IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THE UNIVERSITY OF ILLINOIS FOUNDATION,

Plaintiff and counter-claim defendant,

-against-

BLONDER-TONGUE LABORATORIES, INC.,

Defendant and counter-claimant,

-against-

JFD ELECTRONICS CORPORATION,

Counterclaim defendant.

CIVIL ACTION NO. 66C 567

Deposition of JEROME N. BALASH taken by defendant and counterclaimant pursuant to notice, at the offices of Messrs. Ostrolenk Faber Gerb & Soffen, 10 East 40th Street, New York, N. Y. 10016, on February 17, 1967, at 2:10 p.m., before Richard Kaufman, a Shorthand Reporter and Notary Public of the State of New York.

COMMERCE REPORTING COMPANY
Certified Shorthand Reporters
25 ETON ROAD
ROCKVILLE CENTRE, N. Y.
RO. 6-7009
150 NASSAU STREET
NEW YORK, N. Y. 10038
WORTH 4-3567

APPEARANCES:

Messrs. HOFGREN WEGNER ALLEN STELLMAN & McCORD,
Attorneys for defendant and counterclaimant,
BY: Messrs. RINES & RINES,
10 Post Office Square,
Boston, Massachusetts
BY: ROBERT H. RINES, ESQ.,
Of Counsel

and

JULIUS E. FOSTER, ESQ.,
420 Lexington Avenue,
New York, N. Y. 10017

Messrs. SILVERMAN & CASS,
Attorneys for counterclaim defendant,
BY: Messrs. OSTROLENK FABER GERB & SOFFEN,
10 East 40th Street,
New York, N. Y. 10016
BY: JEROME M. BERLINER, ESQ.,
Of Counsel

o0o

J E R O M E N. B A L A S H, called as a witness by defendant and counterclaimant, being first duly sworn by the Notary Public (Richard Kaufman) and stating his residence as 116 Oakland Road, Maplewood, New Jersey, testified as follows:

EXAMINATION BY MR. RINES:

Q Would you please state your name, residence and occupation?

A Jerome N. Balash, 116 Oakland Road, Maplewood, New Jersey. Regional sales manager for JFD Electronics Corporation.

Q Would you tell us when you went to work for JFD?

A August 1, 1966.

Q Where and in what capacity were you employed prior to that?

A I was employed by Blonder-Tongue Laboratories in Newark, New Jersey, as distributor products manager.

Q For how long were you so employed?

A About two and a half years.

Q Would you identify what distributor of products you were the manager of?

A You mean by product line?

Q Any way you choose.

A These were all products normally sold through the electronics parts distributors, such as home amplifiers, accessories, antennas. That is about it.

Q Do you know Mr. Richard Helhoski?

A Yes, I do.

Q Would you describe to us who he was and what relation you had with him at the time you were at Blonder-Tongue?

A He was the director of marketing and as such was my immediate superior.

Q Do you know Mr. Jerry Cohn?

A Yes, I do.

Q Would you give the same information with regard

to him?

A Jerry Cohn was the eastern regional sales manager of the company. You want to know what his relationship was with me?

Q If any.

A No direct relationship.

Q From your contacts with these gentlemen, would you describe them as generally honest and truthful people?

A I would have to answer that no and yes.

Q Will you explain that?

A Let me answer the "yes" one first. That is easy. Jerry Cohn, I would say, to my knowledge and experience, is completely honest and truthful.

As far as Mr. Helhoski is concerned, I would say in my own personal dealings with him, I found him less than direct and honest.

Q Would you explain to us what those dealings were?

A Well, in relation to discussions that I had with him pertaining to the job, to matters like salary increases, I found that he often made statements to me which further investigation showed to be untrue.

Q How about in other connections besides the salary?

A I would have to maintain my original statement.

In many instances, aside from salary considerations that I found he made statements to me and to other people that later proved to be untrue.

Q Were you ever confronted, while you were at Blonder-Tongue, with any accusations by him or others that statements you had been making were untrue?

A Not to my knowledge.

Q I would like to show you Plaintiff's Exhibit H-1 and ask you whether you recollect having prepared the original of that?

A Yes, I dictated it.

Q Same question with regard to H-2?

A Yes, I dictated this.

Q Have you discussed with Mr. Edward Finkel of JFD the subject matter of the testimony that you contemplated was to be elicited today at this deposition?

A Have I discussed it with him? Only that I was going to be called and that I was going to be asked to testify; nothing specifically.

Q Did he inform you of what he testified to in a prior deposition taken in this in this proceeding?

A No. I have no idea.

Q Is it a fair statement that one of theactivities that you were engaged in when you were at Blonder-Tongue

was looking into reports to you of threats by JFD to your customers or potential customers?

A I can't say it was a specific activity. I am defining that as something that was specifically assigned to me. In the course of my other duties, certain instances came to my attention, such as the ones you saw in my memorandums, but I wouldn't constitute it as an activity. It was just part of the overall daily course of doing business.

Q Do you recall specifically some of the customers who brought these threats to your attention?

A Let me say in all honesty, I personally object to the use of the word "threats," because that would be suggesting something.

As I recollect, I don't recall them specifically. I can recall three instances, two which you brought to my attention, and a third one which concerned Allied Radio in Chicago.

Q Aren't you using the word "threatening" in your memorandum, Exhibit H-1, as your exact language?

A Yes, I am.

Q So you do recall at least three instances involving these threats; is that your testimony?

A No, it is not. My testimony is this: that the

first instance I had of this coming up was with Allied Radio in Chicago, in which I received a call from Allied and they said, "We have heard--"

Q Just a minute. I didn't ask you for detail. I asked you whether you recalled the names of some of the customers--

A Yes, I recall the names of some of the customers.

Q (continuing) --that were involved in these threats.

A I recall the names of the customers.

Q In his deposition of November 1, 1966 in this action, Mr. Finkel was asked whether he was aware, at page 74, that his salesmen and distributors had made comments "to a potential customer that if they handled anyone else's line of Log Periodic Antennas, they would be sued."

His answer was that "This is the normal kind of selling that goes on in the field, not just this one."

Can you, from your personal information, tell us the names of any of those potential customers that fall within this category that Mr. Finkel identified?

A I can give you the names of customers with whom I had personal contact and of which I would have knowledge.

Q All right.

