

EXHIBIT 48

[Jt. App'x at 3:653-654, Dkt. 189-3]

Additional Certificate of Registration of a Claim to Copyright

This is to certify that the statements set forth
in the attached have been made a part of the
records of the Copyright Office with claim
of copyright registered under number

In testimony whereof, the seal of this office
is affixed hereto on

E 51990

June 12, 2014



Maui A. Pallante

Register of Copyrights and
Associate Librarian for Copyright Services

C-731 · 06/2011—10,000

Summy (Clayton F.) co.

#5421E1

2 c. rec'd DEC -9 1935

Happy birthday to you; pf., with words.

Applicant rec'd DEC -9 1935

© Cl. Pub. 51990c

Fee rec'd \$ 2.00

58096 DEC-935

IMPORTANT. Applicant must not write in the blank lines above; to do so will cause delay in Copyright Office.

NEW APPLICATION FOR COPYRIGHT FOR REPUBLISHED MUSICAL COMPOSITION WITH NEW COPYRIGHT MATTER

REGISTER OF COPYRIGHTS, Washington, D. C. Date December 6, 1935

the REPUBLISHED MUSICAL COMPOSITION named herein, containing new copyright matter, by a citizen of the United States, TWO complete copies of the best edition published on the date stated herein are herewith deposited to secure copyright registration according to the provisions of the Act of Mar. 4, 1909. \$2 (statutory fee for registration and certificate) is also inclosed. The copyright is claimed upon the new copyright matter as stated below, the author of which is a citizen or subject of the country stated below. The copyright is claimed by Clayton F. Summy Co.

- (1) Name of copyright owner Clayton F. Summy Co. (Write full legal name of copyright owner)
(2) Address 429 S. Wabash Ave. Chicago, Ill. (Street) (City) (State)
(3) Author of new copyright matter Preston Ware Drew, employed for hire by Clayton F. Summy Co. (Write name in full) [Please turn this over]

USE THIS BLANK ONLY FOR MUSICAL COMPOSITION REPUBLISHED WITH NEW COPYRIGHT MATTER
(4) Country of which the author of the new matter is a citizen U.S.A. (MUST be stated)
(5) If an alien author domiciled in the United States, state where
(6) Title of musical composition Happy Birthday to you!
(7) State exactly on what new matter copy-right is claimed (see Sec. 6 of Act of 1909) Arrangement as sung by piano solo, with text
(8) Published on the sixth day of December 1935
(9) Send certificate of registration to Clayton F. Summy Co. 429 S. Wabash Ave. Chicago, Ill.
(10) Name and address of person or firm sending the fee Clayton F. Summy Co. 429 S. Wabash Ave. Chicago, Ill. [Please turn this over]

EXHIBIT 67

[Jt. App'x at 4:808-810; Dkt. 189-2]

Additional Certificate of Registration of a Claim to Copyright

This is to certify that the statements set forth
in the attached have been made a part of the
records of the Copyright Office with claim
of copyright registered under number

In testimony whereof, the seal of this office
is affixed hereto on

R 306185

June 12 2014



Maria A. Pallante

Register of Copyrights and
Associate Librarian for Copyright Services

c-731 - 06/2011-10,000

Original copyright claimant

(Name of claimant in original registration)

Complete all applicable spaces on next page.

Ex. 67

Ex. 67

60

P006338 808

Application for Registration of a Claim to Renewal Copyright

FORM R	
REGISTRATION NO.	R 306185
DO NOT WRITE HERE	

Instructions: Make sure that all applicable spaces have been completed before you submit the form. The application must be signed at line 8. For further information, see page 4. Pages 1 and 2 should be typewritten or printed with pen and ink. Pages 3 and 4 should contain exactly the same

information as pages 1 and 2, but may be carbon copies. Mail all pages of the application to the Register of Copyrights, Library of Congress, Washington 25, D. C., together with the registration fee of \$2. Make your remittance payable to the Register of Copyrights.

1. Renewal Claimant(s), Address(es), and Statement of Claim: Give the full name(s) and mailing address(es) of the claimant(s) of the renewal copyright. State the statutory category of each renewal claimant. It must be one of the categories described on page 4.

(a) Name Summy-Birchard Company
 Address 1834 Ridge Ave., Evanston, Ill.
 Claiming as proprietor of copyright in a work made for hire
(Use the appropriate statement appearing on page 4)

(b) Name _____
 Address _____
 Claiming as _____

(c) Name _____
 Address _____
 Claiming as _____

2. (a) Title: Give the full title of the work. In the case of music give specific instrumentation.

HAPPY BIRTHDAY TO YOU! -- Unison Song

(b) Renewable Matter: If the work was a new version of a previous work, renewal may be claimed only in the new matter. If this work was a new version, state in general the new matter (e. g., arrangement, editing, illustrations, translation, etc.) upon which copyright was claimed.

Arrangement and revised text

(c) Contribution to Periodical or Other Composite Work: If the work was a contribution, give the title of the periodical or composite work in which it was published.

If a periodical, give: Vol. _____; No. _____; Date _____

3. Authors of Renewable Matter: Give the names of all authors who contributed copyrightable matter to this version, but not the names of authors of previous versions: Clayton F. Summy Co. (now, by change of name,

Summy-Birchard Company) as employer for hire of Mrs. R.R. Forman

4. Facts of Original Registration: The facts given here must agree with the Copyright Office records of the original registration.

Original registration number: Class E pub No. 51988

If registered as published, give date of publication December 6, 1935
(Month, day, and year)

If registered as unpublished, give date of registration _____
(Month, day, and year)

Original copyright claimant Clayton F. Summy Co.
(Name of claimant in original registration) Complete all applicable spaces on next page.

... is to be charged to a deposit account established in the Copyright Office, give name of account:

Summy-Birchard Company

6. Name and address of person or organization to whom correspondence or refund, if any, should be sent:

Name Brown, Jackson, Boettcher & Dienner Address 53 W. Jackson Blvd., Chicago 4,

Mr. C. Lyman Emrich, Jr.

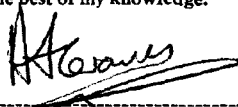
7. Send certificate to:

(Type or print name and address)

Name	<u>Summy-Birchard Company</u>		
Address	<u>1834 Ridge Avenue</u> <small>(Number and street)</small>		
	<u>Evanston,</u> <small>(City)</small>	<u></u> <small>(Zone)</small>	<u>Illinois</u> <small>(State)</small>

8. Certification: (NOTE: Application not acceptable unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.



(Signature)
Antony J. Graves, Ass't. Sec'y.
Application Forms

Copies of the following forms will be supplied by the Copyright Office without charge upon request.

