N. Y.

L I C E N S E A G R E E M E N T

Agreement made this 27th day of February, 1964, by and between NEW YORK WORLD'S FAIR 1964-1965 CORPORATION, a non-profit membership corporation organized under the laws of the State of New York (hereinafter referred to as "LICENSOR") and **FEM-DEX CORPORATION, a corporation organized under the laws of the State of New York with principal offices at 248 West 23rd Street, New York, N. Y.,** (hereinafter referred to as "LICENSEE");

WITNESSETH:

WHEREAS, Licensor is a non-profit membership corporation organized to construct and operate a World's Fair, (hereinafter referred to as "Fair") the purpose of which shall be to educate and enlighten the peoples of the world and to illustrate the Fair's theme "Peace Through Understanding," all for the better promotion of the public interest;

WHEREAS, Licensor owns or, by the date of opening of the Fair will own certain property such as copyrights, trademarks, symbols and designs, all as more particularly described in Schedule A attached hereto and made a part hereof (hereinafter referred to as Rights);

WHEREAS, Licensor has the right to grant licenses for the use commercially, in connection with the merchandising of manufactured articles, of said Rights relating to the New York World's Fair 1964-1965; and

WHEREAS, Licensee desires to utilize these Rights as an official Licensee of the Fair in connection with the manufacture, sale and distribution of the articles of merchandise specified in Schedule B attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. GRANT OF LICENSE.

(a) Articles. Upon the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee and Licensee hereby accepts the rights, licenses and privileges of utilizing the Rights in connection with the manufacture, sale and distribution of those articles only which are specified in said Schedule B (hereinafter referred to as "the articles.")

(b) Territory. The license hereby granted extends throughout the world.

(c) Term. The term of the license hereby granted shall be effective as of the date of execution of this license agreement, and unless sooner terminated in accordance with the provisions of this license agreement shall continue until the official close of the Fair, which shall be the date designated by the Board of Directors of the

Fair Corporation as the final day in 1965 when the Fair shall be open to the public.

(d) Licensor warrants that it has the full right, power and authority to grant to Licensee the license to use the Rights subject to the terms and conditions provided in this license agreement and that the use by Licensee of the Rights as authorized hereunder will not infringe upon the rights of any third party.

2. TERMS OF PAYMENT.

(a) Rate. Licensee agrees to pay Licensor royalties in connection with the sale of the articles hereunder and for the use of the Rights. Said royalties shall be such sum or sums of money as specified in Schedule C attached hereto and made a part hereof.

(b) Advance Royalties. Licensee agrees to pay to Licensor simultaneously with the making of this license agreement the sum of as an advance payment against royalties to be paid to Licensor pursuant to this license agreement and as a further inducement and additional and material consideration for the granting of this license. No part of such advance payment shall in any event be repayable to Licensee.

(c) Periodic Statements. Within thirty (30) days after the initial shipment of the articles covered by this license agreement, and promptly on the 15th day of each calendar

month thereafter, Licensee shall furnish to Licensor complete and accurate statements, certified to be accurate by the Licensee, showing the number, description and gross sales price, itemized deductions from gross sales price and net sales price of the articles covered by this agreement manufactured, distributed and/or sold by Licensee during the preceding calendar month. For this purpose, Licensee shall use the form of statement furnished by Licensor or if no such form is furnished by Licensor such form of statement as may be approved by Licensor. Such statements shall be furnished to Licensor in triplicate whether or not any of the articles have been sold during the preceding calendar month. The failure or refusal of Licensee to furnish any such statement shall be deemed a substantial breach of the agreement which shall entitle Licensor to terminate this agreement in the manner provided in paragraph 11(c) hereof.

(d) Payment of Royalties. Royalties in excess of the aforementioned advance royalty previously paid hereunder shall be due on the 15th day of the month following the calendar month in which earned, and payment shall accompany the statement furnished as required above. The receipt or acceptance by Licensor or by Licensor's licensing agent of any statement furnished pursuant to this license agreement, or of any royalty paid hereunder (or the cashing of any check for royalties paid hereunder) shall not preclude Licensor from questioning the correctness thereof at any time, and in the event that any inconsistencies or mistakes are discovered in such

statements or payments, they shall be immediately rectified and the appropriate payment made by Licensee.