A One was Allied Radio in Chicago; Radio Electronics in Philadelphia; and Sacramento Electronics in Sacramento, California. Those are the only ones I have recollection of in cases of where suit against another company came up.

Q Mr. Finkel was then asked:

"Q Would you acknowledge that in connection with this normal selling, they at the same time tried to persuade the customer to handle your antennas and your line of converters and boosters?

"A Our salesmen are always trying to sell all of our accessory merchandise, along with our antennas."

Can you, from your personal information, tell us the names of any customers that fell into that category testified to by Mr. Finkel?

A I have no experience as to that.

Q Do you dispute Mr. Finkel's statement?

A I don't dispute his statements that salesmen try and sell the entire line. I know of no case where the sale, for instance, of one item was directly tied to the sale of another item.

Q You say that Mr. Finkel is incorrect in his statement here that "in the normal selling," which he

defined as selling a potential customer "...to a potential customer that if they handled anyone else's line of Log Periodic Antennas...," that in that selling "they at the same time tried to persuade the customer to handle your..." meaning JFD "...antennas and your..." JFD "...line of converters and boosters"?

A In my opinion, the two statements are completely unrelated.

Q I am not asking you for your opinion. I am asking you whether you dispute those statements.

A I have no basis to either dispute them or confirm them. They were made by somebody else.

Q You do not say that Mr. Finkel was wrong in what I read to you?

A I couldn't pass judgment on whether he is right or wrong.

Q Do you know of any instances where it was reported to you or came to your attention that often JFD representatives approached customers in connection with this normal selling, referring to suit, that Blonder-Tongue lost from those customers its prior sales of converters and accessory antenna equipment and the like?

A I know of no such instance.

Q Are you willing to state under oath there are no

such instances or that you just don't know?

A I will state under oath I know of no such instances. I can't swear to something I have no knowledge of.

Q In preparation for this deposition, have you had any conferences with counsel?

A Yes, I have.

Q Would you identify that counsel?

A Mr. Berliner.

Q Was the significance of what you referred to earlier as tie-in sales discussed at these conferences?

A No, that issue was not discussed.

Q Never?

A Well, let me qualify that- I was asked whether it was common practice in the industry to try and tie the sale of one item to another, and I said it was, because, obviously, each manufacturer is out to sell the broadest portion of his product line to the customer. This was based upon my experience with Blonder-Tongue.

Q Were you asked whether this effort to sell the entire product line was normally done also with a threat of suit on one item only of the product line? Do you know whether it is normal?

A No, I was not.

Q Do you know whether it is normal in this trade?

A I would say it is not normal.

Q So that I am sure I understand your answer, would you state that it would not be normal to state to a potential customer that if he handled anyone else's line of a certain product, that they would be sued and to try at the same time to get that customer to handle only the selling party's product and his whole line of accessory products?

THE WITNESS: That is a long question. Would you repeat it?

(The question was read.)

A I would say within the context of the question, it would not be a normal selling procedure.

Q Would it be one that you would consider unfair as a salesman for a competitor?

A I think I would consider it unrealistic rather than unfair, because simply there is nobody in the industry that enjoys such a position of dominance that they can threaten a customer with loss of a line, without jeopardizing their placement in the market place.

Q What about someone who claims to have exclusive rights to one of these products under an exclusive patent license?

A I think it would be normal procedure that if a company had some proprietary item that they would make it known to the industry as a means of improving their overall presentation to a distributor?

Q By "overall," you mean not only the item covered by the patent, but the whole accessory line?

A I am thinking in terms of corporate image more than any specific product.

Q How about the whole product line? Wouldn't this improve their chances of selling the whole product line to stress their exclusive patent position with a line of products?

A I don't think so. I wouldbe happy to amplify this statement.

Q Please do.

A I can only amplify it by telling you this: We, I say we, at Blonder-Tongue, for instance, we had a very eminent position in the UHF converter business and we enjoyed a high percentage of national sales at that time, and Blonder-Tongue naturally attempted at that time to have the rest of the product line move on the coattails of their converter sales, and we did have or Blonder-Tongue did have certain patents on the items and yet the mere impact of having the fall distribution on converters

pretty much nationally, still to a great degree did not make the rest of the product line or did not essentially open the door to the rest of the product line, because different manufacturers regarded it as having different strength in different areas of the marketplace, and this would be true of JFD.

Their strength was essentially in antennas and to this day they are still fighting an uphill battle in their attempt to move the accessories, amplifiers into the marketplace.

Q Did Blonder-Tongue in connection with its UHF converters, threaten people with suit under the patent if they handled somebody else's converters and used this as part of the reason to try to get the customer to handle the whole product line?

A Again, I have to question the word "threaten."

Q In the sense that you used it in your memorandum, Exhibit H-1.

A I mean it in the exact same sense, that when Blonder-Tongue was involved in litigation with other manufacturers who manufactured converters and when the Sales Department was aware of it, that statements were made to customers or potential customers to the effect that we enjoyed a certain legal position because of our

patents.

I don't know how the customer took this, whether he took it as a threat or merely as a statement of fact.

Q What I am concerned with here is your statement of an actual threat to sue if they handled someone else's line.

A Let me give you my recollection of this particular incident which you are placing so much emphasis on.

George Conneen is an independent manufacturers' representative who I happen to know. I lived in Philadelphia. I also knew Sid Love personally. This particular incident came up after another phone conversation that had taken place some time before, I don't remember the period of time, in which another customer had called and said "I understand that JFD is going to bring suit on Log Periodic design, and where does that place us?"

Not being in the Legal Department of the company, but being in the Sales Department, I consulted with Harry Gilbert, and Harry said, "Just tell them if they are at all concerned about it, we will give them a letter of indemnification."

That is as far as the thing went. I communicated this information to the customer and told them, "If a suit is brought and you are in any way involved or your manage-

ment is concerned about it, we will give you a letter of indemnification," and he said fine, that is all he wanted.

This incident came on the heels of that, and as a salesman, I am not concerned with the legal position of the company, but the sales position of the company, and this was an irritating thing to me, simply because it deterred me from my original purpose. And when I got on the phone with Sid, I said--I don't remember the verbatim statement. This was my recollection of it, but it was probably close to this.

MR. RINES: The witness is pointing to Exhibit H-1.

A (continuing) What I was commenting on was what he quoted to me as what George Conneen having said.