- Class A Form A—Published book manufactured in the United States of America.
- Class A Form A-B Foreign—Book or periodical manufactured outside the United States of America (except works subject to the ad interim provisions of the copyright law).
- Class A or B Form A-B Ad Interim—Book or periodical in the English language manufactured and first published outside the United States of America.
- Class B Form B—Periodical manufactured in the United States of America.
- Class B Form BB—Contribution to a periodical manufactured in the United States of America.
- Class C Form C—Lecture or similar production prepared for oral delivery.
- Class D Form D—Dramatic or dramatico-musical composition.
- Class E Form E—Musical composition the author of which is a citizen or domiciliary of the United States of America or which was first published in the United States of America.
- Class E Form E Foreign—Musical composition the author of which is not a citizen or domiciliary of the United States of America and which was not first published in the United States of America.
- Class F Form F—Map.
- Class G Form G—Work of art or a model or design for a work of art.
- Class H Form H—Reproduction of a work of art.
- Class I Form I—Drawing or plastic work of a scientific or technical character.
- Class J Form J—Photograph.
- Class K Form K—Print or pictorial illustration.
- Class K Form KK—Print or label used for an article of merchandise.
- Class L or M Form L-M—Motion Picture.
- Form R—Renewal of copyright.
- Form U—Notice of use of copyrighted music on mechanical instruments.

FOR COPYRIGHT OFFICE USE ONLY	
Application received	<u>Mildred J. Hill</u>
DEC -6 1962	<u>Ans. by</u>
Fee received	

EXHIBIT 68

[Jt. App'x at 4:821-814, Dkt. 189-2]

Additional Certificate of Registration of a Claim to Copyright

This is to certify that the statements set forth
in the attached have been made a part of the
records of the Copyright Office with claim
of copyright registered under number

In testimony whereof, the seal of this office
is affixed hereto on

R 306186

June 12 2014



Maria A. Pallante

Register of Copyrights and
Associate Librarian for Copyright Services

c-731 . 06/2011-10,000

Original copyright claimant Clayton F. Summy Co. Ex. 68 (Month, day, and year)
(Name of claimant in full)



Page 1

Application for Registration of a Claim to Renewal Copyright

FORM R	
REGISTRATION NO.	
R	306186
DO NOT WRITE HERE	

Instructions: Make sure that all applicable spaces have been completed before you submit the form. The application must be signed at line 8. For further information, see page 4.

Pages 1 and 2 should be typewritten or printed with pen and ink. Pages 3 and 4 should contain exactly the same

information as pages 1 and 2, but may be carbon copies.

Mail all pages of the application to the Register of Copyrights, Library of Congress, Washington 25, D. C., together with the registration fee of \$2. Make your remittance payable to the Register of Copyrights.

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(a) Name Summy-Birchard Company

Address 1834 Ridge Ave., Evanston, Ill.

Claiming as proprietor of copyright in a work made for hire

(Use the appropriate statement appearing on page 4)

(b) Name

Address

Claiming as

(c) Name

Address

Claiming as

2. (a) Title: Give the full title of the work. In the case of music give specific instrumentation.

HAPPY BIRTHDAY TO YOU! -- easy piano solo with text

(b) Renewable Matter: If the work was a new version of a previous work, renewal may be claimed only in the new matter. If this work was a new version, state in general the new matter (e. g., arrangement, editing, illustrations, translation, etc.) upon which copyright was claimed.

Arrangement as easy piano solo with text

(c) Contribution to Periodical or Other Composite Work: If the work was a contribution, give the title of the periodical or composite work in which it was published.

If a periodical, give: Vol. ; No. ; Date

3. Authors of Renewable Matter: Give the names of all authors who contributed copyrightable matter to this version, but not the names of authors of previous versions. [Clayton F. Summy Co. (now, by change of name,

Summy-Birchard Company) as employer for hire of] Preston Ware Orem

4. Facts of Original Registration: The facts given here must agree with the Copyright Office records of the original registration.

Original registration number: Class E pub No. 51990

If registered as published, give date of publication December 6, 1935

(Month, day, and year)

If registered as unpublished, give date of registration

(Month, day, and year)

Original copyright claimant Clayton F. Summy Co.

(Name of claimant in original registration)

Ex. 68

65

Ex. 68

5. If registration fee is to be charged to a deposit account established in the Copyright Office, give name of account:
Summy-Birchard Publishing Company

6. Name and address of person or organization to whom correspondence or refund, if any, should be sent:
Name: Brown, Jackson, Boettcher & Diemer
Mr. C. Lyman Emrich, Jr. Address: 53 W. Jackson Blvd., Chicago 4

7. Send certificate to:

(Type or print name and address) Name: Summy-Birchard Company
Address: 1834 Ridge Ave. (Number and street)
Evanston, Ill. (City) (Zone) (State)

8. Certification: (NOTE: Application not acceptable unless signed)

I CERTIFY that the statements made by me in this application are correct to the best of my knowledge.



Antony J. Graves
(Signature)

Antony J. Graves, Ass't. Sec'y.
Application Forms

Copies of the following forms will be supplied by the Copyright Office without charge upon request.

- Class A Form A—Published book manufactured in the United States of America.
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- Class E Form E Foreign—Musical composition the author of which is not a citizen or domiciliary of the United States of America and which was not first published in the United States of America.
- Class F Form F—Map.
- Class G Form G—Work of art or a model or design for a work of art.
- Class H Form H—Reproduction of a work of art.
- Class I Form I—Drawing or plastic work of a scientific or technical character.
- Class J Form J—Photograph.
- Class K Form K—Print or pictorial illustration.
- Class K Form KK—Print or label used for an article of merchandise.
- Class L or M Form L-M—Motion Picture.
- Form R—Renewal copyright.
- Form U—Notice of use of copyrighted music on mechanical instruments.

