



49 Market Street
Morristown, NJ 07960
☎ 973.992.4800 📠 973.992.9125
www.foxrothschild.com

RONALD S. BIENSTOCK
Direct No: 973.326.7129
Email: rbienstock@foxrothschild.com

May 21, 2026

CONFIDENTIAL CORRESPONDENCE
DISCUSSION PURSUANT TO
Fed. R. Evid. 408

Confidential & without prejudice.

VIA EMAIL: (Richard.Dissmann@twobirds.com)

Dr. Richard Dissmann
Dr. Laura Jones
Bird & Bird LLP
Maximiliansplatz 22
80333 Munchen
Germany

Re: Fender Musical Instruments Corp. [REDACTED]
[REDACTED] Alleged Copyright Infringement of “Stratocaster” body
shape | Our File No. 397319.00001

Dr. Dissmann and Dr. Jones:

Please be advised that we represent [REDACTED] (“Our Client”) with respect to the above-mentioned matter, therefore your letter dated May 11, 2026 (“Your Letter”) to Our Client has been forwarded to us. In examining Your Letter, you state you represent Fender Musical Instruments Corporation, a U.S. company, (“FMIC,” or “Your Client”) and Your Letter concerns “...products which infringe the copyright of [y]our client’s Fender Stratocaster guitar.” Your Letter demands that Our Client “stop manufacturing, selling, marketing, or producing” allegedly infringing products apparently throughout the world, despite the fact that the purported rights upon which your demand is based stem from a default ruling by a Dusseldorf

A Pennsylvania Limited Liability Partnership



May 21, 2026

Page 2

Regional Court, which has no extra-territorial effect. Your Client's demands are misplaced for numerous reasons. After Our Client's consultation with, and in conjunction with European legal counsel, we respond to Your Letter as follows.

I. FMIC Misrepresents an Entry of Default as Binding Precedent

Your Letter quotes from a decision in a matter before a Regional court in Dusseldorf versus a Chinese company which went undefended and resulted in an entry of default ("Default Case"). The facts presented by Your Client in the Default Case is merely a fictitious rendering of the history of the Fender brand and the Stratocaster guitar (or "Strat"). That history has been altered, bent, and made to fit a particular narrative that was told to the Regional court in Dusseldorf. We understand that the failure of the defendant to appear allows the court under section 331(3) of the German Code of Civil Procedure, *Zivilprozessordnung* (ZPO), to accept Your Client's submissions as admitted by that defendant. However, we can find nothing under German law that automatically converts this default ruling into an *erga omnes* declaration of "validity," or required acceptance, such that it is binding on non-parties. With all of the revelatory and overwhelming evidence that contravenes Your Client's position, we are quite sure that a different outcome would occur with a fully developed record.

The Regional court's entry of default was premised on the paucity of information Your Client provided, misrepresenting that Leo Fender alone created the body shape of the Stratocaster. Collaboration defeats Fender's claim that the Strat was "a creation of individual character." Further to this, Your Letter claims that "Fender holds all rights in the Stratocaster body shape, including the right of reproduction, distribution, and communication to the public," as "confirmed by the Court of Dusseldorf in the judgment." We are concerned that Your Client appears to have widely held out to the public, as well as to Our Client, that this "judgment" is binding precedent upon any party other than the single absent defendant in that case, as we are unaware of any jurisdiction that would enforce any rights purportedly "confirmed" by an undefended case.

We also must note that Your Letter was sent to the general info email address for Our Client, [REDACTED]. We hope that this was simply due to a lack of effort to find a specific person with the company to contact, rather than intentionally sending Your Letter to a general mailbox with the understanding that Our Client may not respond timely to your "cease and desist" letter, much like the defendant in the Default Case. This correspondence is merely a non-exhaustive set of the actual facts and the overwhelming contrary evidence to Your Client's position in this matter.

May 21, 2026

Page 3

II. *FMIC's Material Misrepresentations and Omissions as to the History of the Stratocaster Design*

An initial issue is establishing when Your Client, via its alleged predecessors, began making solid body guitars, given the backdating provided in the narrative submitted to the court. Though Fender (Fender Electronic Instrument Company, or “FEIC,” at the time) made a handful of lap steel guitars in 1946, it was not until 1950 with the Esquire (with a body shape later known as the Telecaster) that FEIC’s first mass produced solid-body guitar entered the stream of commerce.

Leo Fender founded FEIC and never actually owned, worked for, nor was employed by Your Client. In 1954, Leo Fender did not, on his own, invent and design an electric guitar called the Stratocaster through a “lengthy creative process,” as described in the Default Case. However, to meet the criteria for EU copyright standards of making “personal creative choices” and the “creation of the individual character,” Your Client *must* tell the invented story that Leo Fender was the sole author of the purported creative “work.” It is widely known that there were at least four additional collaborators in the design of the Stratocaster body shape, all of whom were essential in the design of the body shape of the Strat and were involved in its developmental process.¹ This collaboration is well-documented, as is Leo Fender’s infamous attention to function, manufacturability, and repairability, but *not* aesthetic design.² FMIC’s own Justin Norvell, President, Americas, has even acknowledged Leo Fender’s now infamous quote, “[i]f I have \$100 to make a product, I’ll spend \$99 making it work and \$1 making it pretty.”³ Despite the narrative spun in the Default Case, Leo Fender was a technician who admired function and ease of manufacturing; he was not an *artist*, as Your Client wants him to be, nor was he the sole “author” of the Strat body shape, as Your Client wants him to be. Instead, Fred Tavares, Bill Carson, Rex Gallion, and George Fullerton, among others such as Jimmy Bryant, are all considered to have made meaningful contributions to the body shape we now refer to as the Stratocaster body shape, highlighting the functional nature of the utilitarian article. In fact, Fender’s own website describes the Stratocaster as a “collaborative work of a remarkable group

¹ Carson, Bill. *Bill Carson My Life and Times With Fender Musical Instruments*. Vintage Guitar Books 1998, pgs. 15-22

² Leo Fender was notoriously focused on function over looks, Leo, himself, stating “my main interest was in the utility aspects of an item – that was the main thing. Appearance came next. That gets turned around sometimes.” *Guitar Player*, May 1978; See also Bacon, Tony. *The Fender Electric Guitar Book*. Backbeat Books 2007, pgs. 22-24.