3. EXCLUSIVITY.

(a) It is expressly agreed that Licensee's use of the Rights hereunder shall be limited to the use of the Rights in connection with the articles described in Schedule B, and Licensee shall have the exclusive rights with respect thereto; provided, however, that nothing contained in this agreement shall prevent Licensor from permitting bona fide Fair participants to use the Rights in connection with articles which depict or relate substantially entirely to the building, exhibit, entertainment, attraction or activity of such participants at the Fair.

(b) It is agreed that if Licensor, on its own behalf, should make an offer to Licensee to purchase any of the articles specified in Schedule B in connection with a premium, give-away or other promotional arrangement, Licensee shall have ten (10) days within which to accept or reject such an offer. In the event that Licensee fails to accept such offer within the specified ten (10) days, Licensor shall have the right to enter into the proposed premium, give-away or other promotional arrangement using the services of another manufacturer, provided, however, that in such event Licensee shall have a five (5) day period within which to meet the best offer of such manufacturer for the production of such articles if the price of such manufacturer is lower than the price offered to Licensee by Licensor.

4. GOOD WILL, ETC.

Licensee recognizes the great value of the goodwill associated

with the Rights, and the identification of the licensed articles with the Rights, and acknowledges that the Rights and all privileges therein and good will pertaining thereto belong exclusively to Licensor, and have acquired a secondary meaning in the mind of the public.

5. LICENSOR'S TITLE AND PROTECTION OF LICENSOR'S RIGHTS.

Licensee agrees that it will not during the term of this license agreement or thereafter attack the title of any rights of Licensor in and to the Rights or any patent, service mark, trade name, trade mark or copyright or any other protection or other right pertaining thereto, or attack the validity of this license. Upon Licensor's request, Licensee agrees to assist Licensor to the extent necessary in the procurement of any protection or to protect any of Licensor's rights to the Rights or any patent, trademark, service mark, trade name or copyright or any other protection or right pertaining thereto. Licensor, if it so desires, may commence or prosecute at its own expense any claims or suits in its own name or in the name of Licensee or join Licensee as a party thereto. Licensee shall notify Licensor in writing of any infringements or imitations by others of the Rights or articles similar to those listed in Schedule B which may come to Licensee's attention, and Licensor shall have the right, in the interest of protecting the rights and policies of Licensor and its general licensing program, including the interests of its licensees, to determine whether or not any action by Licensor or Licensee shall be taken on account of any such infringements or imitations, which determination shall not be made unreasonably by Licensor. Licensee shall not institute any claim or take any action on account of any such

infringements or imitations without first obtaining the written consent of Licensor to do so. References in this paragraph 5 to "Licensee" shall be deemed to include subsidiaries, parents and affiliates of Licensee. Licensee hereby indemnifies Licensor and the officers, directors, agents and employees of Licensor and Licensor's licensing agent (all of whom are herein collectively referred to as "the Indemnatee") and undertakes to defend Indemnatee against and hold Indemnatee harmless from any and all claims, suits, loss and damage, including reasonable attorneys' fees of attorneys selected by Indemnatee arising out of, based upon or in connection with the manufacture, sale and distribution by Licensee of the articles covered by this license agreement. Licensor shall have the right to approve any settlement before it is made, but agrees approval cannot be unreasonably withheld. Licensee hereby indemnifies and undertakes to defend Indemnatee with respect to any other alleged action by or under the authority of Licensee and also from any claims, suits, loss and damage arising out of, based upon or in connection with alleged defects in the articles covered by this agreement. Licensee agrees that it will obtain and maintain in full force and effect during the entire term of this license agreement, at its own expense, product liability insurance from a reputable insurance company approved by the Licensor and qualified to do insurance business in the State of New York providing adequate protection (at least in the amount of \$100,000 and \$300,000) for Indemnatee, and also for Licensee, against any claims, suits, loss and damage as aforesaid. A fully paid certificate of insurance naming Indemnatee as an insured party shall be submitted to Licensor by Licensee for Licensor's prior

approval before any article is manufactured, distributed or sold hereunder, and in any event before the expiration of thirty (30) days after the date of this license agreement, and any proposed change in such certificate of insurance shall be submitted to Licensor for its prior approval. Licensor shall be entitled to a copy of the then prevailing certificate of insurance, which shall be furnished to Licensor by Licensee, and no such insurance shall be cancellable or terminable without at least thirty (30) days prior notice to be given to Licensor.