FOR COPYRIGHT OFFICE USE ONLY

Application received	<i>By Mildred J. Hill</i> <i>Antony J. Graves</i>
DEC -6 1962	
Fee received	

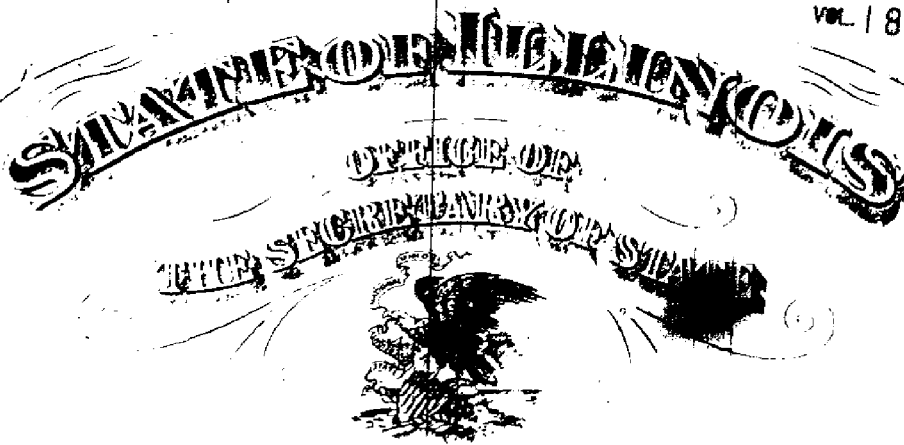
* U.S. GOVERNMENT PRINTING OFFICE : 1960 O-540108

EXHIBIT 71

[Jt. App'x at 4:824-828, Dkt. 190-2]

Certificate Number _____

VOL. 1834 PAGE 166



To all to whom these Presents Shall Come, Greeting:

Whereas, Articles of MERGER duly signed and verified of SUMMY-BIRCHARD COMPANY, a Delaware Corporation, merged into EDUCATIONAL MUSIC BUREAU, an Illinois Corporation, and name of surviving corporation changed to SUMMY-BIRCHARD COMPANY

have been filed in the Office of the Secretary of State on the 28th day of December 1973 as provided by THE BUSINESS CORPORATION ACT of Illinois in force July 13, 1933 as amended.

Now Therefore, I, Michael J. Howlett, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate of MERGER and attach thereto a copy of the Articles of MERGER of the aforesaid corporation

In Testimony Whereof, I have set my hand and cause to be affixed the Great Seal of the State of Illinois.

Done at the City of Springfield this 28th day of December AD 1973 and of the Independence of the United States the one hundred and 92th

(SEAL)

Michael J. Howlett

SECRETARY OF STATE

FORM BCA-69a #5608

1713 - 375-6
(Do not write in this space)
Date Paid 15-38-93
Filing Fee \$ 100.00
Clerk [Signature]

ARTICLES OF MERGER
OF DOMESTIC AND FOREIGN
CONSOLIDATION
CORPORATION
(Strike Inapplicable Words)

JOHN W. LEWIS
Secretary of State,

The undersigned corporations, pursuant to Section 69a of "The Business Corporation Act" of the State of Illinois, hereby execute the following articles of ~~consolidation~~ merger:

ARTICLE ONE

The names of the corporations proposing to ~~consolidate~~ merge and the names of the States under the laws of which such corporations are organized, are as follows:

Name of Corporation	State of Incorporation
EDUCATIONAL MUSIC BUREAU	ILLINOIS
SUMMY-BIRCHARD COMPANY	DELAWARE

PAID
JAN 7 1914

ARTICLE TWO

The laws of Delaware corporation in Delaware organized, permit such ~~consolidation~~ merger

ARTICLE THREE

The name of the ~~new~~ surviving corporation shall be SUMMY-BIRCHARD COMPANY and it shall be governed by the laws of the State of ILLINOIS

ARTICLE FOUR

The plan of ~~consolidation~~ merger is as follows:

See Exhibit A attached hereto and made a part hereof.

#5609

ARTICLE FIVE

As to each corporation, the number of shares outstanding, the number of shares entitled to vote, and the number and designation of the shares of any class entitled to vote as a class, are:

Name of Corporation	Total Number of Shares Outstanding	Total Number of Shares Entitled to Vote	Designation of Class Entitled to Vote as a Class (if any)	Number of Shares of Such Class (if any)
Educational Music Bureau	367*	367	D.N.A.	D.N.A.
Summy-Birchard Company	1500	1500	D.N.A.	D.N.A.
An additional 33 shares held in treasury				

ARTICLE SIX

As to each corporation, the number of shares voted for and against the plan, respectively, and the number of shares of any class entitled to vote as a class voted for and against the plan, are:

Name of Corporation	Total Shares Voted for	Total Shares Voted Against	Class	Shares Voted for	Shares Voted Against
Educational Music Bureau	367	0			
Summy-Birchard Company	1500	0			

ARTICLE SEVEN

All provisions of the laws of the State of Illinois and the State of Delaware applicable to the proposed merger ~~reorganization~~ have been complied with.

ARTICLE EIGHT
#3010

(Delete this article if surviving or new corporation is to be governed by the laws of the State of Illinois.)

It is agreed that, upon and after the issuance of a certificate of merger by the Secretary of State of the State of Illinois: VOL. 183

- 1. The surviving corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving or new corporation;
- 2. The Secretary of State of the State of Illinois shall be and he irrevocably appointed as the agent of the surviving corporation to accept service of process in any such proceedings; and
- 3. The surviving corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act" of the State of Illinois with respect to the rights of dissenting shareholders.

IN WITNESS WHEREOF each of the undersigned corporations has caused these articles of merger to be executed in its name by its president or vice president and its corporate seal to be hereunto affixed, attested by its secretary or assistant secretary, this 21st day of December, 1973

Place
(Corporate Seal)
Here

EDUCATIONAL MUSIC BUREAU

By _____
Its President
Vice President

ATTEST:

Its Secretary
Assistant Secretary

Place
(Corporate Seal)
Here

SUMMY-BIRCHARD COMPANY

By _____
Its President
Vice-President

ATTEST:

Its Secretary
Assistant Secretary

(over)

STATE OF ILLINOIS

#5611

COUNTY OF COOK

I, MARLENE MEYER, a Notary Public, do hereby certify that on the 21st day of December, A.D. 19 73, personally appeared before me JEFFREY SENGSTACK

who declares that he is the President of Educational Music Bureau, one of the corporations executing the foregoing documents, and being first duly sworn, acknowledged that he signed the foregoing articles of merger ~~consolidation~~ in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal ~~the~~ day and year before written.

