

RECEIVED FOR RECORD September 21, 1939ASSIGNORS, Patty S. Hill and Jessica M. HillASSIGNEE, Clayton F. Senny Co.

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The following assignment of copyright is this twenty-first
of September, 1939, recorded in the Copyright Office of the United States
book 425, page# 36-38, in conformity with the laws of the United States
respecting copyright.

(July, 1938—5,000)

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Ex. 49

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ASSIGNMENT OF COPYRIGHTS

KNOW ALL MEN BY THESE PRESENTS that we, PATTY S. HILL and JESSICA W. HILL, of New York, New York, in consideration of the sum of One Dollar (1.00) and other good and valuable considerations to us in hand paid by CLAYTON F. SUMMY CO., a Delaware corporation, with its principal office at No. 321 South Wabash Avenue, Chicago, Illinois, the receipt whereof is hereby acknowledged, do hereby sell, convey, assign, transfer, and set over to said Clayton F. Summy Co., all of our property, right, title and interest, in and to the present copyrights and present renewals and extensions of copyrights (including the copyrights and renewals and extensions of copyrights hereinafter specifically described) secured in the United States of America or in any foreign country or countries, in and to the following books and musical compositions:

- (1) "Song Stories for the Kindergarten" (original United States copyright registration, October 13, 1893, entry #45997 or #45997Y; renewal registration, September 3, 1921, renewal registration #19043);
- (2) "Song Stories for the Kindergarten. New edition, revised, illustrated and enlarged." (Original United States copyright registration, June 8, 1896, entry #34260 or #34260B2; renewal registration, January 9, 1924, renewal registration #25771);
- (3) "Song Stories for the Sunday School" (original United States copyright registration, March 20, 1899, entry #20441; renewal registration, January 3, 1927, renewal registration #36618);
- (4) "Good Morning to All" (original United States copyright registration, February 7, 1907, entry #142468 or #C142468; renewal registration, January 2, 1936, renewal registration #34877 or #R34877);

and all of our right, title, and interest in and to all renewals and extensions of the copyrights thereto that have been and may, can, or shall hereafter be secured under the laws now or hereafter in effect in the United States or in any foreign country or countries, and all of our property, right, title, and interest in and to said books and musical compositions, including

both the words and the music thereof, and also all rights, claims, demands, and causes of action which we or either of us now have or hereafter can, shall, or may have against any person or persons who have heretofore infringed any of the rights and privileges which we or either of us may, can, or shall have in and to said books and musical compositions, and the copyrights thereto and the renewals and extensions of said copyrights.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this assignment includes and effects a sale, assignment, conveyance and transfer of all copyrights to the above enumerated books and musical compositions and of all renewals and extensions of such copyrights which may have been omitted from the descriptions of copyrights, renewals and extensions of copyrights appearing in the above specific enumeration.

IT IS ALSO EXPRESSLY UNDERSTOOD AND AGREED that this assignment includes and effects a sale, assignment, conveyance, and transfer of all of our property, right, title, and interest in and to said books and musical compositions, said copyrights, and renewals and extensions of copyrights, and of said rights, claims, demands, and causes of action which we or either of us may now have or own as next of kin and as assignees of the next of kin of Mildred J. Hill.

IN WITNESS WHEREOF we have hereunto set our respective hands and seals this 2nd day of September, A.D. 1939.

Patty S. Hill (SEAL)
Jessica M. Hill (SEAL)

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS

On the 2nd day of September, A.D. 1939, before me personally came PATTY S. HILL and JESSICA M. HILL, to me known and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to me that

they executed the same.

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Samman
Notary Public

My commission expires *Mar. 30, 1991.*

EXHIBIT 50

UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF NEW YORK.
THE HILL FOUNDATION, INC., Plaintiff, -against- CLAYTON F. SUMMY CO., Defendant.
(Original) AMENDED COMPLAINT.
Attorneys for Plaintiff , SAMUEL MANN, 70 PINE STREET, BOROUGH OF MANHATTAN, CITY OF NEW YORK.

U.S. DISTRICT COURT
 FILED
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ATTORNEY
Alford

No 273869 A

UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK.

-----X

THE HILL FOUNDATION, INC.,

Plaintiff,

-against-

AMENDED COMPLAINT.

CLAYTON F. SUMMY CO.,

Civil 19-377.

Defendant.

-----X

Plaintiff, for its amended complaint, respectfully shows to the Court and alleges upon information and belief:

FOR A FIRST CAUSE OF ACTION.

FIRST: That at the time of the execution and delivery of the hereinafter mentioned and described assignment, plaintiff was and still is a domestic corporation.

SECOND: That the defendant herein was organized as a corporation under the laws of the State of Delaware on or about August 31st, 1931; and that subsequent to the aforesaid date of the filing of its certificate of incorporation but at a time presently unknown to plaintiff or its hereinafter named assignors it became and still is engaged in the business of publishing and generally dealing in music and musical compositions in sheet music and book form in the City of Chicago, State of Illinois.

THIRD: That prior to October 13th, 1893, one PATTY S. HILL and her sister, MILDRED J. HILL, composed and wrote the music and words of a number of songs which were collectively entitled "SONG STORIES FOR THE KINDERGARTEN" by them, and thereby became the proprietors of the music and words of said songs entitled as aforesaid.

FOURTH: Reposing the utmost, faith, confidence and trust in one CLAYTON F. SUMMY who was then engaged in the business

of publishing and dealing in music and musical compositions in sheet music and book form, the said PATTY S. HILL and MILDRED J. HILL executed and delivered to the said CLAYTON F. SUMMY (who is hereinafter called SUMMY) a license to publish and sell said book, and to copyright said book in his own name; and in consideration of said license SUMMY agreed to accept, copyright and publish, and to offer for sale in the usual course of business the aforesaid book, and from the proceeds of such sales, if any, to pay to the said PATTY S. HILL and MILDRED J. HILL the sum of ten percent of the retail price per copy for each and every copy so sold.

FIFTH: In accordance with said license SUMMY entered said songs collectively entitled as aforesaid in the United States Patent Office in his own name under copyright number 45,997 on the 13th day of October, 1893; and thereby became a trustee thereof.

SIXTH: That thereafter the said SUMMY formed or caused to be formed a corporation under the laws of the State of Illinois which was known as CLAYTON F. SUMMY CO. and whose charter or certificate of incorporation was filed in the office of the Secretary of State of Illinois on or about January 14th, 1895. Said corporation is hereinafter referred to as "the first corporation."

SEVENTH: That thereafter the said SUMMY and the first corporation published and offered for sale and did sell in book form the songs copyrighted as aforesaid and as in said license provided.

EIGHTH: Said book or work was subsequently revised and enlarged by the said PATTY S. HILL, and a new edition thereof so revised and enlarged was duly copyrighted in the name of SUMMY on the 8th day of June, 1896, under copyright number 34,260.