6. QUALITY OF MERCHANDISE.

Licensee agrees that the articles covered by this agreement shall be of high standard and of such style, appearance and quality as to be adequate and suited to their exploitation to the best advantage and to the protection and enhancement of the Rights and the good will pertaining thereto, that such articles will be manufactured, sold and distributed in accordance with all applicable Federal, State and local laws, and that the policy of sale, distribution and/or exploitation by Licensee shall be of a high standard and to the best advantage and that the same shall in no manner reflect adversely upon the good name of the Licensor. To this end Licensee shall, before selling or distributing any of the articles, furnish to Licensor free of cost, for its written approval, a reasonable number of samples of each article together with its cartons and containers, including packing and wrapping material. The price, quality and style of such article as well as of any carton, container or packing or wrapping material shall be subject to the written approval of Licensor. After samples of the articles or cartons, containers or packing or wrapping material have been approved pursuant to this paragraph, Licensee shall not depart therefrom in any material respect

without Licensor's prior written consent. Upon Licensor's written request, Licensee shall furnish without cost to Licensor not more than ten (10) additional random samples of each article being manufactured and sold by Licensee hereunder, together with any cartons, containers and packing or wrapping material used in connection therewith.

7. LABELING.

(a) Licensee agrees that it will cause to appear on or within each article sold by it under this license agreement, and on or within all advertising, promotional or display material incorporating any of the Rights, and on any and all cartons, containers, packing and/or wrapping material incorporating any of the Rights, appropriate copyright notices, in the name of Licensor, pursuant to any copyright law or statute of any country or countries and/or any other notice or notices desired by Licensor, including, without limitation, notice of trademarks or applications therefor, if appropriate, as well as proper credit to United States Steel Corporation for use of the "Unisphere." Each and every tag, label, imprint or other device containing any such notice or notices, and all advertising, promotional or display material, and all cartons, containers, packing and/or wrapping materials incorporating any of the Rights shall be submitted by Licensee to Licensor for its written approval prior to use by Licensee. Approval by Licensor shall not constitute waiver of Licensor's rights or Licensee's duties under any provisions of this license agreement.

(b) Licensee agrees to cooperate fully and in good faith with Licensor for the purpose of securing and preserving Licensor's (or any grantor of Licensor's) rights in and to the Rights, and any copyrights, patents, trademarks, service marks or other rights in connection therewith.

In the event there has been no previous registration of the Rights and/or articles and/or any material relating thereto, Licensee, if Licensor requests, shall register such as a copyright, patent, trademark and/or service mark in the appropriate class in the appropriate governmental office, at Licensor's expense, excluding attorneys' fees. Any and all copyrights, patents, trademarks, service marks or other rights in and to the Rights or connected therewith, as between Licensee and Licensor, are reserved to Licensor, and all such registrations by Licensee shall be in the name of Licensor. If and only if Licensor so requests, Licensee, at Licensor's expense, excluding attorneys' fees, shall take out and register in Licensee's own name such copyrights, patents, trademarks and/or service marks of the Rights and/or articles and/or any material used by Licensee on/or in connection with or in selling or advertising the articles as Licensor may request. However, it is agreed that nothing herein contained shall be construed as an assignment or grant to Licensee of any right, title or interest in or to any copyright, patent, trademark or service mark of or relating to the Rights or any other right in or relating to the Rights, it being understood that all rights relating thereto are reserved by Licensor, except for the license hereunder to Licensee of the right to use and utilize the Rights only as specifically and expressly provided in the agreement. At the expiration of this contract or any extension thereof, or upon the termination of this contract, for any reason, the Licensee agrees that it will immediately discontinue the use of any of Licensor's designs, names, Rights or any design which incorporates any of the same, and will not again use the same in any manner whatsoever. It is understood, however, that in the event any trade name or mark heretofore used by Licensee shall be incorporated in any registration or right taken out, registered or possessed under the terms of this agreement, or in the event the

same shall include or contain any words, slogan or other matter specifically identifying the Licensee's goods aside and separate from the Rights, then and in such event any assignment or grant made or given to Licensor hereunder may exclude the same and reserve them to Licensee, it being the intention herein that any such assignment or grant to Licensor under the terms of this instant paragraph need not include specific rights possessed by the Licensee aside from the Rights.