Q Do you recall independently now approximately what that was?

A I would say it was close to this. I am sure those weren't the exact words. Knowing George Conneen and knowing the relationship between George Conneen and Radio Electric, George, who was an independent representative, handled a number of other lines.

As far as I know, JFD was not a supplier to Radio Electric at this time. JFD was not a supplier. I

had been in to see Radio Electric and Radio Electric had agreed to buy Blonder-Tongue antennas. At the time they were handling Channel Master antennas and they agreed to buy Blonder-Tongue--

Q At the time they agreed to buy Blonder-Tongue antennas, were they also handling a volume of Blonder-Tongue accessory equipment, such as converters and the like?

A They were handling Blonder-Tongue converters. I am trying to get this straight in time. Yes, this was after the Philadelphia UHF market had opened up. They were handling Blonder-Tongue antennas and some accessories.

Q Would you continue?

A They agreed to buy some of the antennas. When he had called me, he simply said--again, this is to the best of my recollection, George Conneen had been in and said that JFD was bringing suit against Blonder-Tongue for patent infringement.

Q So the record is clear, what did George come in to Radio Electronics for?

A I have no idea. I suppose he came in to them in the normal course of soliciting business on other lines.

Q And he represented JFD antennas?

A Yes. He certainly didn't go in to sell them, I don't believe--as I said, Radio Electric was not a customer of JFD at the time.

Q But Mr. Conneen went in to Radio Electronics, did he not, as reported to you by Mr. Love, to try to persuade him to become a JFD antenna customer?

A I don't believe that is true.

Q Would you accept Mr. Love's statement for that?

A Would I accept it? I would have to. I have no other information.

Q You do know, however, that Mr. Conneen was the JFD antenna representative trying to sell JFD antennas and accessories in the Philadelphia area?

A I would assume. That is what he was hired for.

Q And your recollection is that Mr. Love, of Radio Electronics, told you that when Mr. Conneen had come in, he called his attention to the fact that JFD was going to sue Blonder-Tongue for antenna patent infringement?

A That is essentially correct, but I must say again, I don't think it had anything to do with him going in there to sell JFD.

Q Do you know this as a fact or is this your speculation?

A I am speculating.

Q At the time you wrote Exhibit H-1, you were very disturbed about what you described as "I am getting tired of their..." JFD "...constantly threatening us..." BT "...and our distributors."

Did I read that correctly?

A I am sure you did.

Q So at that time you were disturbed about this?

A That is right.

Q Can you tell us whether Radio Electronics thereupon did go through with its order to purchase the Blonder-Tongue antennas?

A They did.

Q For how long?

A I assume they are still handling it.

Q Do you know this to be the fact?

A No, I don't. I know the first answer to be a fact, that they did go ahead with them and they did handle them for some time thereafter. Whether they are handling them together today, I don't know.

Q Do you know how long thereafter they handled--do you actually know?

A They handled them as long as I was with BT.

Q Did they also handle JFD antennas?

A Not to my knowledge, they did not.

Q Can you recollect any other specific customers who gave you reports similar to that of Mr. Love of Radio Electronics in this era?

A Yes, there was one other that I know of. That was Sacramento Radio Supply in Sacramento.

Q Do you know what was the outcome in connection with Sacramento in terms of their handling Blonder-Tongue antennas?

A I know we handled them. I know he brought them. Whether he had a continuing relationship with Blonder-Tongue, I don't know.

Q Did it ever come to your attention that any customer so threatened decided not to handle Blonder-Tongue antennas and accessories?

A It did not.

Q Is it your recollection Blonder-Tongue succeeded in selling antennas to every customer that had been threatened?

A I know of only three instances where this took place and all three of the customers bought Blonder-Tongue antennas.

Q The three instances you recited were Sacramento, Radio Electronics and Allied Radio?

A That is correct.

Q The date on this memorandum, Exhibit H-1, is March 4, 1966. The Sacramento affair, on the other hand, isn't reported until April 29, 1966, Exhibit H-2, and Allied isn't reported until the era of Exhibit--well, a later era. Who, then, were the people that you said had been 'constantly threatened' as of March 4, 1966, if Radio Electronics was the only one at that time?

A I don't know.

Q There were others, obviously, then from your own language?

A I don't know in what sequence this took place or whether these--may I look at these?

Q Please.

A I don't know when the Allied thing took place, but it was my recollection it was prior to this other thing because Allied was a major customer. We probably would have approached him very early about taking on the antenna line.

Q I would like to show you Exhibit 6, which was the time that indemnification was given to Allied, and ask you whether you still think that was earlier?

A Yes, I do, because this indemnification took place, I believe, some time after the original discussion with Allied.

Q May I show you, then, the indemnification letter of December 10, 1965, five months before Exhibit H-1, Exhibit F-8 and H-8, and ask if that helps refresh your recollection.

A No, because I don't know who this company is. This is something that I had no knowledge of.

Q Does it help you appreciate that there was a problem prior to Radio Electronics with other customers?

A Obviously, the letter is dated December 10th, so the company must have had some question before this time.

Q What was your job in December 1965 at Blonder-Tongue?

A In December 1963?

Q Yes.

A The same as it was when I left.

Q How do you explain the fact, then, if you were the manager of antenna products, you did not know about prior indemnifications with regard to antenna sales or prior threats?

A Well, for a very simple reason. LCA Sales Company, who was and, to my knowledge,is still the sales representative in the New York market had a close personal relationship with the members of the company and obviously

brought this to their attention without discussing it with me. I don't even know who they are. I don't know who this customer is.

Q Were you in the Marketing Department of Blonder-Tongue at this time?

A I was always in the Marketing Department.

Q Would a letter like this be called to your attention after it was sent out in the normal course of events?

A It probably went to Dick Helhoski.

Q Exhibit H-8 has at the bottom, "Carbon copy MTD depth." Can you tell us what that stands for?

A Marketing depth.

Q I would like to show you Exhibit H-5 and ask you if this brings back to recollection still another customer that was involved in this same manner?

A No. Again, this is something that I don't have knowledge of.

Q I would like to show you Exhibit H-4 and ask you the same question.

A No, I never saw this correspondence, either.

Q Do you recall having had any meetings at Blonder-Tongue or any meeting at Blonder-Tongue at which JFD's selling policies were discussed, at which I was present?

A Not specifically.