NINTH: Thereafter and on or about April 17th, 1899, the aforesaid MILDRED J. HILL licensed the first corporation to

publish certain songs from the book entitled "SONG STORIES FOR THE KINDERGARTEN" in a new book to be entitled "SONG STORIES FOR THE SUNDAY SCHOOL", and to copyright the same; and in consideration thereof, said corporation agreed to pay to the said MILDRED J. HILL \$1.20 per hundred for all copies sold of said work, excepting the first three hundred copies.

TENTH: That one of the songs contained in the works mentioned and described in paragraphs "FOURTH" to "EIGHTH" inclusive hereof is one entitled "GOOD MORNING TO ALL" which, with words written by the said PATTY S. HILL, was later entitled "HAPPY BIRTHDAY TO YOU" and was included among the songs copyrighted as aforesaid by the said SUMMY.

ELEVENTH: The said song, "HAPPY BIRTHDAY TO YOU", written and composed by the said PATTY S. HILL and MILDRED J. HILL, thereafter acquired a nation-wide popularity which has continued down to the present time; performances thereof being given vocally, by orchestras, in various dramatic performances on the stage, and in various forms over the radio; all of which was and still is known to this defendant.

TWELFTH: The aforesaid MILDRED J. HILL having thereafter died prior to the expiration of the original copyrights mentioned and described in paragraphs "FIFTH", "SEVENTH", "EIGHTH" and "NINTH" hereof, renewals of said copyrights were thereafter obtained from the Register of Copyrights in the United States Patent Office as follows:

a. Original copyright number 45,997:
renewal registration in the name of JESSICA M. HILL,
(a sister of the said MILDRED J. HILL and PATTY S.
HILL) as next of kin under number R 19,043 on the 3rd
day of September, 1921.

b. Original copyright number 34,260:

renewal registration in the name of the aforesaid JESSICA M. HILL as next of kin under number R 25,771 on the 9th day of January, 1924; and

c. Original copyright number 20,441:

renewal registration in the name of the aforesaid PATTY S. HILL under number R 36,618 on the 3rd day of January, 1927.

THIRTEENTH: That subsequent to the commencement of this action plaintiff and plaintiff's hereinbelow mentioned assignors were informed for the first time and now allege that the duration of the first corporation was for a period of twenty-five years and that its charter under the laws of the State of Illinois expired on January 14th, 1920; that thereafter and on or about April 15th, 1925, another corporation known as CLAYTON F. SUMMY CO. (and hereinafter referred to as the second corporation) was organized under the laws of the State of Illinois.

FOURTEENTH: Continuing to repose faith, confidence and trust in Summy individually, the said PATTY S. HILL and JESSICA M. HILL as next of kin and individually (and hereinafter referred to as plaintiff's assignors), acquiesced in the continued publication and sale by said Summy of the books or works mentioned and described in paragraphs "THIRD", "EIGHTH" and "NINTH" hereof under the renewals of copyrights mentioned and described in paragraph "TWELFTH" hereof, without any express license therefor; and said Summy thereby agreed to continue and did continue to publish and sell said books or works only upon the terms and conditions contained in and contemplated by the express licenses originally granted to it.

FIFTEENTH: That at the time of the granting of the aforesaid licenses to SUMMY under the original and renewal copyrights above mentioned and described, sound motion pictures were

unknown commercially, and the licenses granted to SUMMY did not contemplate the use of the aforementioned songs in sound motion pictures or dramatic performances or in any other wise or manner except in sheet music form; nor did such licenses contemplate or contain any agreement that SUMMY should have the right to grant licenses or sub-licenses to the producers of sound motion pictures or dramatic performances in respect to the use of any of said songs therein and in particular the aforesaid song "HAPPY BIRTHDAY TO YOU"; the only rights acquired at any time by SUMMY under the original express licenses and the oral renewals thereof being those of publication and sale of said songs or works in sheet music form.

SIXTEENTH: That thereafter SUMMY and the second corporation continued to publish and offer for sale said books or works upon the terms and conditions above set forth and contemplated by the parties to such arrangement.

SEVENTEENTH: That thereafter, as plaintiff is now informed, the said SUMMY retired from business prior to the date of the incorporation of the defendant herein; and on or about May 17th, 1933, the second corporation was dissolved by action of the Attorney General of the State of Illinois for non-payment of taxes.

EIGHTEENTH: That thereafter the defendant herein, without notifying plaintiff's assignors or this plaintiff that it was a newly created business entity separate and distinct from the above-mentioned first and second corporations, but on the contrary representing that it was the same enterprise but with merely new management, and without the knowledge, permission or consent of plaintiff's assignors or of this plaintiff, secretly entered into various agreements with the producers of sound motion pictures and of stage or dramatic performances and others presently unknown to plaintiff for the sound and dialogue rights for the use of the song "HAPPY BIRTH-

DAY TO YOU" and purported to hold itself out as having the right to grant licenses or sub-licenses in respect to the use of the aforesaid song; whereas in truth and in fact no such licenses had been granted to it by plaintiff's assignors and by this plaintiff; and in consequence thereof this defendant received from various producers of sound motion pictures and stage or dramatic performances and from others presently unknown to plaintiff and its assignors substantial sums of money by way of royalties for the use of said song without disclosing the same.

NINETEENTH: Plaintiff's assignors did not learn of the wrongful acts and conduct of this defendant in disposing of the sound and dialogue rights to said song until about November, 1941; and upon acquiring knowledge thereof, due demand was made upon the defendant for an accounting of all sums received by them as royalties, and for payment of the amounts collected by them, which was refused.

TWENTIETH: That as the plaintiff is informed and verily believes, this defendant has collected upwards of five thousand dollars or more by way of royalties from producers of sound motion pictures and of stage or dramatic performances and from others; that it is continuing to grant, without the knowledge, permission or consent of plaintiff's assignors or of this plaintiff such sound and dialogue rights to the aforesaid song, all in violation of the rights conferred upon plaintiff's assignors and this plaintiff by the copyright laws of the United States of America; that it has collected and will continue to collect and receive royalties therefrom in amounts which are within its peculiar knowledge and which it will not disclose to plaintiff.

TWENTY-FIRST: Plaintiff has no adequate remedy at law.

TWENTY-SECOND: Prior to the commencement of this action,

plaintiff's assignors, by an instrument in writing bearing date the 2nd day of June, 1942, duly assigned to the plaintiff herein all their right, title and interest, joint and several, in and to the above-mentioned and described copyrights and renewals thereof, together with all their right, title and interest in and to licenses, agreements and contracts for the publication and sale of said works, and in and to any and all rights, demands, claims and causes of action heretofore accrued or which may at any time hereafter accrue, for unpaid royalties, or by reason of any infringements of said copyrights or renewal copyrights, and howsoever arising; which assignment was duly recorded in the Copyright Office of the United States of America on June 8th, 1942, in Copyright Office Book 485, at pages 242-243, in conformity with the laws of the United States respecting copyrights; and plaintiff is still owner and holder thereof.

FOR A SECOND CAUSE OF ACTION.

TWENTY-THIRD: Plaintiff repeats and reiterates the allegations contained in the paragraphs of the complaint herein numbered "FIRST" to "FOURTEENTH" inclusive.