³ Building One with Tomer Cohen, “*Building Fender With Justin Norvell: Iconic Guitars, The Art of Restraint, And Learning To Play Faster With AI*.” January 27, 2026 at 12:50 (<https://open.spotify.com/episode/0bBZUgk1JMueC8yIGb9tZE?si=u0DHmyglTueQ7gOMP8Injg>)

May 21, 2026

Page 4

of designers and musicians,”⁴ rather than by the individual efforts of Leo Fender. This collaboration is well documented by Your Client and many others.⁵ In fact, FMIC’s current website acknowledges that Freddy Tavares “sketched out [the] body shape” of the Stratocaster, and Rex Gallion “suggest[ed] the guitar’s comfortable contours.” (See n. 4.) The claim that Leo Fender solely invented the dimensions and contours of the Strat body shape relies on significant omissions of a key facts.

There are many copyright authorship issues that have arisen out of the Default Case, following Fender’s incomplete representations to the court, that Leo Fender was the sole “author” of the Stratocaster body shape. The Stratocaster body is the result of the efforts of the collective and collaborative efforts of several co-designers and cannot represent one author’s “free and creative choices,” or the “individual personality of its creator.” The facts do not fit the necessary narrative to achieve Your Client’s goal of obtaining a copyright for a portion of a guitar in any jurisdiction. Moreover, since Your Client has relied on the inception date, or first sale, of the Strat in the US in 1954, as a pre-1976 U.S. Copyright Act work, Leo Fender or FEIC would have been required to affix a copyright notice upon the body shape. Such a notice has never been affixed to the Stratocaster or included in any associated literature or advertising, from the first date of manufacture, to present by FMIC or any of its alleged predecessors. Yet, those facts are not discussed in in Your Letter and were also omitted from the materials submitted to the court in the Default Case.

III. *FMIC’s Lack of Continuity of Ownership of Intellectual Property*

Leo Fender was an owner, with others, of his first company, FEIC.⁶ There is no evidence that Leo Fender ever assigned ownership of the purported copyright to the Strat body shape to FEIC. Given the co-designers listed above, Fender has no evidence that these designers assigned

⁴ Owens, Jeff, The History of the Fender Stratocaster: The 1950s. (<https://www.fender.com/articles/behind-the-scenes/the-history-of-the-fender-stratocaster-the-1950s>)

⁵ Fullerton, George. *Guitars from George & Leo, How Leo Fender and I Built G&L Guitars*. Hal Leonard 2005; Bacon, Tony. *Electric Guitars Design and Invention*. Backbeat Books 2017; Smith, Richard. *Fender, The Sound Heard ‘Round the World*. Garfish Publishing 1995; Bacon, Tony. *The Fender Electric Guitar Book*. Backbeat Books 2007; Balmer, Paul. *The Fender Stratocaster Handbook*. Voyageur Press 2007; Bacon, Tony. *50 Years of Fender*. Backbeat Books 2000; Bacon, Tony. *The Ultimate Guitar Book*. Knopf 1991; Lister, Jonathan. *Electric Guitars an illustrated history*. Quantum Publishing 2010; Bacon, Tony and Dave Hunter. *Totally Guitar The Definitive Guide*. Outline Press 2004; Moseley, Willie. *Stellas & Stratocasters*. Vintage Guitar Books 1994; Wheeler, Tom. *The Stratocaster Chronicles Celebrating 50 Years of the Fender Strat*. Hal Leonard 2004; Day, Paul and Dave Hunter, *Interactive Fender Bible*. Outline Press 2007.

⁶ See, Articles of Incorporation, Exhibit D.

May 21, 2026

Page 5

the purported copyright to the “work.” This is believed to be the case because no such copyright was ever created and no such assignment ever took place. Leo Fender never sold Stratocaster guitars as an individual, rather they were sold by and through FEIC and/or Fender Sales, Inc. We have also not seen any evidence that any intellectual property interest in the purported copyright was transferred by Mr. Fender to the acquiring entity Columbia Records Distribution Corp. (“CBS”), when Mr. Fender sold FEIC in 1965.⁷ For your contentions as to transfer of ownership of copyright to survive, the rights holders would have had to license those rights to FEIC, and those rights would then have been transferred in turn to Columbia Records Distribution Corp., as opposed to the inaccurate information provided to the court that Columbia Broadcasting System, Inc. held rights “by way of universal succession,” and finally to FMIC in 1985.⁸ If our understanding that such documentation does not exist is incorrect, please provide for our review all such copyright license agreements demonstrating a complete continuity of ownership of intellectual property. The Regional court took FMIC at its word that it allegedly owns intellectual property rights in the Strat body shape but also was misled by the lack of provable chain of title of any ownership of the alleged rights in the Strat body shape.

It is known that Mr. Fender had a lengthy non-compete agreement with CBS post-sale. When Mr. Fender returned to guitar manufacturing with his next guitar company in 1974, Music Man,⁹ he continued to make guitars that were Stratocaster shaped (e.g. [Cutlass Collection | Ernie Ball Music Man](#)). In fact, his next company in 1979, G&L,¹⁰ manufactured exact Stratocaster shaped guitars (e.g. [Guitars Legacy | Product categories | G&L Musical Instruments](#)). If all intellectual property rights were, in fact, transferred by Mr. Fender to Columbia Records Distribution Corp., then it is clear that CBS would have waived any and all exclusive rights of sole ownership of the copyright in the Stratocaster body shape when Leo Fender made the exact same guitar at his next two companies, Music Man and G&L. In fact, G&L continued to make Stratocaster shaped guitars until it ceased operations in 2025, and Ernie Ball/Music Man currently continues to make Stratocaster shaped guitars today.

Regardless of whether Your Client *ever* gained intellectual property rights to the Strat body shape, it certainly cannot now claim after the reproduction, distribution, and communication to the public by hundreds of guitar companies by their use of that same body shape for over 70 years

⁷ Reckert, Clare M., New York Times, January 5, 1965, Page 54. *See* Exhibit A.

⁸ FEIC was sold to Columbia Records Distribution Corp (a New York corporation) on 12/22/1964, although the date is often cited as 1/4/1965 for \$13M, and was later sold by Columbia Broadcasting System, Inc. to the current alleged owner of the copyright, FMIC. *See* Footnote 7.

⁹ Bacon, Tony and Paul Day. *The Fender Book A complete history of Fender electric guitars*. Balafon 1998, pp. 44.