VOL. 1834 PAGE 170

Marlene Meyer
Notary Public

Place
(Notarial Seal)
Here

STATE OF ILLINOIS

COUNTY OF COOK

I, MARLENE MEYER Notary Public, do hereby certify that on the 21st day of December, A.D. 19 73, personally appeared before me DAVID SENGSTACK,

who declares that he is the President of Sunny-Birchard Company one of the corporations executing the foregoing documents, and being first duly sworn, acknowledged that he signed the foregoing articles of merger ~~consolidation~~ in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Marlene Meyer
Notary Public

Place
(Notarial Seal)
Here

Form BCA-69a
1713
File 32576

ARTICLES OF
MERGER
CONSOLIDATION
OF
EDUCATIONAL MUSIC BUREAU
AND
SUNNY-BIRCHARD COMPANY

(File in Duplicate)
Filing Fee \$100.00

If merger involves more than two corporations, \$50.00 for each additional corporation.

Ill. Rev. Stat. Ch. 117, Sec. 117-20-1

EXHIBIT 72

[Jt. App'x at 4:830-836, Dkt. 190-2]

PLAN AND AGREEMENT OF MERGER

VOL 1834 PAGE 171

THIS PLAN and AGREEMENT OF MERGER is made and entered into this 21st day of December, 1973, by and between SUMMY-BIRCHARD COMPANY, a Delaware Corporation (hereinafter called "SUMMY") and EDUCATIONAL MUSIC BUREAU, an Illinois Corporation (hereinafter called "EMB").

WITNESSETH:

WHEREAS, the Board of Directors of SUMMY and the Board of Directors of EMB deem it advisable that SUMMY merge with and into EMB under and pursuant to the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, the parties hereto agree as follows:

1. Pursuant to the provisions of section 69a of the Illinois Business Corporation Act and section 253 of the Delaware Corporation Law, SUMMY shall be merged into EMB as a single corporation which shall be the surviving corporation. The terms and conditions of the merger and the mode of carrying it into effect are as hereinafter set forth.

2. The Articles of Incorporation of EMB in force at the effective date of the merger shall remain and be the Articles of Incorporation after the merger until altered or amended as provided by law.

3. The By-Laws of EMB in force at the effective date of the merger shall remain and be the By-Laws after the merger until the same shall be altered or amended.

4. The directors of EMB on the effective date of the merger shall remain and be the directors after the merger and thereafter until their respective successors are chosen or appointed.

5. The officers of EMB on the effective date of the merger shall remain and be the officers after the merger and thereafter until the Board of Directors shall otherwise determine.

6. The manner and basis of converting the shares of SUMMY into shares or other securities or obligations of EMB is as follows:

PL 1034 PAGE 172

a. Forthwith on the effective date of the merger and without further act on the part of either corporation or its stockholders, 2.712 shares of the common stock, without par value, of SUMMY issued and outstanding on the effective date of the merger shall be converted into one share of fully paid and assessable common stock, par value \$100.00 per share, of EMB. Certificates representing shares of the common stock of SUMMY shall thenceforth represent shares of the common stock of EMB on the basis hereinabove provided, and the holder thereof shall be entitled to the same rights as though he held certificates issued by EMB.

b. Upon the surrender of certificates of SUMMY to EMB, the holder of the certificates surrendered shall receive in exchange a certificate or certificates of EMB for *ONE* share of common stock of EMB for 2.712 shares of common stock of EMB represented by such surrendered certificate.

7. This Plan and Agreement of Merger shall be submitted to the respective stockholders of SUMMY and EMB as provided by law, and, for the merger to become effective, must be approved and adopted by the affirmative vote of stockholders of both SUMMY and EMB in the manner and as provided by law. Anything herein to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by either SUMMY or EMB by appropriate resolution of the Board of Directors at any time prior to its approval or adoption by the stockholders thereof.

8. Upon the effective date of this merger, the separate existence of SUMMY shall cease and said corporation shall be merged, in accordance with the provisions of the agreement, into EMB which shall survive such merger and shall continue in existence and shall

without other transfer, succeed to the possession of all the rights, privileges, powers, franchises and immunities, as well of a public as of a private nature, and be subject to all the restrictions, disabilities and duties of SUMMY and of EMB; and all and singular the rights, privileges, powers, franchises and immunities of SUMMY and of EMB, and all property, real, personal and mixed, and all debts due to SUMMY or EMB on whatever account, including subscriptions to shares, and all other choses in action belonging to SUMMY and EMB, shall be vested in EMB; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the property of EMB as they were of the several and SUMMY and EMB; the title to any real estate, vested by deed or otherwise, under the laws of the States of Illinois or Delaware, or of any of the other states of the United States, in either SUMMY or EMB, shall not revert or be in any way impaired by reason of the merger; provided that all rights of creditors and all liens upon any property of SUMMY and EMB shall be preserved unimpaired, limited to the property affected by such liens at the time of such merger, and all debts, liabilities and duties of SUMMY and EMB, shall thenceforth attach to EMB and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

9. If at any time before or after the effective date of this merger EMB shall consider or be advised that any instruments of further assurance are necessary or desirable to vest or to perfect or confirm, of record or otherwise, the title of EMB to any property of SUMMY acquired or to be acquired by reason of or as a result of the merger provided for by this agreement, SUMMY and its proper officers and directors shall and will execute and deliver any and all such proper deeds, assignments and assurances and do all things necessary or proper so to vest, perfect or confirm title to such property in EMB and otherwise to carry out the purposes of this Plan and Agreement of Merger.

10. The Articles of Incorporation of EMB shall be amended

- ~~as follows:~~
- a. To change the name of the corporation to "Summy-Birchard Company" and
 - b. To change the number of authorized shares to 953 shares of common stock, par value of \$100.00 per share.

11. This Plan and Agreement of Merger or adoption thereof by the stockholders of the Company shall be subject to the requirements of the laws of the state of Illinois and of the state of Delaware, and upon the execution, filing and recording of such documents and the doing of such acts and things as shall be required for accomplishing the merger under the provisions of the laws and statutes of the state of Illinois and of the state of Delaware as heretofore amended and supplemented, shall become effective at the close of business on the date this Plan and Agreement of Merger is filed with the Secretary of State of Illinois and a Certificate of Merger is issued by the Secretary of State of Illinois.

IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors have caused those presents to be executed by the President and attested by the Secretary of each party hereto, and have caused to be affixed their respective corporate seals.