Q Do you recall discussions about antenna marketing where I was present?

A Yes.

Q Do you recall what you said at that time with regard to the difficulties in selling that were imposed by JFD selling activities and threats?

A I don't recall the specific conversation.

Q Do you recall the gist of it? Would it be correct to classify it that it was much like your comments in Exhibit H-1, that there were a number of customers that had been threatened by JFD salesmen, that if they handled the Blonder-Tongue Log Periodic Antennas, they would be sued and that these salesmen attempted to get them to handle the JFD antennas and line of accessories?

A I don't specifically recall that conversation.

Q Do you deny that conversation was held in my presence?

A I deny recalling it. I don't know. I don't recall.

Q Do you recall ever having a conversation on those particular facts with anyone else at Blonder-Tongue?

A Based on the fact that I wrote these memorandums to Harry Gilbert, I would assume we had conversations re-

lating to them.

Q The fact that I have just stated?

A Relating to the specific correspondence.

Q You mean the specific customers?

A The specific customer.

Q And is it not a fact that at that time in those discussions you were very concerned that the threat of suit made to the potential Blonder-Tongue customer was depriving you of the normal opportunity to sell Blonder-Tongue antennas and accessories to that customer?

A I can't recollect that as being the specific discussion.

Q But you know it to be a fact that you were concerned about that at that time and expressed this concern?

A The concern that I recall was not specifically involved with this matter at hand, but something entirely different.

Q You had no concern whatsoever about the difficulty you were having in selling Blonder-Tongue antennas because of the threats to your potential customers that if they handled it, Blonder-Tongue antennas, that they would be sued and you had no concern about the difficulty this imposed on your selling those antennas to those cus-

tomers and the accessory lines?

I would like a yes or no answer.

THE WITNESS: Could I have the question?

(The question was read.)

A I would have to answer no to that.

Q Will you please explain to the Court what you wanted Mr. Love to testify to in the second sentence of your own quotation of your statement in Exhibit H-1?

A I asked him if he would testify to the fact that George Conneen had made the statement which I indicated in the second paragraph.

Q Why did you want him to testify in court about that statement, what was wrong with that statement?

A Well, in order to answer that I have to go back a little time.

The whole question of the relationship between JFD and Blonder-Tongue went back far before this outdoor antenna thing started. When we first made our Dart Antenna, we put the name Log Periodic on the box. At that time JFD had introduced the Log Periodic Antenna and it had some success in the industry. We put the Log Periodic on the box--we, Blonder-Tongue--and we went out and sold the Dart Antenna and emphasized the fact that it was a Log Period Antenna.

At some time after the introduction of the antenna, the company made the decision to remove the name Log Periodic from the antenna and we in the Marketing Department asked why this was so, and we were told there was some question as to whether we had the right to use the name "Log" and that on the advice of the attorneys, we were removing the word "Log" from it and leaving the word "Periodic."

The first objection came to me as a salesman, because I said that the explanation--we should find out whether we had the right or didn't have the right and not to take what I considered a wishy-washy position. We were making a decision to take the name from the box after we had gone out and sold the concept, and that we should have known where we stood with this thing and not change the thing in the middle.

I objected to it from a marketing standpoint, that where you have one concept, which you have gone out and sold, then have to reverse your position, that I objected to it from a marketing standpoint, that we should find out whether we had the right to it or didn't; and if we didn't, to forget about it and stop indicating that we did or else say it in big, bold letters, this is a Log Periodic type antenna.

This was part of the overall resentment and I think that is the best word, that eventually grew up out of the phone calls and conversations. They were simply annoying to me that as a marketing man I was getting involved in what was not my job. I wasn't a legal adviser for the company and this is where the hostility first became evident.

Q I wonder whether you want the Court to understand that that is your answer to the threats by JFD that you are talking about in Exhibit H-1?

A Do I want the Court to understand that is my answer?

Q Yes, that is all you know about it, the threats of JFD is something about whether Blonder-Tongue was going to use or not the name "Log Period."

A I simply said in order to answer the original question, which I have already forgotten, that we had to go back in history a little bit to understand why I was involved in this in the first place. It was only from a internal marketing conversation that I was concerned.

Q I want to go back to Exhibit H-1 and I want you to understand that I am confining my remarks to the situation that has been described by you in your memorandum of

Exhibit H-1. I am asking you again, I hope clearly, will you please tell us what it was that you wanted Mr. Love to testify to in court that you felt strongly at that time was improper by JFD, improper conduct by JFD?

A I was simply assuming that if Blonder-Tongue had wanted to take some sort--to have a legal answer to JFD suing them, that a witness like this would be helpful.

Q Helpful for what?

A For exactly whatwe are involved in today, and I assume this is a counteraction.

Q You mean helpful from what you are talking about here in showing that JFD threatened the customer that if he handled the Blonder-Tongue antenna line, the customer would be sued?

A At this point I dont really know whether any legal action had been started, whether JFD--

Q The answer is it had not.

A It had not. This helps clarify something for me, then. My feeling was that if JFD was going to sue Blonder-Tongue for infringement, that they should do it. They should start the suit, because I felt all of this conversation at the time--

Q What conversation?

A These kinds of conversations.

Q You mean the threats that were reported to you?

A The conversations that the customer reported to me.

Q That he had with JFD representatives?

A That he had with the JFD representative were simply time-consuming on my part and I really felt like "Let's get the thing over with. This industry is so rife with antenna manufacturers countersuing one another, that it gets to be you spend more time discussing who is suing who in the industry than who is selling what. I was just annoyed by another situation where somebody else was suing somebody else. My feeling was 'Let's get the thing over with." And I asked Sid if the thing came to suit, would he testify.

In this particular case, I suppose I was acting more in the legal capacity than the sales capacity. I was just assuming if something did come like that, BT might want somebody as a witness and that is why I posed the question to him.

Q So it is clear you are talking about somebody as a witness to the fact stated up by Mr. Love in the first quotation in H-1, that is what you wanted him to be a witness to?

A I wanted him to be a witness to the statement

he made to me on the telephone, that George Conneen had told him that JFD was going to sue him.

Q If he handled the BT antenna line?

A He already handled it at this point.

Q For handling the BT antenna line?

A That is what the statement says.

Q As the product manager, you can't think of a single other customer besides the three you have outlined, who reported to you these threats of suit by JFD representatives, if they handled or continued to handle the BT antenna line?