8. PROMOTIONAL MATERIAL.

(a) Licensee agrees that it will not use the Rights or any reproduction thereof in any advertising, promotional or display material, including without limitation publications, radio and television, or in any manner whatsoever without the prior written approval of Licensor. All said advertising, promotional or display material shall bear all appropriate and necessary notices of copyrights, trademark, service mark or patent registrations and applications therefor and any other notice deemed appropriate or necessary by Licensor. All artwork and designs based upon the Rights as used under this license, either on the articles themselves, cartons, containers, packing or wrapping material, advertising or the like shall, notwithstanding their invention or use by Licensee, be and remain the property of Licensor and Licensor shall be entitled to use the same and to license the use of same by others, and Licensee shall have no right whatsoever to use the same, except to the extent such right is granted under the provisions of this license agreement. All other artwork developed by Licensee shall remain the property of Licensee.

(b) Licensor shall have the right, but shall not be under obligation, to engage in any promotional, advertising or display activities with respect to the articles or to aid or assist Licensee therein.

9. DISTRIBUTION.

(a) Licensee agrees that during the term of this license, at no expense to Licensor, it will diligently and continuously, and to the greatest extent possible manufacture, distribute and sell the articles covered by this agreement, and that it will use its best efforts to create a demand therefor and that it will supply the demand for the articles covered by this agreement.

(b) Licensee agrees that outside the Fair it will sell and distribute the articles covered by this agreement only to jobbers, wholesalers and distributors for sale and distribution to retail stores and merchants, and to retail stores and merchants for sale and distribution direct to the public. Licensee shall exercise extreme care to avoid selling and/or distributing such articles to jobbers, wholesalers, distributors, retail stores, merchants or any others whose sales or distribution are or will be made for publicity purposes, combination sales, premium purposes, give-aways, or similar methods of merchandising, or whose business methods are questionable. Except as provided in paragraph 3(b), Licensee shall not sell or distribute to any person, firm or corporation any of the articles covered by this agreement for premium, give-away or promotional tie-in purposes, without the prior consent in writing of Licensor which, however, Licensor shall not in any event be obliged to give; such consent by Licensor in any particular instance shall not oblige Licensor so to consent in any other instance. Licensee shall not sell the articles in job lots at reduced prices unless it obtains the written approval of Licensor to do so.

(c) In no event shall any sale be made at a special price to any of Licensee's subsidiaries or to any other person, firm or corporation related in any manner to Licensee or its officers, directors or major stockholders. In the event any sale be made in violation of this paragraph 9(c), Licensor, in addition to any of its other rights, shall be paid a royalty on such sale based upon the price generally and customarily charged the trade by Licensee.

(d) Licensee agrees to sell to Licensor quantities of the articles at as low a rate and on as good terms as Licensee sells similar quantities of the articles to the general trade.

10. RECORDS.

Licensee agrees to keep accurate books of account and records covering all transactions relating to the license hereby granted, and Licensor and its duly authorized representatives shall have the right at all reasonable hours of the day to an examination of said books of account and records and of all other documents and material in the possession or under the control of Licensee with respect to the subject matter and terms of this agreement, and shall have free and full access thereto for said purposes and for the purpose of making extracts therefrom. Upon demand of Licensor, Licensee shall at its own expense furnish to Licensor a detailed statement by an independent certified public accountant showing the number, description,

gross sales price, itemized deductions from gross sales price and net sales price of the articles covered by this agreement distributed and/or sold by Licensee to the date of Licensor's demand. All books of account and records shall be kept available for at least two (2) years after the termination of this license.

11. BANKRUPTCY, VIOLATIONS, ETC.

(a) Licensee shall exercise his best efforts to provide the articles listed in Schedule B and utilizing any of the Rights for sale at the Fair commencing at the opening date thereof. If Licensee shall not have commenced in good faith to manufacture, distribute and to offer for sale in substantial quantities all the articles in Schedule B within one month after the opening of the New York World's Fair in 1964 or if at any time thereafter in any calendar month Licensee fails to offer for sale any of such articles (or any class or category of such articles), Licensor in addition to all other rights or remedies available to it, may terminate this license with respect to any articles or class or category thereof which have not been manufactured, distributed or offered for sale during such period, by giving written notice of such termination to Licensee. Such notice shall be effective when mailed by Licensor.