¹⁰ *Id.*

May 21, 2026

Page 6

that any exclusivity can be had as to the alleged “applied art” of the Strat body shape. Your Client has forfeited its claims of ownership of any intellectual property rights via express abandonment, acquiescence, and passivity. As to the 70-plus years of inaction as to third-party manufacturer’s usage of the Strat body – estoppel and laches will undoubtedly apply.

IV. The Stratocaster Shape Is Not Protectable Under Copyright Law

Under United States copyright law, copyright protection covers original works of authorship expressed in affixed tangible medium (17 U.S.C. § 102), but such protection does not extend to “useful articles” (17 U.S.C. § 113(b)). The term “useful articles” is defined as “article[s] having an intrinsic utilitarian function that is not merely to portray the appearance of the article or to convey information” and as including “article[s] that [are] typically part of a useful article.” 17 U.S.C. § 101. While there is a limited exception that allows for protection of pictorial, graphic, or sculptural features of a useful article’s design if those features “can be identified separately from, and are capable of existing independently of, the utilitarian aspects of the article,” the dimensions and contours cited as elements of the design of the Strat body shape *cannot* be separated from the useful article itself – a guitar. *Star Athletica, L.L.C. v. Varsity Brands, Inc.*, 580 U.S. 405, 409 (2017) (*citing* 17 U.S.C. § 101). The U.S. Supreme Court specifically identified a guitar as a useful article and drew a clear distinction between the shape of the guitar (a part of the useful article), and the artwork applied to the guitar, such as an image painted on or applied to the body: “[C]onsider, for example, a design etched or painted on the surface of a guitar. If that entire design is imaginatively removed from the guitar’s surface and placed on an album cover, it would still resemble the shape of a guitar. But the image on the cover does not “replicate” the guitar as a useful article. Rather, the design is a two-dimensional work of art that corresponds to the shape of the useful article” *Id.* at 418. Similarly in Japan, the Supreme Court has addressed that mass-produced utilitarian goods can only be protected where its shape is conceived as a creative expression of thoughts or emotions, *independent of the components derived from its utilitarian function*.¹¹ Thus, U.S. and Japanese courts, among others, are clear that the body shape of a guitar derived by its functional aspects is *not* protectable via copyright. Given the functional, utilitarian and commercial aspects of the Stratocaster shape, the decision of the Dusseldorf Regional Court is also clearly inconsistent with precedent in Germany. See, e.g., *German Federal Supreme Court, 20 February 2025, Case No. I ZR 16/24 – Birkenstocksandale*.

¹¹ *In re Stokke AS et al.*, Supreme Court of Japan, Judgment of April 24, 2026, Case No. 2025 (Ju) No. 356.

May 21, 2026

Page 7

V. FMIC and its Predecessors Have Failed to Obtain Intellectual Property Rights in the Stratocaster Body Shape

In 1952 FEIC filed for a design patent to protect the initial shape of the Precision Bass (“P-bass”)(U.S. Des. 169,062 or the “’062 Patent”). That design patent would have expired in 1967, and that shape would have moved into the public domain as of that date. It should also be noted that FEIC never sought to enforce its rights in the initial P-bass ‘062 Patent, despite several other manufacturers copying it during the early 1960s. To compound this release into the public domain, FEIC filed, in 1959, another design patent (U.S. Des. 187,001 or the “’001 Patent”) the shape of which was already the precursor to the Strat as the first form of the P-Bass from the ‘062 Patent, which was in commerce as early as 1951. But with ‘001 Patent, FEIC has fully disclosed, for public domain usage as of the patent’s expiration in 1973, the contours and curves of the Strat and the updated P-bass. These are the very same curves that Your Client now seeks to enforce as a copyright some 53 years after the expiration of such patents. The remarkably “artistic” language describing the Strat body shape in the Default Case is clearly verbiage crafted by counsel specifically framed for the court, rather than language attributable to any of the designers of the “work.” This verbiage even specifically mentions the pickguard as emphasizing the shape of the guitar. Neither FEIC nor any of its alleged successors have ever filed to own any intellectual property protection for the pickguard in any jurisdiction.

Although alluded to in Your Letter, but clearly not discussed is the fact that from 1954 until 1964 Fender guitars were hand sanded and thus wide variations existed as to the guitar’s dimensions, contours, and curves. It is well-documented that Strat bodies vary greatly, even from year-to-year, and by the 1970s were often made with significantly fewer defined contours, with less depth, and many were just flat (or slab) bodies. It is difficult to comprehend how the specific shape and contours can be of such artistic value, while the very company peddling this narrative has so notoriously *failed* to maintain the exact curves and contours of the first Strats sold in 1954. Your Client cannot enforce a copyright in the Strat body shape when the dimensions and contours of the Strat body shape have been inconsistent over time. No one in the worldwide music instrument (“MI”) industry can rely on a moving target as a benchmark.

The first application by FMIC seeking *any* intellectual property protection specifically for the Strat body shape was not until 2003. However, as Your Client is well aware, and what Your Client failed to disclose to the German court under any standard of truthfulness, is the prior adjudication declaring the Strat body shape generic in the largest guitar market in the world, the U.S., in the precedential 2009 United States Patent and Trademark Office, Trademark Trials and Appeals Board (“TTAB”) decision (the “TTAB decision”). That TTAB decision informed Your

May 21, 2026

Page 8

Client, as well as all other guitar manufacturers and distributors, that the Strat (along with the Telecaster and the P-Bass) body shape could not act as a source identifier for any one company because of the (as of 2009) 50-plus year rampant third-party usage. The evidence of third-party use of the Strat body shape before the TTAB decision was overwhelming and has only expanded even further since. That decision has been substantially relied upon for over 17 years by the worldwide guitar market.

If FMIC is to be granted copyright protection on the basis that Leo Fender, a U.S. citizen, was the sole author who (according to the regional court's decision) granted exclusive rights to the body design to CBS via FEIC, both U.S. entities, any decision under U.S. law pertaining to the set of facts around the Strat body shape, namely that the body shape is generic, should also be reflected in any analysis applied in Germany. While we can acknowledge German courts are not subject to the precedent of U.S. courts, the fact remains that Fender has attempted to claim exclusive rights to the Strat body shape and failed in one, arguably more appropriate, forum, and made no representation to the court of the adverse TTAB decision. The facts cannot apply in a vacuum in a German courtroom solely based on an uncontested filing by FMIC – the court must and will look at what U.S. courts have said about the same exact issue, 17 years ago, which is that the Strat body shape has already been adjudicated as generic. We are certain that any court would agree, if provided all relevant facts, that FMIC cannot be granted a copyright in a guitar body design that Your Client can use to prevent the sale of competitor guitars with the same body shape, when that body shape has already been judged to be generic, and numerous other parties have made and sold guitars with that body shape throughout the world for several decades. If a court held otherwise, it would be condoning unfair competition.