A No, I cannot.

Q Do you have any records or memoranda or diary that you kept in this era?

A You mean with relation to this?

Q Yes.

A No, I kept no records.

Q Did you have a rile where your letters or correspondence with various customers and potential customers were filed with Blonder-Tongue?

A Yes.

Q Do you know where that file is now?

A Do I know where it is now? No. It was kept by my secretary.

Q Who was she?

A Marianne Dittman.

Q That is the "MED" initials at the bottom of H-1?

A Yes. She kept a loose-leaf folder with copies of all correspondence.

Q You also, as the product manager in charge of the antenna selling program, have no recollection of a single customer who reported to you the threats by JFD who didn't handle or continue to handle the Blonder-Tongue antenna lines; is that your testimony?

A That is correct.

Q Who would have more information than you with regard to this at Blonder-Tongue?

A Harry Gilbert.

Q Who else?

A Dick Helhoski.

Q Do you recall being asked by me or by Harry Gilbert, in response to my request to try to get as much information as you could, preferably, in writing,with regard to the JFD threats to your customers and potential customers?

A I don't recall that specifically, no.

Q Do you deny that that request was made of you?

A It might have been made. I don't recall it.

Q What duties did you assume on August 1, 1967 at JFD?

A Regional sales manager.

Q Did that include the selling of antennas and accessory equipment, converters, amplifiers and the like?

A Yes, it did.

Q In other words, handling the same kind of product line that you handled for Blonder-Tongue?

A Yes.

Q Have you in this connection solicited the same customers that you solicited in this connection while at Blonder-Tongue?

A The same general group of customers, only more confined because at Blonder-Tongue my position was national and here it is regional.

Q Insofar as that region is concerned, you solicited certainly many of the exact same customers that you sold similar products to while you were at Blonder-Tongue?

A Yes.

Q At the time you left Blonder-Tongue, were you not privy to the designs and program of the new antennas that they were planning to come out with?

A I don't understand that question.

Q Were you not informed prior to your leaving

Blonder-Tongue of the details of the new designs and marketing program in connection with antennas that Blonder-Tongue was coming out with?

A Blonder-Tongue had already introduced their antenna line before I left the company.

Q Were you not aware of other antennas that were in development or about to be marketed?

A No.

Q Did you not write memoranda making suggestions indeed for additional antennas prior to the time you left Blonder that you felt were unnecessary in the marketing program?

A I don't recall making specific recommendations. I wrote lots of memoranda, but I don't recall specifically recommending models or additions to the line.

Q You don't recall receiving any information at all about antennas that were under development in May and June of 1966?

A Let me see if I can give this answer accurately. There were designs that had been under consideration for some long period of time prior to my leaving. What they were specifically, now, I don't recollect. Mr. Blonder had designed a line of antennas prior to this particular line that they introduced, the Color Ranger line. These

designs were considered part of a long-term project which would perhaps eventually be brought in to round out the line.

What they were specifically now, I don't recall. There was always something under development.

Q When you came to work at JFD, were you intructed to maintain in confidence any confidential development work that you had known at Blonder-Tongue?

THE WITNESS: You will have to ask me that again.

(The question was read.)

A Instructed by whom?

Q JFD. In other words, did they caution you not to impart to them anything that you regarded as confidential?

A There were no discussions.

Q You never discussed any of the Blonder-Tongue antennas with JFD?

A There was simply no discussion in this area at all.

Q You are asking the Court to get the picture that you, as the man in charge of the marketing of antennas at Blonder-Tongue who has now come over to JFD to do a similar marketing job in a particular region, that there

were no discussions about what Blonder-Tongue's antenna designs or marketing program were at all; is that right?

A We never discussed anything that could be considered of a confidential nature.

Q What did you discuss?

A Frankly, they were more interested in my knowledge of the amplifier and accessories than they were of my knowledge in the antenna business.

Q That is Blonder-Tongue's amplifier and accessory business?

A The industry accessory business.

Q Did they discuss with you Blonder-Tongue's marketing program?

A They discussed with me what I thought the entire market looked like.

(The question was read.)

A I would say yes, only in relation to their position along with other manufacturers in the industry, such as Weingard, Channel Master, Jerrold and so on.

Q Were you aware of new transistorized amplifiers that were about to go into production at Blonder-Tongue at this time?

A Yes, I was.

Q Did you discuss these with JFD?

A I think I am entitled to a yes or no answer.

A You are. I am trying to recall whether it was specifically discussed or not. I don't believe it was.

Q Are you going to say under oath it was not discussed with you?

A To the best of my recollection--I am under oath--to the best of my recollection, it was not discussed.

Q To the best of your recollection, was any new product then under development at Blonder-Tongue discussed by you with JFD?

A I would say no, because those were the only two products--I am sure we are referring to the same two products.

Q Will you identify them to make sure?

A Let me think what they were called. It was a transistorized version of the HAB.

Q Which, generically, is what kind of piece of apparatus?

A A master antenna piece of equipment and the other one was UHF broad-band amplifier, which at that time was called the HUB.

Q How about the CVB-30P?

A That is the same unit.

Q The CVB-29B--CUB 29?

A That is the same unit I am referring to. There was another identification given to it.

Q Your testimony is that you did not discuss these at all with JFD?

A That is correct. They had no interest in master antenna products at that time.

Q Do they now?

A They do now.

Q Have you discussed this since then with them, these Blonder-Tongue developments?

A Yes, I would say it came up in conversation. One of the amplifiers is on the market, so it is an academic suggestion.

Q The other one is not yet, is it?

A I don't know.

Q So far as you know, it is not on the market?

A So far as I know, it is not.

Q I believe it was your testimony--I wish to make very sure--that you feel that Mr. Jerry Cohn is an honest and truthful person?

A Yes.

MR. RINES: No further questions.

EXAMINATION BY MR. BERLINER:

Q Mr. Balash, what were the circumstances under

which you left the employ of Blonder-Tongue and went to work for JFD?

A I resigned from one company and went to work for the other.

Q Did JFD approach you or did you approach JFD?

A If you want the whole history, I learned that JFD had an opening in their Sales Department during the Parts Show in, I guess it was May, in Chicago. No, I am sorry--in San Francisco.

When I got back from the Parts Show, I contacted them and asked them if it was true that there was some opening, and they said they might have something, and asked me to come over and talk to them.