(b) If Licensee files a petition in bankruptcy or is adjudicated a bankrupt or if a petition in bankruptcy is filed against Licensee or if Licensee becomes insolvent or makes an assignment for the benefit of its

creditors or an arrangement pursuant to any bankruptcy law or if Licensee discontinues its business or if a receiver is appointed for Licensee or its business, the license hereby granted shall automatically terminate forthwith without any notice whatsoever being necessary and all royalties on sales theretofore made shall become immediately due and payable and no advance royalty payment shall be repayable. In the event this license is so terminated, Licensee, its receivers, representatives, trustees, agents, administrators, successors and/or assigns shall have no right to sell, exploit or in any way deal with or in any articles covered by this license agreement or any carton, container, packing or wrapping material, advertising, promotional and display material pertaining thereto except with and under the special consent and instructions of Licensor in writing, which they shall be obligated to follow. Without limiting the generality of any of the foregoing, in the event of such termination, Licensor shall have the prior right and option to purchase any or all of such articles, cartons, containers, packing or wrapping materials, advertising, promotional or display materials at the cost thereof to Licensee.

(c) If Licensee shall violate any of its obligations under this license agreement, Licensor shall have the right to terminate the license hereby granted by giving written notice of such termination to Licensee. Termination

of the license hereby granted shall be without prejudice to any rights or remedies which Licensor may otherwise have against Licensee. Upon the termination of this agreement or of the license hereby granted, notwithstanding anything to the contrary herein contained, all royalties on sales theretofore made shall become immediately due and payable and no advance royalties shall be repayable.

12. FINAL STATEMENT UPON TERMINATION.

In the event of the termination, or of notice of termination of the license granted hereunder pursuant to the provisions hereof, a statement showing the number and description of articles covered by this agreement on hand or in process shall be furnished by Licensee to Licensor within ten (10) days after receipt of notice of termination or the happening of the event which terminates this agreement where no notice is required. Licensor shall have the right to take a physical inventory to ascertain or verify such inventory and statement, and refusal by Licensee to submit to such physical inventory by Licensor shall forfeit Licensee's right to dispose of such inventory, Licensor retaining all other legal and equitable rights Licensor may have in the circumstances.

13. DISPOSAL OF STOCK UPON TERMINATION.

After termination of the license pursuant to notice under the provisions of paragraph 11(a), Licensee, except as otherwise provided in this agreement, may dispose of articles covered by this agreement which are on hand or in process at the time notice of termination is received for a period

of sixty (60) days after notice of termination, provided advances and payments with respect to that period are paid and statements are furnished for that period in accordance with the provisions of this agreement. Notwithstanding anything to the contrary herein, Licensee shall not dispose of articles covered by this agreement after its termination pursuant to the provisions of the preceding paragraphs when the notice of termination states that Licensor has elected to terminate the agreement because of the failure of Licensee to affix notice of copyright, patent, trademark or service mark registration or any other notice to the articles, cartons, containers, or packing or wrapping material or advertising, promotional or display material, or because of the departure by Licensee from the quality and style approved by Licensor pursuant to paragraph 6, or because of any other breach of this agreement by Licensee.

14. FINAL STATEMENT PRIOR TO EXPIRATION.

Sixty (60) days before the expiration of this license, Licensee will furnish Licensor with a statement showing the number and description of articles covered by this agreement on hand or in process. Licensor shall have the right to take a physical inventory to ascertain or verify such inventory and statement, and refusal by Licensee to submit to such physical inventory by Licensor shall forfeit Licensee's right to dispose of such inventory, Licensor retaining all other legal and equitable rights Licensor may have in the circumstances.

15. DISPOSAL OF STOCK UPON EXPIRATION.

Upon the expiration of this license, Licensee will refrain from the further sale or disposal of the articles listed in Schedule B. Nothing herein contained shall be construed to grant Licensee the right to continue the manufacture, sale or distribution of the articles subsequent to the date of expiration of this agreement, or to provide for the delivery of the articles subsequent to that date, regardless of the number of articles on hand or in process at that date.