[CORPORATE SEAL]

SUMMY-BIRCHARD COMPANY

By [Signature]
Its President

ATTEST:

[Signature]
Its Secretary

[CORPORATE SEAL]

EDUCATIONAL MUSIC BUREAU

By [Signature]
Its President

ATTEST:

[Signature]
Its Secretary

THE ABOVE PLAN AND AGREEMENT OF MERGER, has been executed on behalf of each corporate party thereto, which has been adopted separately by the stockholders of each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, and the Business Corporation Act of the State of Illinois, the President of each corporate party thereto does now hereby execute the said Plan and Agreement of Merger and the Secretary of each corporate party thereto does now hereby attest the said Plan and Agreement of Merger, as the respective act, deed and instrument of each of said corporations, and that the facts stated herein are true, on this 21st day of December, 1973.

[CORPORATE SEAL]

SUNNY-BIRCHARD COMPANY

By [Signature]
Its President

ATTEST:

[Signature]
Its Secretary

[CORPORATE SEAL]

EDUCATIONAL MUSIC BUREAU

By [Signature]
Its President

ATTEST:

[Signature]
Its Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

#5618

VOL 1834 PAGE 7

BE IT REMEMBERED that on this 21st day of December, 1973, personally came before me, Marlene Meyer, a Notary Public in and for the county and state aforesaid, David Sengstack, President of Sunny-Birchard Company, a corporation of the state of Delaware and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, as such President, duly executed said Plan and Agreement of Merger before me and acknowledged said Plan and Agreement of Merger to be the act, deed and agreement of said Sunny-Birchard Company, that the facts stated therein are true, that the signatures of the said President and the Secretary of said corporation to said foregoing Plan and Agreement of Merger are in the handwriting of the said President and Secretary of said Sunny-Birchard Company, and that the seal affixed to said Plan and Agreement of Merger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

Marlene Meyer
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

BE IT REMEMBERED that on this 21st day of December, 1973, personally came before me, Marlene Meyer, a Notary Public in and for the county and state aforesaid, Jeffrey S. Sengstack, President of Educational Music Bureau, a corporation of the state of Illinois and one of the corporations described in and which executed the foregoing Plan and Agreement of Merger, known to me personally to be such, and he, as such President, duly executed said Plan and Agreement of Merger to be the act, deed and agreement of said Educational Music Bureau, that the facts stated therein are true, that the signatures of the said President and the Secretary of said corporation to said

...ing Plan and Agreement of ...
of the said President and Secretary of ...
Bureau, and that the seal affixed to said Plan ...
of Berger is the common corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal of office the day and year aforesaid.

Max Meyer
Public

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EXHIBIT 87

[Jt. App'x at 5:1000-1041, Dkt. 191-1]

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X

JESSICA M. HILL,

Plaintiff,

- against -

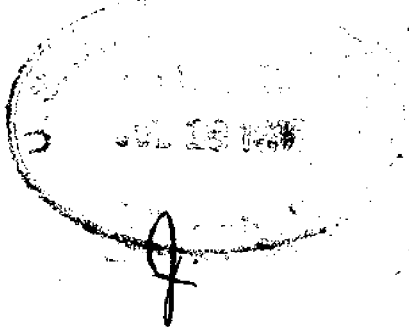
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SAM H. HARRIS, SAM H. HARRIS THEATRICAL
ENTERPRISES INC., IRVING BERLIN and
MOSS HART,

Defendants.

----- X

DEPOSITIONS DE BENE ESSE



Mc KERCHER & LINK
ATTORNEYS AT LAW
17 JOHN STREET
NEW YORK

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK.

----- x
JESSICA M. HILL,

Plaintiff,

-against-

SAM H. HARRIS, SAM H. HARRIS THEATRICAL
ENTERPRISES INC., IRVING BERLIN and
MOSS HART,

Defendants.
----- x

APPEARANCES;

Miss Patty S. Hill
Miss Jessica M. Hill,
Witnesses on behalf of plaintiff.
MCKERCHER & LINK
(Malcolm B. Stark, Esq., of Counsel),
Attorneys for Plaintiff.

OBRIEN, DRISCOLL & RAFTERY,
(Benjamin Pepper, Esq., of Counsel),
Attorneys for Defendant.

The examination of witnesses de bene esse beginning on the 1st day of July, 1935, on behalf of the plaintiff before me, Alfred S. Forsyth, Esq., a Notary Public, for the County of Westchester, my certificate being filed in the County of New York, at my office at 70 Pine Street, City of New York, in the Southern District of New York in a certain suit now pending and undetermined in the District Court of the United States for the Southern

District of New York in the district aforesaid, wherein JESSICA M. HILL is Plaintiff and Sam H. Harris, Sam H. Harris Theatrical Enterprises Inc., Irving Berlin and Moss Hart are defendants.

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the parties herein that all objections except as to form are reserved to the time of trial.

IT IS FURTHER STIPULATED that this testimony may be taken down in shorthand and transcribed by Miss Gertrude Esterhaus.

PATTY S. HILL, produced on behalf of the plaintiff, being first duly sworn, deposes and says as follows:

Q. Miss Hill, are you a citizen of the United States?

A. I am.

Q. And where do you reside?

A. 21 Claremont Avenue, New York City. That is my home address. My professional address is Teachers College, Columbia University.

Q. What is your present occupation?

A. Professor of education, though I am retiring today.

Q. And where are you a professor of educa-

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class until 1905 and 1906, when I finally came here.

Q. Where did you study for your musical education?

A. My sister Mildred, who wrote the music, was the musician, and I was the writer of the words of the songs.

Q. I mean where did you take your musical education itself?

A. Well, what musical education I had -- I did not call myself a musician or a composer.

Q. Did you write the music for the song "Good Morning To All".

A. I wrote the words to the song "Good Morning To All".

Q. Who wrote the music for the song?

A. Mildred J. Hill, my older sister.

Q. When did she write the music?

A. About 1889 or 1890. We were writing songs from 1889 to 1893. Now, just a minute -

Q. Where was it written?

A. Louisville, Kentucky.

Q. Do you recall the address?

A. 1109 Second Street.

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not create their songs. They tried to get good music but it was not fitted to the idea and the emotions in the song nor fitted to the musical ability of young children. When my sister Mildred and I began the writing of these songs (referring to "Song Stories for the Kindergarten") we had two motives. One was to provide good music for children. The second was to adapt the music to the little child's limited ability to sing music of a complicated order. Also, we wished the song to express the idea and the emotions embodied in the words and these two things were absolutely new at that time. Now, does that answer all you want to know?