I did and found out that one of their men had given notice and was leaving the company and there would probably be an opening in their Sales Department.

Q When did you make this decision to leave Blonder-Tongue and go to JFD?

A During the vacation period of last year, which was the first two weeks in July.

Q How soon thereafter did you advise Blonder-Tongue you were leaving?

A The first day I came back from vacation.

MR. BERLINER: No further questions.

EXAMINATION BY MR. RINES:

Q You said you learned at the Parts Show. How did you learn there was an opening?

A I didn't know there was an opening. I had been told at the Parts Show by a couple of different people that they understood that Mort Leslie was leaving JFD and that there might be an opening there, so I contacted them.

Q Who were the couple of people?

A I don't recall specifically who they were. By the time the show was in the second day, it became pretty much general knowledge that Mort was leaving.

Q Was one of them Herb Yasky?

A No.

Q Was one of them a JFD representative who had been cooperating with Blonder-Tongue in a cooperative program at that Parts Show?

A These were from distributors. It was distributors at the show who simply mentioned--Mort was a well known figure in the industry and evidently had told some of the people at the show he was leaving either looking for something else or for some reason, and word got back.

A Who negotiated your employment contract with

JFD?

A Bill Klansky and Ed Finkel.

Q Whom did you negotiate the actual terms with?

A The actual terms were negotiated--I believe in was in conference all the time between Klansky, Finkel and myself.

Q Do you recall telling Blonder-Tongue people that you had learned at the San Francisco show that JFD had been unsuccessful in selling distributor products and accessories to the antenna products?

A Yes.

Q This was your specialty, was it not, selling distributor products?

A It was one of my responsibilities.

Q At Blonder-Tongue?

A Yes.

MR. RINES: No further questions.

MR. BERLINER: The witness may sign in front of any notary.

(Time noted: 3:25 p.m.)

Subscribed and sworn to before me

this ___ day of _____ 1967.

C E R T I F I C A T E

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

I, RICHARD KAUFMAN, a Shorthand Reporter and Notary Public within and for the State of New York, do hereby certify:

That JEROME N. BALASH, the witness whose deposition is hereinbefore set forth, was duly sworn by me and that such deposition is a true record of the testimony given by such witness.

I further certify that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 7 day of June 1967.

Richard Kaufman
RICHARD KAUFMAN

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
BEFORE JUDGE HOFFMAN

DEFENDANT EX. NO. 60-H-2
DOROTHY L. BRACKENBURY
OFFICIAL COURT REPORTER

MEMO TO: H. GILBERT

FROM: J. BALASH

DATE: APRIL 29, 1966

SUBJECT: JFD PATENT INFRINGEMENT

HARRY:

I RECEIVED A CALL FROM SKIP WOMACK OF SACRAMENTO ELECTRONIC SUPPLY IN SACRAMENTO, CALIFORNIA TODAY. THE CONVERSATION WENT APPROXIMATELY LIKE THIS:

SKIP: "I SEE WHERE JFD IS PUTTING BLONDER-TONGUE OUT OF THE ANTENNA BUSINESS."

JERRY: "WHAT DO YOU MEAN BY THAT?"

SKIP: "I GOT A LETTER FROM JFD THIS WEEK WHICH STATES THAT THE UNIVERSITY OF ILLINOIS IS SUING YOU AND JERROLD AND SOMEBODY ELSE FOR PATENT INFRINGEMENT AND I'M KIND OF WORRIED SINCE ANTENNA SALES ARE JUST STARTING AND WE HAVE BEEN WORKING VERY HARD ON IT."

JERRY: "IT'S TRUE THAT THEY ARE INSTITUTING SUIT BUT I WILL BE GLAD TO SEND YOU A LETTER OF INDEMNIFICATION RENDERING YOU HARMLESS...

SKIP: "THAT'S NOT THE POINT - - I JUST WANTED TO MAKE SURE THAT YOU ARE GOING TO STAY IN THE ANTENNA BUSINESS."

JERRY: "WELL LET ME REASSURE YOU. WE KNOW THAT JFD IS INFRINGING ON SOME OF OUR PATENTS, SO IF THIS WHOLE ISSUE EVER COMES TO SUIT I AM SURE IT WILL END UP AS A STAND OFF. AS A MATTER OF FACT, WE HAVE BEEN COOPERATING WITH JFD IN SOME NEW UHF MARKETS ON PROMOTIONS AND HAVE A GOOD RELATIONSHIP WITH THEM."

SKIP: "WELL I'M REAL GLAD TO HEAR THAT AND IT TAKES A LOAD OFF MY MIND. SEE YOU IN SAN FRANCISCO."

JERRY BALASH

JB:MD

RECEIVED
MAY - 4 1966
RINES AND RINES
NO. TEN POST OFFICE SQUARE, BOSTON

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
BEFORE JUDGE HOFFMAN

DEFENDANT EX. NO. 60-H-1 2/17/67
Eth. H-1 for id. 1/13

DOROTHY L. BRACKENBURY
OFFICIAL COURT REPORTER

MEMO TO: H. A. GILBERT

FROM: J. N. BALASH

DATE: MARCH 4, 1966

ON MONDAY, FEBRUARY 28, THE FOLLOWING CONVERSATION TOOK PLACE BETWEEN SIDNEY LOVE, MANAGER OF RADIO ELECTRIC SERVICE COMPANY OF PENNSYLVANIA AND MYSELF PRIOR TO A DEALER MEETING BEING HELD BY B-T IN CONJUNCTION WITH R. E. S. CO. FOR THE PURPOSE OF INTRODUCING OUR COLOR RANGER LINE.

SID LOVE: "GEORGE CONEEN [JFD REP] WAS IN TO SEE ME THIS MORNING AND TOLD ME JFD WAS GOING TO SUE YOU [B-T] AND MYSELF [RADIO ELECTRIC] ON THE ANTENNA LINE."

J. BALASH: "SID, I AM GETTING TIRED OF THEIR [JFD] CONSTANTLY THREATENING US [B-T] AND OUR DISTRIBUTORS. IF WE WENT TO COURT OVER THIS WOULD YOU BE WILLING TO TESTIFY AS TO YOUR CONVERSATION WITH CONEEN?"

SID LOVE: "ANYTIME."