TWENTY-FOURTH: That during the calendar years 1934 and 1935, the aforesaid JESSICA M. HILL as owner of the copyright of the said book or work entitled "SONG STORIES FOR THE KINDERGARTEN", in the belief that the defendant herein was the same business entity as the first and second corporations above-mentioned and described and in whom she had reposed faith, trust and confidence, granted to this defendant a number of licenses for the publication, sale and performance of various piano arrangements of the song variously entitled "GOOD MORNING TO ALL" or "HAPPY BIRTHDAY TO YOU"; in consideration of which the defendant agreed to pay to the said JESSICA M. HILL, five per cent of the marked retail price on the first 700 copies sold of each work in respect to which a license was granted;

and ten per cent on all subsequent sales.

TWENTY-FIFTH: That said licenses contained a provision that an accounting should be rendered and payment made once each year if desired, but that no accounting should be required unless and until 500 copies of each work licensed as aforesaid, had been sold.

TWENTY-SIXTH: Each said license contained a further provision that should the defendant receive any payment for the publication of said work in any foreign country; or for the mechanical reproduction or performance thereof in any country; or for any arrangements permitted to be published by any other publishing house under royalty contract, that one-half of the amount so received was to be paid to the said JESSICA M. HILL.

TWENTY-SEVENTH: That said work entitled "GOOD MORNING TO ALL" (which included the said song known as "HAPPY BIRTHDAY TO YOU") was duly copyrighted in the name of the aforesaid CLAYTON F. SUMMY under number C-142,468, on the 7th day of February, 1907; and a renewal thereof was obtained from the Register of Copyrights of the United States Patent Office in the name of the aforesaid JESSICA M. HILL and PATTY S. HILL as next of kin, under number R34,877, on the 2nd day of January, 1935.

TWENTY-EIGHTH: Plaintiff repeats and reiterates the allegations contained in the paragraph of the complaint numbered "TWENTY-SECOND" with the same force and effect as if set forth at length herein.

TWENTY-NINTH: That the licenses granted herein to the defendant by the said JESSICA M. HILL are by their terms revocable at the will of the said licensor, JESSICA M. HILL; that by reason of this defendant's breach of duty and wrongful conduct as alleged in the paragraphs of this amended complaint designated "EIGHTEENTH"

to "TWENTIETH" inclusive, plaintiff's assignors and plaintiff have elected and do hereby elect to terminate and cancel said licenses and desire that this defendant may be made to account in respect to the sales made by it of the various piano arrangements of said song "GOOD MORNING TO ALL", and for any moneys received by it for the publication of said work in any foreign country, or for mechanical reproductions or performances thereof in any country; or for any arrangements permitted to be published by any other publishing house under a royalty contract.

THIRTIETH: Plaintiff has no adequate remedy at law.

FOR A THIRD CAUSE OF ACTION.

THIRTY-FIRST: Plaintiff repeats and reiterates the allegations contained in the paragraphs of the complaint numbered "FIRST" to "ELEVENTH" inclusive, with the same force and effect as if set forth at length herein.

THIRTY-SECOND: The aforesaid MILDRED J. HILL died intestate on June 5th, 1916, a resident of Louisville, Kentucky, leaving her surviving as her sole heirs and next of kin two sisters, the above mentioned PATTY S. HILL and JESSICA M. HILL and a brother WILLIAM WALLACE HILL, all of whom were of full age at the date of her death.

THIRTY-THIRD: Thereafter and in October, 1916, the said PATTY S. HILL, JESSICA M. HILL and WILLIAM WALLACE HILL, as the sole heirs and next of kin of the said MILDRED J. HILL, deceased, requested the first corporation to pay all royalties properly payable to the said MILDRED J. HILL under the licenses mentioned and describe in the paragraphs hereof numbered "FOURTH" to "NINTH" inclusive, to the said JESSICA M. HILL; it being the intention of the parties there that all the right, title and interest of the said WILLIAM WALLACE

HILL as one of the heirs and next of kin of the said MILDRED J. HILL, in and to the aforesaid copyrights and the royalties payable thereunder should be deemed assigned to his sister, JESSICA M. HILL, and vested in her absolutely as her sole property; of all of which the first corporation had due notice and in which it acquiesced.

THIRTY-FOURTH: In accordance with said request payments of royalties which might otherwise have been payable to the said WILLIAM WALLACE HILL or to his estate upon his decease were made by the first corporation, by SUMMY, by the second corporation and by the defendant herein subsequent to the date when it commenced doing business.

THIRTY-FIFTH: On or about April 4th, 1923, the aforesaid WILLIAM WALLACE HILL died a resident of Chicago, Cook County, Illinois, leaving a last will and testament which was admitted to probate in the Probate Court of Cook County, Illinois.

THIRTY-SIXTH: By his said last will and testament said WILLIAM WALLACE HILL gave, devised and bequeathed all property of which he died seized, to his widow, CORINNE DOROTHY HILL, who was nominated and appointed Executrix under said will, and who thereafter qualified as such Executrix.

THIRTY-SEVENTH: Said CORINNE DOROTHY HILL died intestate in September, 1934, leaving her surviving no children and no known heirs at law or next of kin.

THIRTY-EIGHTH: That at no time during her lifetime did said CORINNE DOROTHY HILL, either individually or as Executrix under the last will and testament of said WILLIAM WALLACE HILL, deceased, assert any claim, interest in, or title to the copyrights or the renewals thereof more specifically mentioned and described in paragraphs numbered "FIFTH", "EIGHTH" and "TWELFTH" of this complaint.

THIRTY-NINTH: That the defendant, well knowing the premises, and while a relationship of trust existed between it and the aforesaid PATTY S. HILL and JESSICA M. HILL, and while the legal title to the hereinbelow mentioned and described copyrights and renewals thereof was vested in the said PATTY S. HILL and JESSICA M. HILL, purchased or purported to purchase, without the knowledge, permission or consent of the said PATTY S. HILL and JESSICA M. HILL, at Chicago, Illinois, in March, 1939, from one ALLEN DAVY as administrator de bonis non with the will annexed of the estate of the aforesaid WILLIAM WALLACE HILL, deceased, and for a recited consideration of twenty-five dollars, all of the right, title and interest of the said ALLEN DAVY as administrator aforesaid, and all of the right, title and interest of the said WILLIAM WALLACE HILL, deceased, and of the estate of WILLIAM WALLACE HILL, deceased, in and to the following property, to wit: an undivided one-quarter (1/4) legal and equitable interest in the following copyrights and renewal copyrights to the following books and musical compositions written by the aforesaid MILDRED J. HILL and PATTY S. HILL:

- 1) Song Stories for the Kindergarten. Original United States copyright registration, October 13, 1893, entry #45997 or #45997Y; renewal registration, September 3, 1921, renewal registration #19043.
- 2) Song Stories for the Kindergarten. New edition, revised, illustrated and enlarged. Original United States copyright registration, June 8, 1896, entry #34260 or #34260B2; renewal registration, January 9, 1924, renewal registration #25771.
- 3) Song Stories for the Sunday School. Original United States copyright registration, March 20, 1899, entry #20441; renewal registration January 3, 1927, renewal registration #36618.
- 4) Good Morning to All. Original United States copyright registration, February 7, 1907, entry #142468 or #C142468; renewal registration January 2, 1936, renewal registration #34877 or #R34877,

and in any rights, claims, demands and causes of action which may have heretofore accrued or which may hereafter accrue because of infringements of said copyrights and renewal copyrights.