The TTAB noted that FMIC had advertised worldwide that the Strat body was the most copied guitar shape in the world. Those advertisements bore Your Letter's admissions that Your Client's Stratocaster has "been copied before," which, as we know is a more than massive understatement. The Strat, as Your Client in its own advertising has claimed and is quite well documented, is the most copied guitar in the history of the electric guitar. Even as early as the 1960's, FEIC not only *admitted the widespread copying of the Strat shape but* tried to capitalize on it by publicizing its Strat style model as "The Most Imitated Guitar in the World."¹² Even Fender's own expert witness in the TTAB case testified to the fact that each advertisement pointed to the "shameless copies [of the Strat bodies] that had started to flood the market in the early 1960's."¹³ Additionally, Your Client has literally advertised that consumers can buy "copies" and

¹² See Exhibit B.

¹³ In the 1980's, CBS and subsequently FMIC ran various advertisements acknowledging the increasing number of Competitive Guitars flooding the market. By way of example, a Guitar Player, August 1986, ad states: "Nothing can

May 21, 2026

Page 9

then perhaps “buy the real thing.” These are not merely admissions; these ads show that Your Client knew of the third-party manufacturers and thoroughly waived all their rights as to any claims against them for such “copies.” In fact, the overwhelming third-party usage of the Strat body shape for over sixty years is exactly why Your Client must now, in a final fit of desperation, seek to reclaim its long-lost rights to its self-proclaimed “most recognizable design[] in the history of music.”¹⁴ *Third Parties Have Created the Marketplace For Strat Shaped Guitars Since the 1960s*

VI. Third Parties Have Created the Marketplace For Strat Shaped Guitars Since the 1960s

Within a few years after the introduction of the Stratocaster, by the late 1950's, third parties began to use the Strat body shape and sell guitars (“Competitive Guitars”) in the U.S. and Europe (and throughout the rest of the world). Some of the first companies to manufacture and sell Competitive Guitars in the Strat style were Carvin Musical Instruments and EKO Guitars in 1959, Watkins Guitar in 1961, Kent in 1962, Futurama, German companies Hagstrom and Hofner in 1963, Silvertone in 1964, and Burns Guitars and Magnatone in 1965. From the mid-1960's through the 1970's, FMIC's alleged predecessors' indifference to the demands of the marketplace opened the door for third parties to enter the electric guitar market, selling their Competitive Guitars. By way of example only, The Charvel Guitar Company (prior to acquisition by FMIC), DiMarzio Musical Instrument Pickups, Inc., and Mighty Mite, which manufactured and sold guitar and/or bass bodies in the Strat shape, were prominent companies in the 1970's along with other companies that produced and sold complete Competitive Guitars such as Hoshino U.S.A., which manufactured the Ibanez brand, Music Man, Inc. (at Leo Fender's direction), Electra Guitars, Hohner, Inc., Hondo, Aria Pro II, and Ampeg.

In the 1980's, a growing number of third parties continued to develop and expand their manufacturing, marketing, and sale of Competitive Guitars. In addition to the third parties that were manufacturing Competitive Guitars in the 1970's, by way of example only, companies such as Tokai Guitar Company, C.G. Conn, Ltd., Gibson (which also manufactured the “Epiphone” brand, and later the “Valley Arts” brand), Jackson (prior to acquisition by FMIC), Casio, Hamer (which later also produced guitars and basses under other brand names such as “Slammer”), St. Blue's Guitars, G&L Guitars (again, at the direction of Leo Fender), Yamaha Corporation, as well

compare to the genius of an original. Because even the best copies are only imitations. The same is true in music. Eric Clapton and the Fender Stratocaster are probably the *most imitated guitarist and guitar in the world.*” (Emphasis Added). See Exhibit C.

¹⁴ <https://www.guitarworld.com/music-industry/fender-legal-ruling-protect-stratocaster-body-design>

as hundreds of other companies also made Competitive Guitars through the 1980's. Another significant entry into the market was one of FMIC's biggest competitors at the time, in the early 1980's, Kramer, which started making and selling Competitive Guitars in the U.S. and was eventually selling a comparable number of Strat shaped guitars to FMIC. Use of the Strat shape in Competitive Guitars continued to rapidly expand through the 1990's by other guitar makers such as Zion, Don Grosh Custom Guitars, Dean Guitars, Chandler, Rustler Guitars, and Samick, among many others. More companies offering replacements bodies continued to enter the market as well, such as MusiKraft, Inc. and Allparts. Some other third parties that continued to manufacture and sell Competitive Guitars in the 1990s and early 2000s included, without limitation, Chapin Guitars, AXL Guitars, Austin Instruments, 17th Street Guitars, Tyler Guitars, and Floyd Rose Guitars. This number has continued to expand to the present day.

This unopposed market use of the Strat body shape by hundreds of third parties over the past seventy (70) years to the present day demonstrates that FMIC has no basis for claiming that it is, or has the right to be, the exclusive manufacturer of guitars in the Strat body shape. Indeed, the Strat shape has long been an industry standard as a platform for thousands of variations.

This widespread sale of the Strat shape by third parties was extensively publicized in major consumer and trade magazines around the world, such as Guitar Magazine, Musical Merchandise Review (MMR), Music Trades, International Musician & Recording World (IM&RW), Guitar Player, Vintage Guitar, Premier Guitar, Guitar World, Guitarist, and Young Guitar. Such publications simultaneously contained advertisements of Strat shaped guitars manufactured by Fender and many other third parties. In addition to the rapid growth of the guitar industry throughout the decades, representatives from FMIC and various third parties continue to regularly attend and display their Competitive Guitars at NAMM and European tradeshows. The presence of such third parties at these tradeshows showing and selling Competitive Guitars was unimpeded for over six decades.

In addition to advertising and promoting the Strat shaped Competitive Guitars in the same channels of trade, third parties have sold and continue to sell Competitive Guitars through the same retail outlets that Your Client uses. Many third parties manufacturing Competitive Guitars sell through major retail outlets such as the Guitar Center, Sweetwater, Musicians Friend, Thomann, Andertons, American Musical Supply (AMS), as well as hundreds of other stores and websites in the US and the EU. It is standard practice for the various retail outlets and/or dealers to advertise and display Your Client's guitars right next third parties' Competitive Guitars.