16. EFFECT OF TERMINATION OR EXPIRATION.

(a) Upon and after the expiration or termination of this license, all rights granted to Licensee hereunder shall forthwith revert to Licensor, who shall be free to license others to use the Rights and Licensor's services in connection with the manufacture, sale and distribution of the articles in the territory covered hereby effective on and after such date of expiration or termination and upon and after such expiration or termination of the license Licensee will refrain from further use of the Rights or any further reference to any of them, direct or indirect or of anything deemed by Licensor to be a simulation of the subject matter of any of the Rights or deceptively similar thereto, in connection with the manufacture, sale or distribution of Licensee's products, except as provided in paragraph 13.

(b) Licensee acknowledges that its failure to cease the manufacture, distribution or sale of the articles covered by this agreement or any class or category thereof at the termination or expiration of this license will

result in immediate irreparable and irremediable damage to Licensor.

Licensee acknowledges and admits that there is no adequate remedy in law for such failure to cease manufacture, distribution or sale, and Licensee agrees that in the event of such failure Licensor shall be entitled to equitable relief in the way of temporary and permanent restraining orders and injunctions and such other and further relief as any Court with jurisdiction may deem just and proper.

17. REMEDIES OF LICENSOR.

(a) Resort to any remedies referred to herein shall not be construed as a waiver of any other rights or remedies to which Licensor is entitled under this license agreement, at law or in equity.

(b) It is agreed that any remedies provided for in this license agreement shall not be exclusive of any other remedies available hereunder, at law and/or in equity, but the same shall be deemed to be cumulative.

(c) In the event Licensor shall be required, by reason of any breach hereunder by Licensee, to resort to litigation to enforce any of its rights under this license agreement, then in such event, Licensee shall pay all costs and expenses, including reasonable attorneys' fees, incurred by Licensor in or in connection with such litigation, provided Licensor prevails in such litigation.

18. NOTICES.

All notices and statements to be given, and all payments to be made hereunder, shall be given or made to Licensor in care of World's Fair Licensing Division of Media Enterprises Inc., Suite 2760, Time and Life Building, Rockefeller Center, New York 20, New York

and to Licensee at its address as set forth above, unless notification of a change of address is given in writing. All payments by Licensee hereunder shall be made to the order of World's Fair Licensing Division of Media Enterprises Inc.

19. NO JOINT VENTURE.

Nothing herein contained shall be construed to place the parties in relationship of partners or joint venturers, and Licensee shall have no power to obligate or bind Licensor in any manner whatsoever.

20. NO ASSIGNMENT OR SUBLICENSE.

This agreement is personal to Licensee, and neither it nor any of the rights or duties hereunder may be assigned, mortgaged, sub-licensed or otherwise encumbered by Licensee or by operation of law, nor may Licensee give up any control over the subject matter of this license.

21. NO WAIVER, ETC.

This agreement cannot be changed or terminated orally, and none of the terms of this agreement shall be deemed to be waived or modified, nor shall this agreement be renewed, extended, terminated or discharged, except by an express agreement in writing signed by the party against whom enforcement of such waiver, modification, etc. is sought or by his agent. There are no representations, promises, warranties, covenants or undertakings other than those contained in this agreement, which represents the entire understanding of the parties. The failure of either party hereto to enforce, or the delay by either party in enforcing any of its rights under this agreement shall not be deemed a continuing waiver or a modification by such party of any of its rights under this agreement, and either party, within the time provided by the applicable law, may commence appropriate

legal or equitable proceedings to enforce any or all of its rights under this agreement, and any prior failure to enforce or delay in enforcement shall not constitute a defense. No person, firm, group or corporation other than Licensee or Licensors shall be deemed to have acquired any rights by reason of anything contained in this agreement.

22. RESERVED RIGHTS.

Rights not herein specifically granted to Licensee are reserved by Licensors and may be used by Licensors without limitation. Any use by Licensors of such reserved rights, including, but not limited to, the use or authorization of the use of the Rights in any manner whatsoever shall, notwithstanding anything to the contrary herein contained, not be deemed unfair competition with or interference with or infringement of any of Licensee's rights hereunder.