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FORTIETH: That the copyrights and the renewals thereof described in paragraph "THIRTY-NINTH" hereof are the same copyrights and renewals under which this defendant has heretofore purported to act as licensee and under which it is still purporting to act as such licensee in granting licenses and sub-licenses more particularly mentioned and described in the first cause of action of this amended complaint.

FORTY-FIRST: That the defendant herein furnished the money to pay the aforesaid purchase price of \$25.00 recited by the said ALLEN DAVY as administrator as the consideration for the conveyance by him to this defendant; that this defendant claims to be the holder of some interest in and to the aforesaid copyrights and the renewals thereof wrongfully and without any color of right thereto and in violation of its duty to the said PATTY S. HILL and JESSICA M. HILL as trustee of any copyrights as to which licenses were heretofore granted to it.

FORTY-SECOND: Plaintiff repeats and reiterates the allegations contained in the paragraph of the complaint numbered "TWENTY-SECOND" with the same force and effect as if set forth at length herein.

FORTY-THIRD: Plaintiff has no adequate remedy at law.

WHEREFORE plaintiff demands judgment as follows:

a) That the defendant may be required to account to the plaintiff for its acts, conduct and receipts of all moneys received by it from all sources whatsoever as royalties for the sound and dramatic rights of the song "HAPPY BIRTHDAY TO YOU."

b) That upon such account being had, the defendant be directed to pay over to this plaintiff the amount thereof together with all interest properly payable thereon.

c) That the defendant may be required to account to the plaintiff for all royalties payable to the plaintiff by reason of the publication and sale in the regular course of business of the copyrighted books or works mentioned and described in the complaint herein.

d) That the defendant, its officers, agents, and employees, may be enjoined and restrained, during the pendency of this action, from licensing any person, firm or corporation whatsoever to use the song described as aforesaid and entitled "HAPPY BIRTHDAY TO YOU" in sound motion pictures, dramatic performances, or otherwise, without the written permission and consent of this plaintiff.

e) That the defendant, its officers, agents and employees be adjudged and decreed to deliver into Court for cancellation any and all written instruments of license mentioned and described in the second cause of action herein.

f) That it may be adjudged and decreed that the purchase or the purported purchase by this defendant of the alleged interest of WILLIAM WALLACE HILL, deceased, in and to the aforesaid copyrights and renewals thereof, is null and void, and of no force and effect in law or in equity; and that the defendant be adjudged and decreed to execute, acknowledge and deliver to this plaintiff, in due form for recording, any and all instruments which by reason of the premises shall or may be necessary to convey to the plaintiff herein any outstanding interest which this defendant has or claims to have in and to said copyrights and the renewals thereof.

g) That the defendant, its officers, agents and employees, may be permanently enjoined and forever restrained from licensing or granting licenses to, any person, firm or corporation whatsoever, and wheresoever located, in respect

to the use of the song "HAPPY BIRTHDAY TO YOU" in sound motion pictures, dramatic or stage performances, or otherwise.

h) That the plaintiff may have such other further and different relief during the pendency of this action and upon the trial hereof as to the Court may seem just, proper and equitable, together with the costs and disbursements of this action.



SAMUEL MANN,
Attorney for Plaintiff,
Office & P. O. Address,
No. 70 Pine Street,
Borough of Manhattan,
New York City.

EXHIBIT 51

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
THE HILL FOUNDATION, INC., :
 : ANSWER TO
Plaintiff, : AMENDED COMPLAINT
 :
-against- : Civil 19-377
CLAYTON F. SUMMY CO., :
 :
Defendant. :
----- X

The defendant, answering the amended complaint herein, by its attorneys Beekman, Bogue, Stephens & Black:

AS TO THE FIRST ALLEGED CAUSE OF ACTION

1. Referring to the allegations of paragraph Third of the amended complaint, admits and avers that prior to October 13, 1893, one Patty S. Hill and her sister, Mildred J. Hill, prepared a compilation of songs and music entitled "Song Stories For The Kindergarten", whereof the music was composed and/or arranged by said Mildred J. Hill, and whereof the words were written and/or adapted by the said Patty S. Hill, and that said Patty S. Hill and her sister, Mildred J. Hill, thereby obtained some right, title and interest, respectively or jointly, in said compilation and the several parts thereof; and except as so admitted and averred the defendant denies each and every allegation in said paragraph contained.

2. Referring to the allegations of paragraph Fourth of the amended complaint, admits and avers that on or about February 1, 1893, said Patty S. Hill and Mildred J. Hill executed and delivered to one Clayton F. Summy, who was then engaged in the business of publishing and dealing in music and musical compositions in sheet music and book form, a written instrument whereby there was sold and assigned to said Clayton F. Summy the said book entitled "Song

Stories For The Kindergarten", and all of the right, title and interest therein of the said Patty S. Hill and Mildred J. Hill, and wherein and whereby the said Summy was authorized and empowered to copyright the said book in his own name and to publish and sell said book, all in consideration of the said Summy's accepting, copyrighting and publishing, and offering for sale in the usual course of business, said book, and from the proceeds of such sales, if any, paying to the said Patty S. Hill and Mildred J. Hill the sum of ten per cent (10%) of the retail price per copy for each and every copy so sold; and except as so admitted and averred the defendant denies each and every allegation in said paragraph contained.

3. Referring to the allegations of paragraph Fifth and Seventh of the amended complaint, admits and avers that thereafter and on October 13, 1893, in accordance with the provisions of said written instrument hereinbefore referred to, the said Clayton F. Summy copyrighted the said book in the Copyright Office of the United States of America, in Washington, D.C. under copyright No. 45997Y, and that Summy and the first corporation referred to in the amended complaint published and offered for sale and did sell said book as in said written instrument provided; and except as so admitted and averred the defendant denies each and every allegation in said paragraphs contained.

4. Referring to the allegations of paragraph Eighth of the amended complaint, admits that said book was thereafter revised and enlarged, states that it is without knowledge or information sufficient to form a belief as to the truth of the averment that such revision and enlargement were by the aforesaid Patty S. Hill, and admits and avers

that the said new edition thereof was thereafter copyrighted by Clayton F. Summy Co., an Illinois corporation (being the corporation referred to in the amended complaint and herein as "the first corporation"), in the Copyright Office of the United States of America, in Washington, D. C. under copyright No. 34260B² on June 8th, 1896; and except as so admitted and averred the defendant denies each and every allegation in said paragraph contained.