Competitive Guitars were ubiquitously displayed on television, in movies, on the internet and were being played by some of the most influential musicians of all time, such as Eddie Van

Halen, who played a Charvel Strat style guitar and later a Kramer Strat style guitar. Thus, the Strat shape grew in popularity among the general buying public. The history of the Stratocaster is one that cannot be explained away or repurposed – it is one of massive worldwide third-party adoption by hundreds of companies with clear legal history of genericness and abandonment of all intellectual property protection.

In 1990, FMIC introduced its catalog entitled “Fender Frontline,” which consists of FMIC’s products, including guitars in the Strat shape, among other information including photographs and articles of Fender’s endorsees. Fender Frontline was written and produced by and under the supervision of Your Client for more than twenty years. Following the lead of its alleged predecessors, FMIC has run articles and advertisements in Fender Frontline also acknowledging the use of the Body Shapes by hundreds of other manufacturers with the slogan “*Why Buy A Copy When You Can Afford An Original?*” FMIC never mentioned any of the Body Shapes as having any trademark protection in the masthead of its Fender Frontline catalog until 2004, one year after filing its ill-fated trademark applications in the U.S.

VII. FMIC Failed to Police its Intellectual Property Rights, Rendering the Stratocaster Body Shape Unprotectable

As discussed at length, there was rampant worldwide unimpeded third-party manufacturing advertising and sale of Competitive Guitars. Other than acknowledge and acquiesce, FMIC and its alleged corporate predecessors completely failed to act as to any of these Competitive Guitars.

During this same time period, Asian imports/exports of guitars boomed; Japanese manufacturers such as Ibanez, Tokai, Fernandez Guitars and Aria were shipping huge quantities of guitars and basses using the Strat shape. To compete with these lower-cost imports, Fender’s alleged corporate predecessors began outsourcing manufacturing to the Japanese manufacturer, Fujigen Gakki. The same factory was simultaneously producing and shipping electric guitars bearing the Strat shape for FMIC and FMIC’s competitors.

Beginning in the late 1980’s, FMIC instituted limited trademark enforcement efforts, only policing FMIC’s registered marks (the wordmark FENDER, the model names, and headstock shapes). Furthermore, prior to filing the 2003 trademark application for the Strat body shape, FMIC and its alleged corporate predecessors never placed any notice on the instruments or the product packaging claiming the Body Shapes as common-law trademarks or copyrights. It is apparent that FMIC, and its alleged corporate predecessors, understood the importance of



May 21, 2026

Page 12

registering and protecting some intellectual property rights, as to its wordmarks and headstocks only, but not the Strat body shape.

Many different entities have used, and continue to use, the Strat shape in connection with their electric guitars. Such usage by third parties has been continuous and widespread. These Competitive Guitars have been, and continue to be, widely distributed throughout the world, across all channels of trade and at all price points in full view of FMIC. Significantly, prior to the filing of the 2003 trademark applications (the subject of the TTAB case), the facts demonstrate that FMIC and its alleged corporate predecessors have treated the Strat shape as if it resided in the public domain. After more than half a century of competitive usage by hundreds of manufacturers, the production and sale of innumerable Competitive Guitars in the Strat shape have generated actual sub-genuses of guitars and bass guitars in the mind of the consuming public. The exclusion of the events and clear adjudication of the Strat body shape as generic is perhaps the most egregious omission Your Client has failed to supply to the Regional court.

When FMIC sought U.S. trademark protection for the Strat (and Tele and P-Bass) body shape in 2003, the trademark application was met with an opposition group of seventeen companies that opposed the registration of such body shape as a trademark. That opposition group was ultimately successful in its opposition (*See Spector v. FMIC, TTAB Opp. No 91161403*), and the TTAB rendered a precedential decision on March 25, 2009. That decision was not appealed and has become law in the US. The TTAB decision and opinion are attached hereto. FMIC has abided by that legal decision since 2009 and acted accordingly, making no claim to trademark or any other intellectual property ownership of the Strat body shape worldwide. Although within the time of the TTAB decision there were many companies selling Strat style bodies and guitars, that number has increased worldwide, as the result of the impact of the TTAB case became more widely understood. With decades of rampant third-party usage of the Strat body shape the Stratocaster was generic long before the beginning of the TTAB case in 2003 – by 2009 it was quite clear that the TTAB decision made that case the exemplar of genericness. FMIC has not since sought protection for their body shapes in any other jurisdictions, as it knows that litigation will bring in the holding of the TTAB case, along with the overwhelming evidence of genericism of the Stratocaster body shape.

Enforcing copyright protection for the Strat body shape by reliance of default is a vaporous measure. Granting copyright protection retroactively to a mass-produced generic guitar body shape after 71 years would render superfluous the trademark law that states that such guitar bodies must act as a source indicator for the manufacturer. Instead, a regional court that has been misled by the selective misrepresentations by FMIC, with glaring omissions of material facts, would

May 21, 2026

Page 13

effectively allow enforcement of the design of a utilitarian article by using copyright rights, thereby confusing worldwide popularity of a generic shape with the exclusive rights of a single individual, Leo Fender. Leo Fender, who operated two third-party companies making Competitive Guitars, had ceased to be a part of the very company that seeks to enforce those rights over 61 years after Mr. Fender sold that company.

As has been demonstrated by massive evidence made available to you with this correspondence,¹⁵ third parties have relied upon the free and unfettered use of the Strat shape to manufacture and sell Competitive Guitars in the market for more than seventy years; they have built businesses upon them, employed thousands of people to make them, spent millions of dollars to advertise and sell them, and in many cases, built entire businesses in reliance upon their ability to continue to do so. As a simple matter of equity and public policy, FMIC, more than seventy years *ex post facto of the introduction of the Strat shape* cannot be given the authority to monopolize the Strat shape to the exclusion of these many manufacturers and distributors of Competitive Guitars by a claim of a default. Thankfully, for the massive number of consumers who have bought and will continue to buy these Competitive Guitars, the law prevents FMIC from monopolizing this shape that has been used by numerous parties for more than 70 years.