AT A MEETING IN JACKSONVILLE, FLORIDA BEFORE A GROUP OF DEALERS AT WHICH I WAS PRESENT, MORT LESLIE, JFD SALES MANAGER SAID IN ESSENCE, JFD HAS THE EXCLUSIVE PATENT RIGHTS TO THE LOG PERIODIC DESIGN. THESE PATENTS WERE GRANTED TO US [JFD] BY THE UNIVERSITY OF ILLINOIS AND WE ARE THE ONLY MANUFACTURER AUTHORIZED TO USE THE LOG PERIODIC PRINCIPLE.

SINCERELY,

JERRY BALASH

JB:MED

4/17/67
Eth. H-1 for id.
1,4,5

MEMO TO: H. A. GILBERT

FROM: J. N. BALASH

DATE: MARCH 4, 1966

ON MONDAY, FEBRUARY 28, THE FOLLOWING CONVERSATION TOOK PLACE BETWEEN SIDNEY LOVE, MANAGER OF RADIO ELECTRIC SERVICE COMPANY OF PENNSYLVANIA AND MYSELF PRIOR TO A DEALER MEETING BEING HELD BY B-T IN CONJUNCTION WITH R. E. S. CO. FOR THE PURPOSE OF INTRODUCING OUR COLOR RANGER LINE.

SID LOVE: "GEORGE CONEEN [JFD REP] WAS IN TO SEE ME THIS MORNING AND TOLD ME JFD WAS GOING TO SUE YOU [B-T] AND MYSELF [RADIO ELECTRIC] ON THE ANTENNA LINE."

J. BALASH: "SID, I AM GETTING TIRED OF THEIR [JFD] CONSTANTLY THREATENING US [B-T] AND OUR DISTRIBUTORS. IF WE WENT TO COURT OVER THIS WOULD YOU BE WILLING TO TESTIFY AS TO YOUR CONVERSATION WITH CONEEN?"

SID LOVE: "ANYTIME."

AT A MEETING IN JACKSONVILLE, FLORIDA BEFORE A GROUP OF DEALERS AT WHICH I WAS PRESENT, MORT LESLIE, JFD SALES MANAGER SAID IN ESSENCE, JFD HAS THE EXCLUSIVE PATENT RIGHTS TO THE LOG PERIODIC DESIGN. THESE PATENTS WERE GRANTED TO US [JFD] BY THE UNIVERSITY OF ILLINOIS AND WE ARE THE ONLY MANUFACTURER AUTHORIZED TO USE THE LOG PERIODIC PRINCIPLE.

SINCERELY,

JERRY BALASH

JB:MED

60-H-2

MEMO TO: H. GILBERT

FROM: J. BALASH

DATE: APRIL 29, 1966

SUBJECT: JFD PATENT INFRINGEMENT

HARRY:

I RECEIVED A CALL FROM SKIP WOMACK OF SACRAMENTO ELECTRONIC SUPPLY IN SACRAMENTO, CALIFORNIA TODAY. THE CONVERSATION WENT APPROXIMATELY LIKE THIS:

SKIP: "I SEE WHERE JFD IS PUTTING BLONDER-TONGUE OUT OF THE ANTENNA BUSINESS."

JERRY: "WHAT DO YOU MEAN BY THAT?"

SKIP: "I GOT A LETTER FROM JFD THIS WEEK WHICH STATES THAT THE UNIVERSITY OF ILLINOIS IS SUING YOU AND JERROLD AND SOMEBODY ELSE FOR PATENT INFRINGEMENT AND I'M KIND OF WORRIED SINCE ANTENNA SALES ARE JUST STARTING AND WE HAVE BEEN WORKING VERY HARD ON IT."

JERRY: "IT'S TRUE THAT THEY ARE INSTITUTING SUIT BUT I WILL BE GLAD TO SEND YOU A LETTER OF INDEMNIFICATION RENDERING YOU HARMLESS...

SKIP: "THAT'S NOT THE POINT - - I JUST WANTED TO MAKE SURE THAT YOU ARE GOING TO STAY IN THE ANTENNA BUSINESS."

JERRY: "WELL LET ME REASSURE YOU. WE KNOW THAT JFD IS INFRINGING ON SOME OF OUR PATENTS, SO IF THIS WHOLE ISSUE EVER COMES TO SUIT I AM SURE IT WILL END UP AS A STAND OFF. AS A MATTER OF FACT, WE HAVE BEEN COOPERATING WITH JFD IN SOME NEW UHF MARKETS ON PROMOTIONS AND HAVE A GOOD RELATIONSHIP WITH THEM."

SKIP: "WELL I'M REAL GLAD TO HEAR THAT AND IT TAKES A LOAD OFF MY MIND. SEE YOU IN SAN FRANCISCO."

JERRY BALASH

JB:MD

RECEIVED
MAY - 4 1966
RINES AND RINES
NO. TEN POST OFFICE SQUARE, BOSTON

Balash -

OK

1, 2, 3, 5

H-1 } identified OK;
H-2 }

but will object to admission of the exhibits. —

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THE UNIVERSITY OF ILLINOIS FOUNDATION,	)	
	)	
Plaintiff and	)	
Counterclaim Defendant,	)	
	)	
- v -	)	
	)	
BLONDER-TONGUE LABORATORIES, INC.,	)	Civil Action
	)	
Defendant and	)	No. 66 C 567
Counterclaimant,	)	
	)	
- v -	)	
	)	
JFD ELECTRONICS CORPORATION,	)	
	)	
Counterclaim Defendant.	)	

EXHIBITS DISCUSSED DURING BALASH DEPOSITION

DEFENDANT'S EXHIBIT ~~44~~ 60

WELLER ELECTRONIC SALES, INC. DATE: May 2, 1966

INTER-OFFICE CORRESPONDENCE

TO: Mr. Dick Helhoski, Blonder-Tongue Labs.

FROM: Bill Weller

SUBJECT: Main Line Cleveland
1260 E. 38th Street
Cleveland, Ohio

Dear Dick:

I am forwarding to you a copy of the JFD mailing which was received by Main Line.

Would you please write to Mr. Adolph Friedman at Main Line informing him that you will protect his company against any patent infringement suit that JFD will bring against them due to their handling our Ranger antennas.

Thanks.