5. Referring to the allegations of paragraph Ninth of the amended complaint, admits and avers that thereafter and on or about April 17, 1899 the said Mildred J. Hill and the first corporation entered into an agreement in writing, wherein and whereby the said Mildred J. Hill sold, assigned and transferred to the first corporation certain songs from the said book hereinbefore referred to, to be published as a collection entitled "Song Stories For The Sunday School", and all rights of and to copyright, extension of copyright, publication, sale and performance of said work in and for the United States of America and Europe, and wherein and whereby the first corporation agreed to pay to the said Mildred J. Hill \$1.20 per hundred for all copies sold of said work, excepting the first three hundred copies; and except as so admitted and averred the defendant denies each and every allegation in said paragraph contained.

6. Referring to the allegations in paragraph Tenth of the amended complaint, admits and avers that one of the songs contained in the books mentioned and described in paragraphs Third to Ninth inclusive of the amended complaint is one entitled "Good Morning to All", which, with different words, later became entitled "Happy Birthday to

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"You", avers that it is without knowledge or information sufficient to form a belief as to the truth of the averment that said new words were written by the aforesaid Patty S. Hill, admits and avers that the said song entitled "Good Morning to All" was included among the songs copyrighted as aforesaid by the said Clayton F. Summy and the first corporation respectively; and except as so admitted and averred the defendant denies each and every allegation in said paragraph contained.

7. Avers that it is without knowledge or information sufficient to form a belief as to the truth of each and every averment contained in paragraph Thirteenth of the amended complaint.

8. Denies each and every allegation contained in paragraph Fourteenth of the amended complaint, except that the defendant admits and avers that subsequent to the renewal of the several copyrights as set forth in paragraph Twelfth of the amended complaint, the first corporation and thereafter a successor corporation, Clayton F. Summy Co., also organized under the laws of the State of Illinois, and thereafter this defendant, by agreement with the said Patty S. Hill and Jessica M. Hill, received from said Patty S. Hill and Jessica M. Hill at least all of the right, title and interest in respect of said books or works mentioned in paragraphs Third to Tenth of the amended complaint as had theretofore been granted by said instrument of February 1, 1893 and said agreement of April 17, 1899.

9. Denies each and every allegation contained in paragraph Fifteenth of the amended complaint, except that the defendant admits that at the time of the execution of the instrument and agreement respectively hereinbefore referred

to sound motion pictures were unknown commercially.

10. Denies each and every allegation contained in paragraph Sixteenth of the amended complaint, except the defendant admits that at the times therein referred to Sunny and the second corporation, therein referred to, continued to publish and offer for sale the books and works therein referred to.

11. Referring to the allegations in Paragraph Seventeenth of the amended complaint, admits that the said Sunny individually, as distinguished from the two Illinois corporations mentioned in the amended complaint, retired from business prior to the date of the incorporation of the defendant herein, and avers that it is without knowledge or information sufficient to form a belief as to the truth of the allegation that on or about May 17, 1933 the second Illinois corporation was dissolved by action of the Attorney General of the State of Illinois for non-payment of taxes.

12. Denies each and every allegation contained in paragraph Eighteenth of the amended complaint, except that it admits that it entered into various agreements with producers of sound motion pictures and of stage or dramatic performances with respect to the use of the said song entitled "Happy Birthday to You", without the express permission or consent of the said Patty S. Hill and Jessica M. Hill, avers that it is without knowledge or information sufficient to form a belief as to the truth of the averment that said agreements were made without the knowledge of said Patty S. Hill or Jessica M. Hill, admits that it held itself out as having the right to enter into such agreements, and admits that in consequence of such agreements it has received from such producers sums of money by way of

royalties, without disclosing the amounts thereof to the said Patty S. Hill, or the said Jessica M. Hill or the plaintiff.

13. Referring to paragraph Nineteenth of the amended complaint, the defendant is without knowledge or information sufficient to form a belief as to the truth of the averment that said Patty S. Hill and Jessica M. Hill did not learn of the said agreements with such producers until about November, 1941, and otherwise the defendant denies each and every allegation in said paragraph contained.

14. Referring to the allegations in paragraph Twentieth of the amended complaint, this defendant admits and avers that it has collected upwards of \$5,000 from such producers pursuant to such agreements with such producers, and that it is continuing to grant to such producers, without the express permission or consent of the said Patty S. Hill and Jessica M. Hill or of the plaintiff, rights for the use of the said song above referred to, to wit, "Happy Birthday to You", and that it will possibly continue to collect and receive royalties therefrom, avers that it is under no obligation to disclose the amounts thereof to the plaintiff; and except as so admitted and averred, the defendant denies each and every allegation in said paragraph contained.

15. Denies each and every allegation contained in paragraph Twenty-first of the amended complaint.

16. Avers that it is without knowledge or information sufficient to form a belief as to the truth of each and every averment contained in paragraph Twenty-second of the amended complaint.

AS TO THE SECOND ALLEGED CAUSE OF ACTION

17. Referring to paragraph Twenty-third of the amended complaint, and the repetitions and reiterations therein contained, the defendant repeats and realleges the denials, admissions and averments herein contained in paragraphs 1 to 8 inclusive.

18. Referring to the allegations in paragraphs Twenty-fourth, Twenty-fifth and Twenty-sixth of the amended complaint, admits and avers that during the calendar years 1934 and 1935 the said Jessica M. Hill and this defendant entered into several so-called royalty contracts wherein and whereby it was provided that the said Jessica M. Hill sold, assigned and transferred to this defendant various piano arrangements of the said musical composition "Good Morning To All" and all world rights (including publishing, public performance and mechanical reproduction rights) of and to copyright, extension of copyright, publication, sale and performance of said work in and for the United States of America, Europe, Great Britain and its colonies, and wherein and whereby among other things this defendant agreed to pay to the said Jessica M. Hill, in each instance, five per cent (5%) of the marked retail price on the first seven hundred copies sold of the particular arrangement covered by the particular royalty contract, and ten per cent (10%) on all subsequent sales, subject to the credit to this defendant of \$25 in each instance for having the particular arrangement made, and wherein and whereby it was further provided that an accounting should be rendered and payment made once each year, if desired, but that no accounting should be required unless and until five hundred copies of the particular arrangement had been sold; and wherein and whereby it was

further provided that, should this defendant receive any payment for publication of said work in any foreign country, or for the mechanical reproduction or performance thereof in any country, or for any arrangements that are permitted to be published by any other publishing house under royalty contract, one-half of the amount so received should be paid to the said Jessica M. Hill; and except as so admitted and averred the defendant denies each and every allegation in said paragraphs contained.

19. Referring to the allegations in paragraph Twenty-seventh of the amended complaint, admits and avers that a copyright on the musical composition entitled "Good Morning To All" was duly registered in the name of the first corporation, under No. C142468 on February 7, 1907, and renewal thereof was obtained in the office of the Register of Copyrights in the Copyright Office of the United States on January 2nd, 1935, under No. R34877, in the names of the said Jessica M. Hill and Patty S. Hill as next of kin; and except as so admitted and averred the defendant denies each and every allegation in said paragraph contained.