VIII. The Dimensions and Contours of Our Client's Guitars

In Your Letter you claim that Our Client's guitars are nearly identical to Your Client's guitar body shape. However, as Your Letter makes clear, Your Client's "contours and curves" are vital to Your Client's claim of a "timeless design" that fits with the "artistic" achievement necessary to establish copyright rights in Germany, and thus each of those dimensions are important. Further, Your Letter also makes clear that Your Client's claim of copyright is NOT in the guitar as a whole, but just the guitar body. What is clear to the reader of Your Letter is that counsel itself cannot tell the difference between the "Chinese copy" guitar from the regional court case and Your Client's guitars. The photos provided for reference in Your Letter as the "Fender 'Stratocaster' body" are actually the defendant's guitar from the regional court case. This clearly shows that the Strat body is ubiquitous and generic, and incapable of intellectual property protection. As the substantial similarity standard still must be applied to the alleged copyright, we must document the differences of Our Client's products referenced in Your Letter. In comparison, and direct contrast to Our Client's guitars, there are stark and clear differences. The [REDACTED] [REDACTED] [REDACTED] is overall more compact than the guitar body shape depicted in Your Letter, and therefore the entire perimeter of the [REDACTED] [REDACTED] does not match what you have supplied for comparison as

¹⁵ A link to a folder containing thousands of pages showing widespread third-party use of Fender's body shapes pre-2010 is being provided herewith.

May 21, 2026

Page 14

a “Stratocaster” body. Moreover, the [REDACTED] [REDACTED] has a thinner upper bout and the arm bevel has a clearly more pronounced angle with a more distinct round-over. This arm bevel angle creates a thinner over all dimensional difference as to that aspect of the [REDACTED] body. We do not see a direct measurement analysis of the guitars in Your Letter, despite the purported significance of each and every curve thought of by the authors in the design of the Strat body. Indeed, if such an analysis were performed, it would be unequivocally demonstrated that Our Client’s guitars significantly differ from the photos of the guitar body shape depicted in Your Letter. Additionally, Our Client’s instruments are marked with their own marks, finishes, and features, and in no manner infringe on any rights of Your Client.

IX. Ethical Concerns

Aside from the extensive historical inaccuracies in the narrative placed by FMIC before the Court in Düsseldorf and parroted in Your Letter, as discussed at length herein, many of the contentions raised in Your Letter raise serious legal ethics questions.

Your Letter makes threatening reference to “incriminated acts” allegedly committed by Our Client. The reference to such criminal acts is made in connection with your attempt to exact both alleged monetary damages to FMIC in addition to purported legal fees to you, all of which is to be made payable directly to your law firm, Bird & Bird, LLP. It is well-settled that in most jurisdictions throughout the United States, that an attorney’s threat to the use of the criminal justice system to effectuate a result in a civil matter, which appears to have been done in Your Letter, is a serious ethical breach that cannot be condoned. Further compounding this ethical infraction herein, is the fact that Your Letter seeks *direct payment to you*. This attempt to coerce Our Client to pay money *directly to you* or otherwise face a potential referral to criminal authorities by you or your client for Our Client’s purported criminal acts, appears to be the precise unethical *quid pro quo* that our system of legal ethics strictly proscribes.

Moreover, it is well-settled that in negotiations with unrepresented adverse parties, some degree of “puffery” is tolerable, but an attorney may not engage in blatant misrepresentations. It is believed that this is another ethical infraction that is thematically and pervasively woven throughout Your Letter. It is believed that Your Letter careens far beyond permissible “puffery” in its representation to Our Client that “Fender holds all rights in the ‘Stratocaster’ body shape, including the rights of reproduction, distribution, and communication to the public. This was also confirmed by the Court of Düsseldorf in the judgment referenced above.” In keeping this analysis tethered to reality, it should be noted that the Court in Düsseldorf has only entered a default which has yet to even be reduced to a final judgment and is not binding on Our Client or anyone else, other than perhaps the defendant in the Default Case. The adoption by the Court in Düsseldorf of



May 21, 2026

Page 15

Fender's factual and legal contentions was procedurally done rather than substantively decided, simply because there was no defense interposed. For reasons that are, or should be well-known to you, the contention that the "decision" in the Default Case represents precedent that binds Our Client, as you assert in Your Letter, is believed to be a blatant falsehood done by design to instill resolution by fear and panic, and is clearly not just negotiation "puffery." In reality, the default decision entered in the Default Case involves legal and factual contentions that, for many reasons, are far from "final," and are easily contestable on the merits, and in any case and do not bind, and will not bind Our Client.

Another example of what appears to be a clear misrepresentation, is the falsehood that the Court of Düsseldorf can bind the extraterritorial actions of Our Client – a United States corporation – in its manufacturing, sales and marketing efforts that take place in the United States or anywhere outside of Germany. Indeed, Your Letter, without limitation, demands that Our Client destroy *all* of its allegedly infringing products, without regards to where its manufacturing, sales and marketing efforts have and are taking place. For reasons that are, or should be well-known to you, this legal contention fails for a myriad of reasons, not the least of which are elementary legal principles which need not be recited herein. Once again, this appears to be a misrepresentation designed to elicit fear and panic to induce a resolution, rather than mere negotiation "puffery."

Thus, to the extent any negotiation misrepresentations have been made to Our Client in Your Letter, same are violative of legal ethics rules.

X. Conclusion

As we have stated above, this is not an exhaustive recitation of the facts nor the applicable law but should act as a stern reminder of the vast amount of applicable information that is available to the MI industry as a whole. We hereby demand that you withdraw the entirety of your claims as stated in Your Letter. Our client has every right to continue to sell its guitars with Strat-style guitar bodies, whenever and wherever it so chooses, as does the entire MI industry on a worldwide basis. Efforts by Your Client to bully competitors based on misrepresentations and overstatements are anti-competitive. If Your Client continues to pursue these matters, Our Client will, of course, seek all available remedies, including all attorneys' fees and costs.

Nothing contained in this letter should be considered as a waiver of any rights and claims of Our Client. Further, nothing herein should be construed as an adoptive admission of Our Client. Our Client hereby reserves all such rights and remedies under both law and equity.



May 21, 2026
Page 16

Sincerely,

A handwritten signature in blue ink, appearing to be "R. Bienstock", written over a light blue horizontal line.

Ronald S. Bienstock

RSB/kez

Enc.