Sincerely yours,

Bill Weller

BW:ts
encl:

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
BEFORE JUDGE HOFFMAN
DEFENDANT EX. NO. 60
DOROTHY L. BRACKENBURY
OFFICIAL COURT REPORTER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
BEFORE JUDGE HOFFMAN
DEFENDANT EX. NO. 60
DOROTHY L. ERACKENBURY
OFFICIAL COURT REPORTER

1/17/67 H-4a Ed. Found 104

TO: ALL JFD DISTRIBUTORS April 19, 1966

FROM: ED FINKEL

SUBJECT: UNIVERSITY OF ILLINOIS FOUNDATION SUES:

BLONDER-TONGUE LABORATORIES, INC.

CHANNEL MASTER CORPORATION

JERROLD ELECTRONICS CORP.

FOR LOG PERIODIC ANTENNA BASIC PATENT INFRINGEMENT

The above firms now join Finney Company and Winegard Company in the list of manufacturers being sued by the University of Illinois Foundation for patent violations.

A reprint of the official press release, and the article from Home Furnishings Daily of April 18, 1966, specify the actions taken against the patent violators.

The Foundation is taking vigorous action in the courts to sue all violators of the basic Log Periodic Patents. JFD is the EXCLUSIVE licensee of the Foundation authorized to manufacture antennas under these basic patents.

If emulation is the sincerest form of flattery, then JFD and its Franchised Distributors must be selling the finest TV and FM antennas on the market today. The fantastic acceptance and success of the whole JFD LPV antenna line attests to the validity of this conclusion.

224 Illini Union · Urbana, Illinois 61803

UNIVERSITY OF ILLINOIS FOUNDATION

April 7, 1966

Hjalmar W. Johnson, President of the University of Illinois Foundation, revealed today that the Foundation had filed civil actions in the Federal District Court in Chicago against Blonder-Tongue Laboratories, Inc., Allied Radio Corporation, Channel Master Corporation, and Electronic Distributors, Inc., charging infringement of one of the Foundation's Log Periodic Antenna patents.

Mr. Johnson stated that the Log Periodic Antenna Inventions constitute one of the most important new developments in the antenna industry and that the Foundation Antenna licensing programs is one of the most important income sources for the Foundation.

Earlier this year the Foundation filed a civil action in the Federal District Court of Iowa against the Winegard Company, charging infringement.

The JFD Electronics Corporation of Brooklyn, New York, has an exclusive license under the patents in the field of receiving antennas for television and FM broadcasting stations, and antennas for amateur and citizens band transmission and reception. All other fields are licensed non-exclusively by the Foundation.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
BEFORE JUDGE HOFFMAN
DEFENDANT EX. NO. 60
DOROTHY L. BRACKENBURY
OFFICIAL COURT REPORTER

XB5-60

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
BEFORE JUDGE HOFFMAN
DEFENDANT EX. NO. 60
DOROTHY L. BRACKENBURY
OFFICIAL COURT REPORTER

1/17/67
H-4C
for id
Eh

HOME FURNISHINGS DAILY, MONDAY, APRIL 18, 1966

Antenna Patent Suit Hits Jerrold

CHICAGO. — The University of Illinois Foundation, Urbana, charged in Federal Court that Jerrold Electronics Corp., Philadelphia, and R. Cooper, Jr., Inc., here, make or cause manufacture and sale of radio and TV antennas that infringe two of its patents.

The patents are Nos. 3,150,376, for a multiband, log-periodic antenna, and 3,210,767, for a frequency-independent, unidirectional antenna.

The suit asks for injunctions and an accounting and award of damages.

Merriam, Marshall, Shapiro & Klose represents the foundation.

60

BLONDER-TONGUE

Laboratories Inc. / 9 Alling St., Newark, N. J. 07102 / 201 MArket 2-8151

May 5, 1966

Mr. Adolph Friedman
Main Line Cleveland
1260 East 38th Street
Cleveland, Ohio

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
BEFORE JUDGE HOFFMAN
DEFENDANT EX. NO. 60
DOROTHY L. BRACKENBURY
OFFICIAL COURT REPORTER

Dear Mr. Friedman:

Blonder-Tongue Laboratories, Incorporated hereby agrees to indemnify Main Line Cleveland, of Cleveland, Ohio, in connection with the purchase of Blonder-Tongue Antenna equipment; Color Ranger Models 3, 5, 10 and U-Ranger, against any claims for infringement of any patent rights asserted against such equipment by others.

Very truly yours,

BLONDER-TONGUE LABORATORIES, INC.

Harry A. Gilbert
Vice President

HAG/mpm

56

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
BEFORE JUDGE HOFFMAN
DEFENDANT EX. NO. 60
DOROTHY L. BRACKENBURY
OFFICIAL COURT REPORTER

BLONDER-TONGUE

Laboratories Inc. / 9 Alling St., Newark, N. J. 07102 / 201 MArket 2-8151

April 5, 1966

Mr. Fred Wilensky
Allied Radio Corporation
Post Office Box 4716
Chicago, Illinois

Dear Mr. Wilensky:

Blonder-Tongue Laboratories, Incorporated hereby agrees to indemnify Allied Radio Corporation of Chicago, Illinois, in connection with the purchase of Blonder-Tongue Antenna Equipment, Color Ranger Models 3, 5, 10 and U-Ranger, against any claims for infringement of any patent rights asserted against such equipment by others.

Very truly yours,

BLONDER-TONGUE LABORATORIES, INC.

Harry A. Gilbert
Vice President

HAG/dd

55

RECEIVED
MAY 24 1966
RINES AND RINES
NO. TEN POST OFFICE SQUARE, BOSTON

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
BEFORE JUDGE HOFFMAN
DEFENDANT EX. NO. 60
DOROTHY L. BRACKENBURY
OFFICIAL COURT REPORTER

December 10, 1955

Atlas Electronics Corporation
1317 First Avenue
New York, New York 10021

Gentlemen:

Blonder-Tongue Laboratories, Incorporated hereby agrees to indemnify Atlas Electronics Corporation of New York, New York, in connection with the purchase of Blonder-Tongue Antonna equipment, Color Ranger Models 3, 5, 10, and U-Ranger, against any claims for infringement of any patent rights asserted against such equipment by others.

Very truly yours,

BLONDER-TONGUE LABORATORIES, INC.

Harry A. Gilbert
Vice President

HAG/mpm

cc. LCM. DY
Mfg Dept