23. JOINT LICENSEES.

In the event that the Licensee consists of two or more persons or entities, each of the persons or entities comprising Licensee shall be jointly and severally liable for all the obligations of Licensee.

24. NO LIABILITY OF LICENSING AGENT.

Licensee understands that this agreement is being signed on behalf of Licensors by World's Fair Licensing Division of Media Enterprises Inc. as Licensors' licensing agent only, and not as a principal, and Licensee agrees that Media Enterprises Inc. shall not be liable for any of the obligations of Licensors hereunder. Licensee further understands that this agreement shall not have any force or effect unless the New York World's Fair 1964-1965 Corporation indicates its approval in the space provided ~~therefor below~~.

25. CONSTRUCTION.

This agreement shall be construed in accordance with the laws of the State of New York. The headings of the paragraphs, subparagraphs and other divisions of this license agreement are inserted merely for convenience and shall not be used or relied upon in or in connection with the construction or interpretation of this license agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

WORLD'S FAIR LICENSING DIVISION
OF
MEDIA ENTERPRISES INC.

BY: Walter P. Kogee, Exec. V. Pres.
as licensing agent for
NEW YORK WORLD'S FAIR
1964-1965 CORPORATION, Licensor

PEM-DEX CORPORATION

Licensee,

BY: Temerance M. Langford, Pres.
(In addition to signature, please
print or type name and title of
individual signing on behalf of
Licensee).

Approved:
NEW YORK WORLD'S FAIR 1964-1965
CORPORATION

BY: [Signature]

SCHEDULE A

RIGHTS: (to include the following):

1. The name "New York World's Fair 1964-1965".
2. The official symbol of the Fair known as the "Unisphere" with a prescribed legend "Presented by USS United States Steel" and (as between Licensor and United States Steel Corporation) the right to copyright said symbol in the name of Licensor.
3. Certain rights to reproduce the buildings, exhibits and scenes of the Fair with appropriate credits and copyright notices, as set forth in the Rules and Regulations for Exhibitors, Concessionaires and Other Participants, and any reasonable amendments thereto, and subject to the consents and approvals set forth therein.

SCHEDULE B

ARTICLES:

The articles shall be official New York World's Fair phonograph records of the song entitled "Fair Is Fair" written by Richard Rodgers, made on laminated paper, approximately seven and one half (7 1/2") inches in diameter, to be designed for retail sale as souvenir items individually and not in combination with or as part of any other article of merchandise except that said phonograph records as herein described may be contained in a laminated paper folder as an integral part thereof, designed to be played on a phonograph by folding back the front cover and placing the back cover (with the front cover underneath) on a phonograph record turntable. Without in any way limiting Licensor's rights hereunder, it is specifically understood and agreed that Licensor shall have the right to authorize others to utilize the Rights on (i) phonograph records of the song "Fair Is Fair" written by Richard Rodgers made of any material other than laminated paper; (ii) phonograph records of all kinds other than as described in the first sentence of this Schedule B; and to authorize the use of the designation "Official New York World's Fair" in connection therewith.

SCHEDULE C

RATE OF PAYMENT:

SIX (6 %) percent of all sales by or for Licensee and any person affiliated, associated, subsidiary or parent with or of Licensee of the articles covered by this agreement. The term "sales" shall mean gross receipts derived by Licensee from the sale of the articles, less quantity discounts and returns, but no deduction shall be made for cash, freight or advertising allowances, or other discounts or uncollectible accounts. No costs of manufacture, sale, distribution, or exploitation of the articles shall be deducted. The term "sales" shall also include all articles, even if not billed, such as free introductory offers, samples, etc., to the extent such free articles exceed one percent (1%) of annual gross production, at the usual billing price for such articles if sold in the ordinary course of business.

RIDER TO LICENSE AGREEMENT BETWEEN
NEW YORK WORLD'S FAIR 1964-1965 CORPORATION

AND

PEM-DEX CORPORATION

* * * *

- (1) Subparagraph (b) of Paragraph 2 on page 3 is hereby deleted.
- (2) The heading and Subparagraph (a) of Paragraph 3 are hereby deleted on page 5 and there is hereby inserted in lieu thereof the following:

"3. SCOPE OF LICENSE.