Cc: [REDACTED] (via email)
[REDACTED] (via email)
Zachary Klein, Esq. (via email)
Mark Hanna, Esq. (via email)

EXHIBIT A

5/19/26, 5:40 PM

C.B.S. ACQUIRES GUITAR CONCERN; Purchases Fender Co. for \$13 Million in Cash Deal - The New York Times

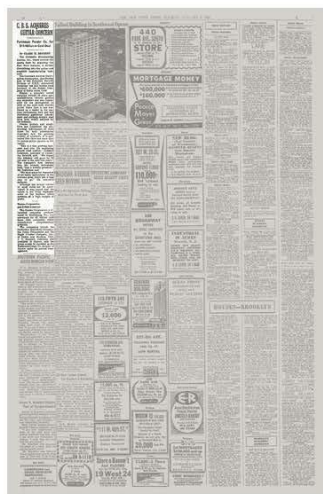
The New York Times

<https://www.nytimes.com/1965/01/05/archives/cbs-acquires-guitar-concern-purchases-fender-co-for-13-million-in.html>

C.B.S. ACQUIRES GUITAR CONCERN; Purchases Fender Co. for \$13 Million in Cash Deal

By Clare M. Reckert

Jan. 5, 1965



See the article in its original context from
January 5, 1965, Section BUSINESS FINANCIAL, Page 54 [Buy Reprints](#)

New York Times subscribers* enjoy full access to
TimesMachine—view over 150 years of New
York Times journalism, as it originally appeared.

SUBSCRIBE

*Does not include Games-only or
Cooking-only subscribers.

About the Archive

This is a digitized version of an article from The Times's print archive, before the start of online publication in 1996. To preserve these articles as they originally appeared, The Times does not alter, edit or update them.

Occasionally the digitization process introduces transcription errors or other problems; we are continuing to work to improve these archived versions.

The Columbia Broadcasting System, Inc., which entered the sports field by acquiring the New York Yankees, is further diversifying into the guitar and amplifier manufacturing business.

The Columbia Records Distribution Corporation, distributing arm of the Columbia Records Division of C.B.S., announced yesterday the \$13 million cash purchase of the Fender Company of Santa Anna, Calif.

Fender, a privately owned company formed 19 years ago, manufactures electric guitars and amplifiers and was responsible for the development in 1946 of the solid body electric guitar. Since then it has continued as a leader in the musical instruments field and has introduced significant innovations and striking designs that have been widely adopted by the industry.

Fender guitars and amplifiers are considered the outstanding instruments of their types by both professional musicians and the growing number of amateurs. It is estimated that there are more than 15 million guitar players in the nation.

"This is a fast growing business tied into the expanding leisure time market," Goddard Lieberman, president of Columbia Records, said. "We expect this industry will grow by 23 per cent in the next two years."

The company's first venture into the musical instrument field, "has a terrific potential," Mr. Lieberman said.

"We have plans for expansion of all kinds, particularly in the overseas area, which has a long way to go," the executive declared.

Although the annual volume of sales could not be ascertained, it was stated that the figure is not truly representative of the business which operates at a high margin of profit.

Harsco Corporation and & Ohio Concerns



May 21, 2026
Page 19

5/19/26, 5:40 PM

C.B.S. ACQUIRES GUITAR CONCERN; Purchases Fender Co. for \$13 Million in Cash Deal - The New York Times

The Harsco Corporation, a diversified industrial producer based in Harrisburg, Pa., has purchased for \$7 million cash three Ohio companies which manufacture complementary products.

The companies include the Perfection Steel Body Company, the Cobey Corporation and the Eagle Crusher Company, Inc., of Galion and Bucyrus, Ohio.

J. T. Simpson, chairman and president of Harsco, said the group would be operated as the Perfection-Cobey Co. division of Harsco under its present management.

EXHIBIT B

**THE MOST IMITATED GUITARS
IN THE WORLD**

*often
copied
but
never
equalled*

Design, component parts and workmanship of Fender Fine Electric Instruments remain unmatched by any other instruments. Fender Engineering has led and will continue to lead the field. For the original and genuine... choose Fender.

Fender
SALES, INC.

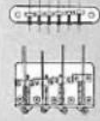
**THESE ARE THE FEATURES THAT
HAVE MADE FENDER FAMOUS**



This modern head design has been the identifying mark of Fender Guitars since their inception. Distinctive and attractive on the hand-stead, yet functional with its ease of tuning and straight string pull.



All Fender Tremolo units have been awarded patents for design and engineering including the Tremolo Arm which is moveable in or out of playing position. The Tremolo units in the Jaguar, Jazzmaster and Bass VI work in conjunction with the "Floating Bridge" and feature a "Frem-isk" which stops the tremolo block permitting strings to be changed simultaneously or individually and also prevents detuning of the strings should one break during a performance. Patent Numbers 2,972,923 - 2,741,146.



Fender "Micro-adjustable" bridges are completely adjustable on all Guitars and Basses. All models are fully adjustable for string length and height. In addition, on some models, the entire bridge as well as each individual string may be adjusted for height by the master bridge adjustment screws on either side of the bridge. Patent Number 2,972,923 and Patents Pending.



The contoured body design with the "Dif-Set" waist is another Fender First. This unique design is ergonomically in comfort and is accomplished by curving and relieving the guitar body so that it snugs into the body of the player. Also, the front of the guitar is dressed away, providing a firm comfortable support. Patent Numbers 2,560,900 - Dec. 187,061; 186,826; 160,062; 164,227.



Patented pickups are designed and built by the Fender Company for each instrument. Pickups are wound for maximum wide-range tone benefits and reflect many hours of testing by the Fender Engineers. Fender tonal qualities remain unmatched by any other guitar in their field. Patent Numbers 2,538,204 - 2,976,755 and Patents Pending.



Another Fender First is a special string mute carelessly invented on the bridge of the Jaguar and Bass VI. The "Fender Mute" is easily switched from open to muted position, thus providing rapid playing style changes. With the "Mute" it is no longer necessary to remove the bridge cover to dampen the strings for the special effects used by many guitarists. Patent Pending.



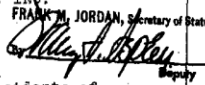
Necks of all Fender Guitars and Basses are "Tass-rod" reinforced and may be adjusted should it become necessary to do so. These slender necks are of natural blond hard maple with rosewood fingerboards. Another feature making Fender preferred by musicians throughout the world.