Q. You haven't as yet told us, Miss Hill, the date at which this took place.

A. My memory is a little vague as to the particular year but it was bound to be between 1889 and 1893, when these songs were demanded by the public for publication. We did not write them for publication. We wrote them for the group of children I was teaching and they were so superior to any other music in the market at the time that the public demanded the publication and they were published and put on exhibit in the World's Fair in Chicago in 1893.

Q. Was that the World's Fair in 1893 or 1895?

A. 1893.

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Q. How long would you say that you and Miss Mildred Hill worked on the particular song "Good Morning To All" before it was completed.

A. It was one of the earliest of the group and for that reason took longer to work out with the children. It would be written and I would take it into the school the next morning and test it with the little children. If the register was beyond the children we went back home at night and altered it and I would go back the next morning and try it again and again until we secured a song that even the youngest children could learn with perfect ease and while only the words "Good Morning To All" were put in the book we used it for "Good-bye to you", "Happy Journey to You", "Happy Christmas to You" and "Happy New Year to You", "Happy Vacation to You" and so forth and so on.

Q. Did you also use the words "Happy Birthday to You".

A. We certainly did with every birthday celebration in the school.

Q. Did you write the words for this particular tune of "Good Morning To All", Miss Hill?

A. I did.

Q. Had you at that time also written many other verses in conjunction with the words which appear

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in the edition of "Song Stories for the Kindergarten", published in 1893.

A. Yes, we were writing them practically every day.

Q. Now, Miss Hill, did you write the words before the music was written for the particular song?

MR. PEPPER: I object to the form of the question.

A. I did. I was at work with the children. I was a teacher. My sister was a composer and a musician. I would write the words of the song and then, we would go home and sit down together and work out the music that fitted the needs of little children.

Q. And with particular reference to the song "Good Morning To All", after you had written the words did you work on the music with your sister?

A. Yes.

Q. And is this a copy of the music as you finally prepared it for the particular song "Good Morning To All"?

A. Yes, this is the final form (referring to "Song Stories for the Kindergarten", published in 1893).

MR. STARK: I ask that this book "Song Stories for the Kindergarten" be marked Exhibit "A" for

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dred Hill, yourself and Jessica M. Hill?

A. Sisters.

Q. Also a sister?

A. Yes.

Q. When this song that we will refer to as "Good Morning to All" was written, it is your testimony that it was written some time between 1889 and 1893 and, as I understand it, you wrote the words first.

A. I wrote the words first.

Q. And those words were:

"Good Morning to You,
Good Morning to You,
Good Morning Dear Teacher,
Good Morning to All."

A. Yes.

Q. And, having written those words, you requested your sister Mildred to devise some kind of correct tune to go with these songs, is that right?

A. To express those words and emotions and ideas fitted to the limited musical ability of a young child.

Q. And she did write something after that, is that right?

A. Yes.

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Q. And it was tried out in the classroom?

A. Yes.

Q. And we believe that you testified that you made some contribution to the revision of that music?

A. To the what?

Q. Revision of the music.

A. Out of my experience with the children, if the register was too complex or too great for the young child, then, we went back at night and revised and experimented, and revised and experimented.

Q. And that went on for a considerable length of time?

A. Yes.

Q. So that the final work that resulted was the product of your combined efforts?

A. Yes, it was.

Q. And, it would not be unfair, would it, to say that your experience with the children contributed as much to the final tune that was available as your sister's musical training?

A. Yes, though she was the musician and I, if it is not using too pretentious a word, was the poetess.

Q. And what has been your field at Teachers College, Miss Hill?

A. I have been serving as Director of the

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Nursery School Kindergarten and First Grade Education since I think about 1908, when I was made director.

Q. I believe you have the title of professor?

A. Yes, and now, I am retiring. This morning I retired with the emeritus, which has only been given to a very few ^{or women} men connected with the college.

Q. Now, did your song "Good Morning To All" achieve any popularity in this country?

MR. STARK: I object to the form of the question.

A. It did. The whole book did, because of its simplicity as compared with preceding efforts for songs for children.

Q. Well, now, did it obtain any extensive popularity - that particular song?

A. Yes, because it was one of the simplest.

Q. And has it been sung very much in this country?

A. All over the country.

Q. Were you as one of the joint authors interested in noting its popularity?

MR. STARK: I object to the form of the question.

A. Well, I was never a money grabber. I

A. It was sung when the little model of Radio City was presented to the person impersonating John D. Rockefeller the elder.

Q. Did you recognize the song that was sung?

A. I certainly did.

Q. Do you remember the words that were sung from the stage at that time?

A. The "Happy Birthday to You", etc., were the words.

Q. Did you recognize the tune?

A. I certainly did.

Q. Will you tell us what the tune and the music was that was sung from the stage.

A. It was the music as it appears in this song book (referring to Exhibit "A" for identification).

Q. And was that music as sung from the stage exactly the same in tune as the song which was originally written by Miss Mildred J. Hall?

A. It was.

Q. And as published in that particular Exhibit "A" for identification?

A. It was.

Q. Did you buy a ticket in order to view the performance.

A. I did.

Walter S. Hill

Sworn to before me this 16th day

of July, 1935.

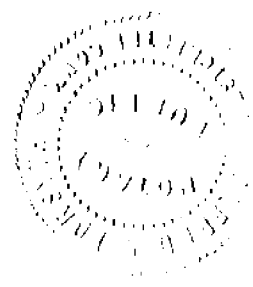
Alfred S. Forsyth

WFF

start

see

ALFRED S. FORSYTH
NOTARY PUBLIC, Westchester County
N. Y. Co. Clerk No. 848 Reg. No. 6F484
Term expires March 30, 1936



STATE OF NEW YORK

SS:

COUNTY OF NEW YORK

I, Alfred J. Forsyth, a Notary Public, in and for the County of Westchester, State of New York, my certificate being filed in New York County, duly commissioned and qualified and authorized to administer oaths, and to take and certify depositions, do hereby certify that pursuant to the notice dated June 17, 1935, issued and served in the civil cause depending in the District Court of the United States for the Southern District of New York, wherein Jessica M. Hill is plaintiff, and Sam H. Harris, Sam H. Harris Theatrical Enterprises Inc., Irving Berlin and Moss Hart, are defendants, I was attended at my office, No. 70 Pine Street, in New York City, by McKercher & Link (Malcolm B. Stark, Esq., of Counsel), attorneys for said plaintiff, and also by O'Brien, Driscoll & Raftery (Benjamin Pepper, Esq., of Counsel), Attorneys for Defendants Sam H. Harris and Sam H. Harris Theatrical Enterprises, Inc., on the said days and dates hereinbefore stated: that the aforementioned witnesses Patty S. Hill and Jessica M. Hill, who were of sound mind and lawful age and were by me first carefully examined and cautioned and duly sworn, did testify the truth, the whole truth, and nothing but the truth; and they thereupon testified as is above shown and that the depositions both subscribed as above set forth were reduced to writing by Miss Gertrude Esterhaus in the presence of the witnesses themselves and from the statements of them, and were subscribed by the said witnesses in my presence, and were taken at the place in the aforesaid notice specified and at the times as set forth, adjournments being had or taken from day to day as provided for in said notice, and that all was so done, written and signed in the presence of said counsel for said plaintiff and defendants.