20. This defendant is without knowledge or information sufficient to form a belief as to the truth of each and every averment contained in paragraph Twenty-second of the amended complaint, the allegations of which said paragraph are repeated and reiterated in paragraph Twenty-eighth of the amended complaint.

21. Referring to the allegations in paragraph Twenty-ninth of the amended complaint, denies that the instruments therein referred to are by their terms revocable at the will of said Jessica M. Hill and denies that it has been guilty of any breach of duty as alleged in the amended complaint,

paper writing reading as follows, to wit:

"The undersigned, Patty S. Hill, Jessica M. Hill, and William Wallace Hill, being the sole heirs at law of the late Mildred J. Hill, and all of legal age, hereby request you to make payment of any royalties due under contracts with the late Mildred J. Hill, to Jessica M. Hill, 620 West 116th Street, New York City, N.Y., and we hereby indemnify and hold you harmless against all claims whatsoever by reason of your action in making such payments as herein requested."

26. Referring to the allegations in paragraph Thirty-fourth of the amended complaint, avers that it is without knowledge or information sufficient to form a belief as to the truth of each and every allegation in said paragraph contained, except that it admits that subsequent to August, 1931, it made payments to the said Jessica M. Hill of royalties payable to the said Mildred J. Hill.

27. The defendant is without knowledge or information sufficient to form a belief as to each and every allegation contained in paragraphs Thirty-sixth, Thirty-seventh and Thirty-eighth of the amended complaint.

28. Referring to the allegations in paragraph Thirty-ninth of the amended complaint, the defendant admits that in March, 1939 it purchased from one Allen Davy, as administrator de bonis non with the will annexed of the estate of William Wallace Hill, deceased, for the recited consideration of \$25, all of the right, title and interest of the said administrator, and all of the right, title and interest of the said William Wallace Hill, deceased, and all of the right, title and interest of the estate of the said William Wallace Hill, deceased, in and to the property described in the said paragraph of the amended complaint; avers that it is without knowledge or information sufficient to form a belief as to the truth of the averment that such

purchase was without the knowledge, permission or consent of the said Patty S. Hill and Jessica M. Hill; and except as hereinabove admitted and averred, the defendant denies each and every allegation in the said paragraph contained.

29. Referring to the allegations in paragraph Fortieth of the amended complaint, admits and avers that the copyrights and renewals referred to in paragraph Thirty-ninth of the amended complaint are some of the same copyrights and renewals referred to in various instruments and agreements running to or entered into by said Clayton F. Summy, said Illinois corporations, and this defendant with respect to the publication, sale and performance of said works; and except as so admitted and averred the defendant denies each and every allegation in said paragraph contained.

30. Referring to the allegations in paragraph Forty-first of the amended complaint, admits that this defendant furnished the money to pay the aforesaid purchase price to the said Allen Davy, as administrator as aforesaid, for the conveyance by him to this defendant of the property hereinbefore referred to; and that this defendant claims to be the holder of some interest in and to the aforesaid copyrights and the renewals thereof; and except as so admitted the defendant denies each and every allegation in the said paragraph contained.

31. The defendant is without knowledge or information sufficient to form a belief as to the truth of each and every averment contained in paragraph Twenty-second of the amended complaint, the allegations of which said paragraph are repeated and reiterated in paragraph Forty-second of the amended complaint.

32. Denies each and every allegation contained in paragraph Forty-third of the amended complaint.

WHEREFORE, the defendant demands judgment dismissing the amended complaint herein, together with the costs and disbursements of this action.

BEEKMAN, BOGUE, STEPHENS & BLACK,
Attorneys for Defendant
Office & P. O. Address
No. 15 Broad Street
Borough of Manhattan
New York City

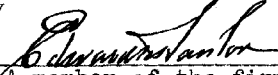
By 
A member of the firm of
attorneys of record for the
defendant.

EXHIBIT 52

Index No. *Ad 20.439*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK.

THE HILL FOUNDATION, INC.,

Plaintiff,

-against-

POSTAL TELEGRAPH-CABLE COMPANY

Defendant.

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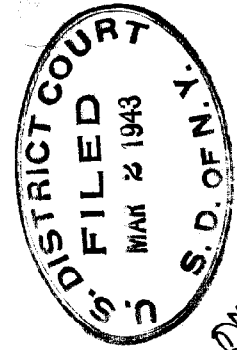
(Original)

BILL OF COMPLAINT.

SAMUEL MANN,

Attorney for Plaintiff.

70 PINE STREET,
BOROUGH OF MANHATTAN,
CITY OF NEW YORK.



UNITED STATES DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK.

-----X

THE HILL FOUNDATION, INC.,

Plaintiff,

-against-

POSTAL TELEGRAPH-CABLE COMPANY,

Defendant.

-----X

Plaintiff, for its cause of action against the above-named defendant, respectfully shows to the Court and alleges upon information and belief:

FIRST: That at the time of the execution and delivery of the hereinafter mentioned and described assignment, plaintiff was and still is a New York corporation.

SECOND: That at all times hereinafter mentioned the defendant was and still is a New York corporation.

THIRD: That this action arises under the Copyright Laws of the United States, by reason of which jurisdiction is conferred upon this Court.

FOURTH: That at all times hereinafter mentioned the defendant was and still is engaged in the business of transmitting and delivering domestic telegrams and foreign cablegrams and radio messages, for which it charges and receives certain tolls or tariffs prescribed by it. The amount of toll or tariff charged by defendant for the transmission by it of a domestic telegram covers its delivery either by messengers employed by defendant or where no messengers are employed by telephoning such telegram to the addressee.

FIFTH: That prior to October 13th, 1893, one PATTY S. HILL and MILDRED J. HILL, her sister, composed and wrote the

music and words of a number of songs collectively entitled "SONG STORIES FOR THE KINDERGARTEN"; and thereby became the proprietors of the music and words of said songs entitled as aforesaid.

SIXTH: Thereafter the said PATTY S. HILL and MILDRED J. HILL licensed one CLAYTON F. SUMMY to copyright said book in his own name but as their agent; and in accordance with said license SUMMY entered the songs collectively entitled as aforesaid in the office of the Register of Copyrights of the United States in his name under copyright number 45,997 on the 13th day of October, 1893.

SEVENTH: Said book was subsequently revised and enlarged by the said PATTY S. HILL, and a new edition thereof so revised and enlarged was duly copyrighted in the name of SUMMY on the 8th day of June, 1896, under copyright number 34,260.

EIGHTH: That one of the songs contained in the book mentioned and described in paragraphs "FIFTH" to "SEVENTH" inclusive hereof is one entitled "GOOD MORNING TO ALL" which, with words written by the said PATTY S. HILL, was later entitled "HAPPY BIRTHDAY TO YOU" and was included among the songs copyrighted as aforesaid by the said SUMMY as the agent for PATTY S. HILL and MILDRED J. HILL.