EXHIBIT C



EXHIBIT D

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32	Restriction of right to amend articles <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	258641 FILED <small>In the Office of the Secretary of State of the State of California</small> DEC 6 - 1951 <small>FRANK M. JORDAN, Secretary of State</small>  <small>Secretary</small>	<p style="text-align: center;">ARTICLES OF INCORPORATION OF FENDER ELECTRIC INSTRUMENT COMPANY, INC.</p> <p>KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, citizens and residents of the State of California, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of California, and we do hereby certify and state:</p> <p style="text-align: center;">ARTICLE I</p> <p>The name of this corporation is <u>FENDER ELECTRIC INSTRUMENT COMPANY, INC.</u></p> <p style="text-align: center;">ARTICLE II</p> <p>That the primary business in which this corporation in- tends initially to engage in is the manufacture, sale and dis- tribution of all types of electrical musical instruments.</p> <p>In addition to the primary business, the general purposes for which this corporation is formed are as follows:</p> <p style="margin-left: 40px;">a. To manufacture, construct, repair, own, buy, lease from others, or otherwise deal in, acquire, sell, convey, trans- fer, lease to others, and otherwise dispose, mortgage, or otherwise encumber, all types of electrical musical instruments, parts, devices, appliances, engines, motors, machinery, and things used in the manufacture, construction, repair of electri- cal musical instruments.</p> <p style="margin-left: 40px;">b. To manufacture, buy, sell, and generally deal in machinery and equipment of all kinds, and such mechanical devices and engineering appliances as are generally manufactured,</p>
---	---	--	--

LLOYD S. VERRY
ATTORNEY AT LAW
1915 QUINCY AVENUE BLDG.
PHOENIX 1900
FULLERTON, CALIF.

1 bought, sold, and dealt in by manufacturers and dealers in
2 electrical musical instruments of all kinds, and such other
3 products as this corporation may be engaged in manufacturing
4 from time to time.

5 c. To own, maintain, conduct and operate a general
6 manufacturing plant for the manufacturing, keeping and repairing
7 of all types of electrical musical instruments, and such other
8 kinds of instruments or products as this corporation may be engaged
9 in manufacturing.
10

11 d. To purchase, lease from others, and otherwise acquire,
12 sell, convey, transfer, lease to others, and otherwise dispose
13 of, mortgage, or otherwise encumber, real or personal property,
14 of all kinds and descriptions.

15 e. To acquire, hold and sell the shares of other corpora-
16 tions, and negotiate for the sale, hypothecation, or disposal of
17 the same; to borrow and lend money in connection with the fore-
18 going purposes, with or without security therefore; to execute
19 notes, bonds and all other obligations for money borrowed, property
20 purchased, or otherwise acquired by this corporation, labor done,
21 or service performed for this corporation, or any lawful purposes,
22 and to secure the payment of the principal and interest of said
23 notes, bonds, or other obligations by mortgage, pledge, hypothe-
24 cation, deed of trust, or otherwise, of any or all property owned
25 or which may be acquired by this corporation; and generally to
26 transact and carry on any other business, and to exercise any
27 other powers which may be necessary, proper, or convenient to be
28 carried on or exercised in connection with any of the foregoing
29 purposes or incident thereto.
30

31 f. To enter into, make, perform and carry out contracts
32 of every sort and kind, which may be necessary or convenient

1 for the business of this corporation, with any person, firm,
2 corporation, private, public or municipal, body politic, and
3 state territory or municipality of the United States or any
4 foreign government, colony or body politic.

5 g. To adopt, apply for, obtain, register, purchase,
6 lease or otherwise acquire, and to maintain, protect, hold, use,
7 own, exercise, develop, operate and introduce, and to sell,
8 grant licenses or other rights in respect of, assign or otherwise
9 dispose of or turn to account any trade-marks, trade names,
10 patents, patent rights, copyrights, and distinctive marks and
11 rights, analogous thereto, and inventions, improvements, pro-
12 cesses, formulas and the like, including such thereof as may be
13 covered by, used in connection with, or secured or received
14 under, letters patent of the United States of America or else-
15 where, or otherwise, which may be deemed capable of use in
16 connection with the business of this corporation, and to acquire,
17 use, exercise or otherwise turn to account licenses in respect
18 of any such trade-marks, trade names, patents, patent rights,
19 copyrights, inventions, improvements, processes, formulas and
20 the like.

21 h. To acquire all or any part of the good will, right,
22 assets and business of any person, firm, association or corpora-
23 tion heretofore or hereafter engaged in any business, in whole
24 or in part, and to hold, utilize and in any manner dispose of,
25 the whole or any part of the rights and assets so acquired, and
26 to conduct in any lawful manner the whole or any part of the
27 business thus acquired.

28
29
30 **ARTICLE III**

31 The County in the State of California where the principal
32 offices for the transaction of the business of this corporation
is to be located is Orange County.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

ARTICLE IV

This corporation should be authorized to issue only one class of shares of stock, and the total number of shares which this corporation shall have authority to issue is Twenty Thousand (20,000) shares, and the aggregate par value of all of said shares is Two Hundred Thousand (\$200,000) dollars, and the par value of each share is Ten (\$10) dollars.

ARTICLE V

The number of directors of this corporation shall be three (3), and the names and addresses of the persons that are appointed to act as the first directors and to serve until the election and qualification of their successors are as follows:

- CLARENCE LEO FENDER - - 609B West Commonwealth Avenue,
Fullerton, California
- ESTHER MARIE FENDER - - 609B West Commonwealth Avenue,
Fullerton, California
- LLOYD S. VERRY - - - - 1066 North Grand View Avenue,
Fullerton, California

ARTICLE VI

The directors of this corporation are hereby granted power and authority to levy and collect from time to time, as in their discretion they may deem advisable, assessments upon all of the shares of stock of this corporation at any time issued and outstanding, and shall have and enjoy all the rights and privileges with reference to such assessments as are fixed, provided and established by law in respect to corporations, the directors of which have such power of assessment, provided, however, neither any assessment nor the levy thereof shall create any personal liability whatsoever of any share holder of this corporation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

IN WITNESS WHEREOF, we have hereunto set our signatures
this 5th day of December, 1951.

Clarence Leo Fender
^{Marie} Esther Fender
Lloyd S. Verry

State of California }
County of Orange } ss.

On this 5 day of December, 1951.
before me, Elmer R. Guy, a Notary Public in
and for said County and State, personally appeared Clarence Leo
Fender, Esther Marie Fender, and Lloyd S. Verry, known to me
to be the persons whose names are subscribed to the within
Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate above
written.

[Signature]
Notary Public in and for the
said County and State