I further certify that the reason for taking said depositions was and is, and the fact was and is, that both of the deponents live in New York City and are ancient and infirm. That I am neither of Counsel nor attorney to either of the parties to said suit, nor interested in the event of said cause, and that it being impracticable for me to deliver said depositions with my own hand into the court for which they were taken, I have retained the same for the purpose of being sealed up and directed with my own hand and speedily and safely

transmitted to the said court for which it was taken, and to remain under my seal until they are opened.

As witness my hand and seal as such Examiner at New York City on this 16th day of July, 1935.

(Also)

APF Alfred S. Forsyth (L.S.)
(Signature)

ALFRED S. FORSYTH
NOTARY PUBLIC, Westchester County
N. Y. Co. Clk's. No. 948 Reg. No. 6F494
Term expires March 30, 1936

EXHIBIT 92

[Jt. App'x at 5:1059-1068, Dkt. 191-1]

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S. East

THIS AGREEMENT made and entered into at Chicago, Illinois, this 7th day of August, A. D. 1931, between CLAYTON F. SUMMY of Chicago, Illinois, (hereinafter for convenience designated "Summy"), and JOHN F. SENGSTACK of Philadelphia, Pennsylvania (hereinafter for convenience designated "Sengstack"), WITNESSETH:

WHEREAS, Summy owns or controls the entire issued capital stock of Clayton F. Summy Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois, (hereinafter for convenience designated the "Old Company") which company is now engaged in the business of dealing in and publishing music; and

WHEREAS, Summy is planning to cause a reorganization of said Old Company in pursuance of the following plan of reorganization:

(a) Among the assets of the Old Company are certain securities carried on its books as of the close of business on December 31, 1930, at a valuation of Forty-three Thousand Seven Hundred Seven Dollars and Fifty Cents (\$43,707.50), (not including accrued interest) a list of said securities showing the valuation thereof at which they are carried on the books of the Old Company is attached hereto marked Exhibit "A" and made a part hereof. It is the intention of Summy to cause these securities to be distributed to

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the stockholders of the Old Company either by a dividend in kind or by a sale of the securities and the declaration of a dividend equal to the price received from the sale thereof, and in addition, to distribute to the stockholders of the Old Company a cash dividend of Five Thousand Eight Hundred Dollars (\$5,800.00).

(b) Summy intends to cause to be incorporated a new company under the laws of the State of Delaware, under the name of Clayton F. Summy Company (hereinafter for convenience called the "New Company"), with a capitalization consisting of One Hundred Fifty Thousand Dollars (\$150,000) Preferred Stock, being 1500 shares of the par value of One Hundred Dollars (\$100) a share, and 50 shares of Common Stock of no par value. The charter will provide that the Preferred Stock shall be entitled to dividends at the rate of six per cent per annum and that the same shall be cumulative, and that said Preferred Stock shall be redeemable at any time at the option of the New Company, at par and accrued dividends upon thirty days' notice. In the event of the liquidation of the said New Company said Preferred Stock shall receive par per share and accrued dividends before any payment is made on the Common Stock. No dividends shall be paid on the Common Stock until the Preferred Stock is retired. The Preferred Stock is to have no voting rights except in the event of the failure of the New Company to pay dividends at the rate of at

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least three per cent on the par value of the preferred stock in each of the first two years from the date of the issuance of such preferred stock, and at least six per cent in each year thereafter. In the event of the failure to pay dividends on said preferred stock as above specified, the preferred stock shall thereupon have full voting rights and the common stock shall thereupon have no voting rights. However, after all such accrued dividends on the preferred stock shall have been paid, the voting rights of said preferred stock shall thereupon cease and said common stock shall again have full voting rights. The charter of said New Company will also provide that so long as any of the preferred stock is outstanding the New Company shall not be consolidated or merged with or the business sold to any other company without the consent of at least two-thirds of the then outstanding preferred stock. Said New Company will have such other charter powers and its charter will contain such provisions not inconsistent with the foregoing as may be deemed necessary or desirable by counsel for Sengstack.

(c) Summy will cause to be effectively transferred to said New Company all the assets of the Old Company, including all good-will, patents, copyrights and rights of every kind and character, and the said New Company shall assume the liabilities of the Old Company (except tax liability, if any, resulting from

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the transfer of the assets of the Old Company to the New Company) in exchange for all the capital stock of the New Company.

(d) Summy will immediately cause said New Company to be qualified to do business in the State of Illinois, and in order that the New Company may be so qualified, will cause the name of the Old Company to be changed.

(e) In pursuance of such plan of reorganization Summy will immediately cause the stock in the New Company to be distributed among the stockholders of the Old Company,

and

WHEREAS, Sengstack is willing to purchase from Summy the common no par stock in such New Company, as and when the same is received by Summy, and Summy is willing to sell such stock, on the terms and conditions hereinafter contained,

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10) each to the other in hand paid, and in consideration of other good and valuable considerations, receipt of which is hereby acknowledged by the parties hereto, and in further consideration of the mutual covenants and agreements hereinafter contained, it is hereby stipulated, covenanted and agreed by and between the parties hereto as follows:

1. Summy agrees to cause a reorganization of the Old Company immediately by the formation of the New Company

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and the effective transfer of the assets of the Old Company to the New Company as hereinabove recited.

2. Summy agrees to sell and Sengstack agrees to purchase said 50 shares of common stock of said New Company, and to pay Summy therefor, in cash, the sum of Five Hundred Dollars (\$500).