NINTH: The said song, "HAPPY BIRTHDAY TO YOU", written and composed by the said PATTY S. HILL and MILDRED J. HILL, thereafter acquired a nation-wide popularity which has continued down to the present time; performances thereof being given vocally, orchestrally, in various dramatic performances on the stage and in moving pictures and over the radio; all of which was and still is known to this defendant.

TENTH: The said MILDRED J. HILL having thereafter died prior to the expiration of the original copyrights mentioned and described above, renewals of said copyrights were thereafter obtained from the Register of Copyrights of the United States as

follows:

a. Original copyright number 45,997; renewal registration in the name of JESSICA M. HILL (a sister of the said MILDRED J. HILL and PATTY S. HILL) as next of kin under number R 19,043 on the 3rd day of September, 1921.

b. Original copyright number 34,260; renewal registration in the name of the aforesaid JESSICA M. HILL as next of kin under number R 25,771 on the 9th day of January, 1924; and

c. Original copyright number 20,441; renewal registration in the name of the aforesaid PATTY S. HILL under number R 36,618 on the 3rd day of January, 1927;

the aforesaid song "HAPPY BIRTHDAY TO YOU" being included in the renewal copyrighted works above set forth.

ELEVENTH: That some time prior to or in or about the month of February, 1938, the defendant herein conceived or had suggested to it and adopted the idea of transmitting and delivering, as a regular part of its business, birthday greetings for a fixed toll or tariff; the manner or method of transmitting such greetings being substantially as follows: in consideration of the payment to it of a toll or tariff prescribed by it, the defendant would undertake to convey birthday greetings from any sender by causing a messenger in its employ to call at the residence of the addressee or at any other address designated by the sender and there have such messenger sing the words and music of the aforesaid copyrighted song "HAPPY BIRTHDAY TO YOU" to the recipient of such birthday greetings, or, where such messenger was not or could not be used to sing said song the defendant would cause the same to be sung by one of its employees over the telephone; and in either case the name of the sender of such greetings would be furnished at the end of each such transmission to the recipient thereof.

TWELFTH: Defendant then put into execution the idea of transmitting and delivering, for a prescribed toll or charge and as a regular part of its business, birthday greetings by the use of said copyrighted song "HAPPY BIRTHDAY TO YOU" and in the manner described above; and as plaintiff and its assignors are informed and commencing with February, 1938, and for a period of more than three

and one-half years continuously thereafter the defendant accepted for transmission and delivery and did transmit and deliver, as plaintiff is informed and verily believes, upwards of fifty thousand of such birthday messages or greetings throughout the several states of the United States of America and elsewhere, in the manner mentioned and described in paragraph ELEVENTH hereof, and for which it charged and received for each such message or birthday greeting transmitted and delivered by it a toll or tariff prescribed by it.

THIRTEENTH: That the use by the defendant herein of said copyrighted song "HAPPY BIRTHDAY TO YOU" in the transmission and delivery of each and every birthday greeting transmitted and delivered by it in the manner and at the times set forth in paragraphs ELEVENTH and TWELFTH hereof was without the consent or authority of plaintiff's assignors, the aforesaid PATTY S. HILL and JESSICA M. HILL, who were then the owners and proprietors of said copyrighted song, or of this plaintiff, or of any other person, firm or corporation authorized by plaintiff's assignors or by this plaintiff to grant licenses in respect to the use of said copyrighted song; but on the contrary this defendant in each and every instance infringed said copyrighted song or work by its use in the manner and for the purpose hereinabove set forth.

FOURTEENTH: Prior to the commencement of this action plaintiff's assignors, the aforesaid PATTY S. HILL and JESSICA M. HILL, by an instrument in writing bearing date the 2nd day of June, 1942, duly assigned to the plaintiff herein all their right, title and interest, joint and several, in and to the above-mentioned and described copyrights and renewals thereof, together with all their right, title and interest in and to licenses, agreements and contracts for the publication and sale of said works, and in and to any and all rights, demands, claims and causes of action heretofore accrued or which may at any time hereafter accrue, for unpaid royalties, or by

reason of any infringements of said copyrights or renewal copyrights, and howsoever arising; which assignment was duly recorded in the Copyright Office of the United States of America on June 8th, 1942, in Copyright Office Book 485, at pages 242-243, in conformity with the laws of the United States respecting copyrights; and plaintiff is still the owner and holder thereof.

FIFTEENTH: That thereafter plaintiff notified defendant that it, the said defendant, infringed the aforesaid copyrights and requested said defendant to account to plaintiff for the proceeds received by it by reason of such infringement; but defendant refused and continues to refuse to render any accounting whatsoever.

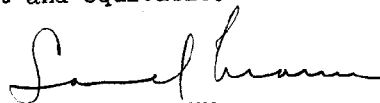
WHEREFORE plaintiff demands judgment:

1. That the defendant, its agents, servants and employees, be enjoined and restrained during the pendency of this action and permanently from infringing said copyrights of the plaintiff in any manner.

2. That defendant be required to pay to plaintiff such damages as plaintiff has sustained in consequence of defendant's infringement of said copyright and to account and pay over to plaintiff all the gains, profits, and advantages derived by defendant from its infringement of plaintiff's copyrights or such damages as to the court shall appear proper within the provisions of the copyright statutes, but not less than two hundred and fifty dollars.

3. That defendant pay to plaintiff the costs of this action and reasonable attorney's fees to be allowed to the plaintiff by the court.

4. That the plaintiff may have such other and further relief in the premises as may be just and equitable.



SAMUEL MANN,
Attorney for Plaintiff,
Office & P.O. Address,
No. 70 Pine Street,
New York, New York.

EXHIBIT 53

KN . ALL MEN BY THESE PRESENTS, that we, PATTY S. HILL
and JESSICA M. HILL, both residing at No. 21 Claremont Avenue,
New York, New York, parties of the first part, for and in con-
sideration of the sum of one (\$1.00) dollar and other good and
valuable consideration to each of us in hand paid by THE HILL
FOUNDATION, INC., a New York corporation with its principal office
at Room 4810, No. 70 Pine Street, New York, New York, party of the
second part, the receipt whereof is hereby acknowledged, have
sold, transferred, conveyed and assigned, and by these presents
do hereby sell, transfer, convey and assign to the said party of
the second part, all our right, title and interest, joint and
several, in and to the following copyrights:

(1) "Good Morning to All" (original United
States copyright registration, July 28, 1921, entry
#513745),

(2) "Happy Birthday", a March, Piano Solo
(original United States copyright registration,
December 27, 1934, entry #45655),

(3) "Happy Birthday", 1 Piano - 4 Hands,
(original United States copyright registration,
February 15, 1935, entry #46661),

(4) "Happy Birthday", 1 Piano - 6 Hands,
(original United States copyright registration,
April 3, 1935, entry #47440),

(5) "Happy Birthday", 2nd Piano Part, (origi-
nal United States copyright registration, April 3,
1935, entry #47439),

(6) "Happy Birthday to You", Piano Solo with
Words, (original United States copyright registra-
tion, December 6, 1935, entry #51990), and

(7) "Happy Birthday to You", Oct. #96 Unison,
(original United States copyright registration,
December 6, 1935, entry #51988);

TOGETHER WITH all the right, title and interest of the
parties of the first part in and to all licenses, agreements and
contracts for the publication and sale of the aforementioned
works, and in and to any and all rights, demands, claims and

Ex. 53

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WC0000106

causes of action, heretofore accrued or which may at any time hereafter accrue, for unpaid royalties or by reason of any infringements of said copyrights and renewal copyrights, and howsoever arising.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF the parties of the first part have executed this instrument at New York City this 16th day of October, one thousand nine hundred and forty-four.