(a) It is expressly agreed that Licensee's use of the Rights hereunder shall be limited to the use of the Rights in connection with the articles described in the first sentence of Schedule B but Licensee shall not have in any manner, exclusive rights with respect thereto; provided, however, that Licensor agrees not to authorize others to utilize the Rights on a laminated paper recording of the song entitled "Fair Is Fair", written by Richard Rodgers, provided, however, that Licensor may permit Cities Service Company to utilize the Rights on recordings of any nature or material, of the song "Fair Is Fair" performed by the Official World's Fair Band for release at Cities Service Stations and at such other places as Licensor shall approve. In the event, however, that such recordings on which the Rights are utilized are to be made on records of laminated paper approximately seven and one half (7 1/2") inches in diameter and are to contain only the song "Fair Is Fair", Licensor shall require Cities Service Company to afford to Licensee an opportunity to bid for the job of preparing such records. Licensor shall not, however, authorize Cities Service Company to designate any such records of laminated paper of said diameter and containing only the song "Fair Is Fair" as "Official New York World's Fair Phonograph Records" unless said records are prepared by Licensee."

- (3) With respect to Paragraph 6 appearing on page 8, there is hereby inserted on the eleventh line after the word "approval," the following:

"and to Mr. Richard Rodgers or such other person as Mr. Rodgers may designate, for his written approval,"

- (4) There is hereby added at the end of Paragraph 9 on page 13 a new Subparagraph (e) as follows:

"(e) Licensee agrees that (i) the articles will be created and manufactured by personnel in its employ or in the employ of others who are members of appropriate unions affiliated with the A. F. L. - C. I. O. ; (ii) in delivering or making arrangements for the delivery of the articles to the Fair site, Licensee shall require that such deliveries be made by union truckmen and (iii) in the event Licensee sells its articles directly to the public at the Fair site, it shall use members of an appropriate union affiliated with the A. F. L. - C. I. O."

- (5) It is specifically understood and agreed that Licensor makes no representation or warranties as to ownership of or any rights in or to the words and/or music of the song "Fair Is Fair", and that this license is limited to the use by Licensee of the Rights as described in this agreement. Licensee shall, at its own cost and expense, obtain the right to use said words and/or music in connection with the articles.

WORLD'S FAIR LICENSING DIVISION OF
MEDIA ENTERPRISES INC.

BY: Walter B. Kaye, Exec. U. Pres.
as licensing agent for NEW YORK WORLD'S
FAIR 1964-1965 CORPORATION, Licensor

PEM-DEX CORPORATION
Licensee

BY: Lambert D. Sampson, Pres.
(In addition to signature, please print or type
name and title of individual signing on behalf
of Licensee)

Approved:
NEW YORK WORLD'S FAIR
1964-1965 CORPORATION

BY: Stuart Tabak

NEW YORK CITY DISC JOCKEYS

X DENOTES IMPORTANT D.J.

W.N.B.C. 30 ROCKEFELLER PLAZA, NEW YORK 20, NEW YORK

BIG WILSONX

JIM LOWE

JOHN FLEETWOOD

WOODMAN AND RICHX *Dear Sirs:*

JOHN CLARKE X

John Plummer

W.H.N. 400 PARK AVENUE, NEW YORK, NEW YORK

JIM AMECHX

HANS ANDERSEN

DICK SHEPARD

LONNIE STARRX

DEAN → DEN HUNTER

BOB AND RAY SHOW

{ BOB GOULDINGX }

{ RAY ELLIOTTX }

*one envelope one letter
Dear Bob & Ray:*

W. C. B. S. 49 EAST 52ND STREET, NEW YORK, NEW YORK

JACK STERLINGX

BILL RANDLE

TED STEELX

BOB HALL

W. N. E. W. 565 FIFTH AVENUE, NEW YORK 17, NEW YORK

KLAVAN AND FINCH SHOW

{ GENE KLAVANX } *one letter one envelope Dear Gene & Dee:*

DEE FINCHX

WILLIAM B. WILLIAMSX

BOB LANDERS

WALLY KINGX

MARTY O'HARAX

TED BROWN



(12/8/63)

UPI #3327

(LEFT TO RIGHT)

RICHARD RODGERS, AND,

ROBERT MOSES, PRESIDENT OF THE NEW YORK WORLD'S FAIR.