3. Sengstack agrees that immediately on the purchase of the common stock of said New Company he will cause the capitalization of said New Company to be increased so that said New Company will have a total authorized capitalization of 1500 shares of no par value stock, and will subscribe for and purchase from the New Company the additional 1450 shares of the increased no par value common stock at Ten Dollars (\$10) per share, and will pay therefor in cash to the New Company.

4. Sengstack agrees to cause himself to be elected president of said New Company and until said preferred stock is retired agrees to devote all of his time and efforts to the management of said New Company in active charge of its operations. Sengstack agrees further to endeavor to secure for said New Company the services of Preston W. Orem of Philadelphia, Pennsylvania, who will until said preferred stock is retired devote all of his time to the business of said New Company as musical reader and such other duties as he may be required to perform. Sengstack agrees that the aggregate salaries paid by the New Company to Sengstack and said Orem shall not without the prior written consent of Summy or his legal representative, exceed the following schedule:

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(a) Until at least 25% of the preferred stock is retired, \$15,000 per annum.

(b) After 25% but not less than 50% of said preferred stock is retired, \$20,000 per annum.

(c) After 50% but not less than 75% of said preferred stock is retired, \$25,000 per annum.

(d) Thereafter, until all of said preferred stock is retired, \$30,000 per annum.

Sengstack agrees that in the event of the death, resignation or refusal of said Orem to serve as an officer or employee of said New Company, that the aggregate salaries of himself and whoever is employed by said New Company to perform the duties of musical reader of said New Company shall not exceed the schedule of salaries hereinabove set forth for Sengstack and said Orem; and agrees further that in the event of the death, resignation or refusal of said Orem to act as musical reader for said New Company, if no one is employed by the said New Company to perform the duties contemplated to be performed by said Orem, that the salary of Sengstack shall not exceed seventy-five per cent (75%) of the aggregate salaries provided in the foregoing schedule for Sengstack and Orem.

Sengstack agrees further that on incorporation of the New Company and as part consideration of the purchase by said Sengstack of said no per value common stock from said

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New Company, that Sengstack will cause said New Company to enter into a contract with Summy, which agreement shall provide among other things that the salary of the president and general manager of the New Company and said Orem or whoever is employed to perform the duties contemplated to be performed by said Orem shall not exceed the schedule of salaries hereinabove set forth.

5. Sengstack agrees immediately upon the acquisition by him of all or part of the common stock of the New Company to apply for and, if the application is accepted, take out Fifty Thousand Dollars (\$50,000) insurance on his life payable to said New Company, it being understood that the premiums on such insurance policy shall be payable by said New Company. Sengstack may in his discretion take out an additional One Hundred Thousand Dollars (\$100,000) insurance on his life under the same plan as above.

6. Sengstack agrees that so long as any of the preferred stock is outstanding no property or assets of the New Company will be sold or disposed of, except in the ordinary course of business, and that the New Company will on its incorporation pursuant to the foregoing plan of reorganization enter into an agreement with Summy adopting and agreeing to the provisions contained in this agreement and the plan of reorganization and agreeing and covenanting to do or not to do any of the matters or things which by this agreement Sengstack has agreed he will cause said New Company to do or refrain from doing.

7. It is understood that the expenses of the reorganization shall be paid by the New Company, but that counsel

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fees in connection with such reorganization shall not exceed the sum of Five Hundred Dollars (\$500).

8. Summy hereby represents to Sengstack that the financial statement attached hereto marked Exhibit "B" and made a part hereof is a true and correct statement of the assets and all of the liabilities of the Old Company as of December 31, 1930, as shown by the audit of the Company's auditor, and that Summy believes it to be correct and true; that since December 31, 1930, there have been no changes either in said assets or said liabilities except as occasioned in the usual, normal and customary course of the carrying on of the business of the Company. Summy further represents to Sengstack and covenants that from the date of the execution of this agreement to the date of the completion of the reorganization and the formation of the said New Company and the delivery to Sengstack of the common stock in the New Company to be purchased by Sengstack, no assets shall be removed or taken away from the Old Company or from said New Company other than as provided in paragraph (a) of the recitals and paragraph 9 in this agreement; that no dividends at all shall be declared or paid other than as provided in said recitals and no obligations shall be incurred other than in the ordinary, usual and customary course of business, and except as herein provided.

9. According to the financial statement of the Old Company as of close of business December 31, 1930 (Exhibit B)

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there was due as of that date from the Old Company to officers and stockholders thereof the sum of Three Thousand Three Hundred Twenty-two Dollars and Thirty-eight Cents (\$3,322.38). Summy represents that as of the date of this contract the said sum of Three Thousand Three Hundred Twenty-two Dollars and Thirty-eight Cents (\$3,322.38) remains due and unpaid. It is agreed that all of said sum of Three Thousand Three Hundred Twenty-two Dollars and Thirty-eight Cents (\$3,322.38) shall be part of the obligations assumed by the New Company, but that said sum of Three Thousand Three Hundred Twenty-two Dollars and Thirty-eight Cents (\$3,322.38) shall be payable by the New Company to the holder of said claim in the manner following:

Sixty Dollars (\$60.00) a week commencing with Saturday, September 5, 1931, and Sixty Dollars (\$60.00) a week thereafter until the entire sum is paid, said deferred payments to bear no interest.

Summy hereby agrees to acquire whatever part, if any, of said indebtedness of Three Thousand Three Hundred Twenty-Two Dollars and Thirty-eight Cents (\$3,322.38) which is not owned by him, so that said payments of \$60.00 per week shall be payable by the New Company as above specified to said Summy.

10. As of March 1, 1931, the salaries of certain employes of the Old Company were reduced to the amount now being paid said employes, and the said Summy stated to the said employes that when the business of the company improved he would endeavor to have the company make up to them the

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difference between their former salaries and the amount they are now being paid. Such differences in salaries are not to be paid by the Old Company prior to the reorganization and so far, if at all, as this statement by Summy constitutes an obligation of the Old Company, it is not an obligation to be assumed by the New Company, and Summy agrees to indemnify and hold harmless the Old Company and the New Company against any claims of the aforementioned employes for any difference between salaries formerly received by them and salaries paid them since March 1, 1931. Summy hereby agrees to enter into a binding covenant with said New Company, providing for the carrying out of the above obligation on his part to be performed.

11. It is understood by and between the parties hereto that the benefits derived hereunder and the obligations and conditions set forth in this agreement shall inure to and be binding upon the parties hereto and their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Blayton Summy (SEAL)
John A. Bengtson (SEAL)

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