*Arthur
Luedemann*

Patty S. Hill
.....
Individually and as Next of Kin

Jessica M. Hill
.....
Individually and as Next of Kin

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

On this 16th day of October, 1944, before me, a notary public, personally came PATTY S. HILL and JESSICA M. HILL, to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they severally duly acknowledged to me that they executed the same.

Grace D. Gordon
.....

GRACE D. GORDON
Notary Public, Kings County
Kings County Clerk's No. 483
New York County Clerk's No. 547
Commission Expires March 31, 1945

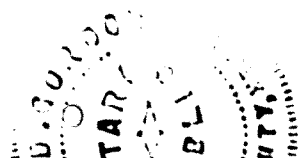


EXHIBIT 54

10/16/44

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that THE HILL FOUNDATION, INC., a corporation of the State of New York, having its principal place of business at No. 70 Pine Street, New York City, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration to us in hand paid by CLAYTON F. SUMMY CO., a corporation of the State of Delaware, having its principal office at No. 321 South Wabash Avenue, Chicago, Illinois,

DOES HEREBY sell, convey, assign, transfer and set over to CLAYTON F. SUMMY CO.,

TO HAVE AND TO HOLD so long as said CLAYTON F. SUMMY CO. or any corporation with which it may merge or consolidate is not adjudicated a bankrupt; or does not make a general assignment for the benefit of creditors; or does not take the benefit of any insolvency or debtor and creditor law; or does not suffer the appointment of receiver or trustee of its property or the assignment or transfer of its property by operation of law upon any other person, firm, association or corporation; or (except in connection with its merger or consolidation with such firm, association or corporation) does not attempt to assign, transfer, sell or pledge its rights in and to this assignment or the interests conveyed thereby to any person, firm, association or corporation for

Ex. 54

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any purpose whatsoever, provided, however, that Clayton F. Summy Co. may assign the rights now enjoyed by the American Society of Composers, Authors and Publishers under certain assignments heretofore made, to any other person, firm or corporation, in return for substantially the same services now given and substantially the same consideration as now computed and paid by the said American Society of Composers, Authors and Publishers.

ALL of its property, right, title and interest in and to the present copyrights and present renewals and extensions of copyrights (including the copyrights and renewals and extensions of copyrights hereinafter specifically described) secured in the United States of America or in any foreign country or countries, in and to the following books, musical compositions and arrangements thereof:

- (1) "Song Stories for the Kindergarten"
(original United States copyright registration, October 13, 1893, entry #45997 or #45997Y; renewal registration, September 3, 1921, renewal registration #19043);
- (2) "Song Stories for the Kindergarten. New edition, revised, illustrated and enlarged."
(original United States copyright registration, June 8, 1896, entry #34260 or #34260B2; renewal registration, January 9, 1924, renewal registration #25771);
- (3) "Song Stories for the Sunday School"
(original United States copyright registration, March 20, 1899, entry #20441; renewal registration, January 3, 1927, renewal registration #36618);

- (4) "Good Morning to All" (original United States copyright registration, February 7, 1907, entry #142468 or #C142468; renewal registration, January 2, 1935, renewal registration #34877 or #R34877);
- (5) "Good Morning to All" (original United States copyright registration, July 28, 1921, entry #513745);
- (6) "Happy Birthday", a March, Piano Solo (original United States copyright registration, December 27, 1934, entry #45655);
- (7) "Happy Birthday", 1 Piano - 4 Hands, (original United States copyright registration, February 15, 1935, entry #46661);
- (8) "Happy Birthday", 1 Piano - 6 Hands, (original United States copyright registration, April 3, 1935, entry #47440).
- (9) "Happy Birthday", 2nd Piano Part, (original United States copyright registration, April 3, 1935, entry #47439);
- (10) "Happy Birthday to You", Piano Solo with Words, (original United States copyright registration, December 6, 1935, entry #51990); and
- (11) "Happy Birthday to You", Oct. #96 Unison, (original United States copyright registration, December 6, 1935, entry #51988);

all of its right, title and interest in and to all renewals and extensions of the copyrights thereto that have been and may, can or shall hereafter be secured under the laws now or hereafter in effect in the United States or in any foreign country or countries; all of its property, right, title and

interest in and to said books, musical compositions and arrangements, including both the words and music thereof; and all of its right, title and interest in and to any further or other arrangements hereafter made by others than Patty S. Hill or Jessica M. Hill of the words or musical compositions above enumerated or any new words or music or arrangements in connection therewith, and any copyrights or renewals of copyrights thereof; and also all rights, claims, demands and causes of action which it now has or hereafter can, shall, or may have against any person or persons, firms or corporations who have heretofore infringed any of the rights and privileges which it may, can or shall have in and to said books, musical compositions or arrangements, and the copyrights thereto and the renewals and extensions of said copyrights;

IT BEING EXPRESSLY UNDERSTOOD AND AGREED that this assignment includes and effects the sale, assignment, conveyance or transfer of all copyrights to the above-enumerated books, musical compositions and arrangements thereof and of all renewals and extensions of said copyrights which may have been omitted from the descriptions of copyrights, renewals and extensions of copyrights appearing in the above specific enumeration;

IT BEING ALSO EXPRESSLY UNDERSTOOD AND AGREED that this assignment includes and effects a sale, assignment, conveyance and transfer of all of its property, right, title

5.

and interest in and to said books, musical compositions and arrangements thereof, said copyrights, and the renewals and extensions of copyrights, and of said rights, claims, demands and causes of action which it may now have or own as assignee of the next of kin and as assignee of the assignees of the next of kin of Mildred J. Hill.

IN WITNESS WHEREOF, THE HILL FOUNDATION, INC.
has caused its corporate seal to be hereunto affixed this 16th
day of October, 1944.

THE HILL FOUNDATION, INC.,

By *Harry J. Hill*
President.

Ex. 54

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WC0000961

STATE OF NEW YORK)
) : ss.
COUNTY OF NEW YORK)

On this 16th day of October, 1944, before me personally came PATTY S. HILL, to me known, who, being by me duly sworn, did depose and say that she resides at No. 21 Claremont Avenue, New York, New York; that she is the President of The Hill Foundation, Inc., the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that she signed her name thereto by like order.

Grace D. Gordon

GRACE D. GORDON
Notary Public, Kings County
Kings County Clerk's No. 483
New York County Clerk's No. 547
Commission Expires March 30, 1945

