

Examples of US competition cases that mandate transfer of technology and know-how

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Introduction

In a number of global negotiations on the transfer of technology and knowledge, there are industry-led lobbying efforts to limit such transfers to measures that are on mutually agreed

terms (MAT), or voluntary and on mutually agreed terms (VMAT). Sometimes it is asserted that as a practical matter, the transfer of manufacturing know-how can only be provided through voluntary measures, and assertions are sometimes made that there is no legal basis for transfers of know-how, access to materials such as product samples and cell lines, or access to and the use of regulatory filings and data.

This note looks at one type of legal mechanism, competition law, and provides some examples of cases where the United States competition authorities have mandated the transfer of manufacturing know-how and access to materials and regulatory filings.

Medical Technology

Ciba-Geigy Limited, et al.; Analysis to Aid Public Comment

<https://www.federalregister.gov/documents/1997/01/03/97-5/ciba-geigy-limited-et-al-analysis-to-aid-public-comment>

Ciba-Geigy Limited, et al.; Analysis to Aid Public Comment on 01/03/1997

[...]

By September 1, 1997, Sandoz and Chiron each are required to grant a non-exclusive license to Rhone-Poulenc Rorer ("RPR"), with whom Ciba, Sandoz and Chiron have entered into a letter of intent for this purpose. If the agreement between RPR and Ciba, Sandoz, and Chiron were to fall through, Ciba, Sandoz and Chiron would be required to license these assets to another licensee who has received Commission approval by September 1, 1997. Under the terms of the proposed Order, the license granted to RPR, or an alternative licensee, must include the right to sublicense in fields that are not developed by RPR or the licensee, as well as a technology transfer from Sandoz of necessary HSV-tk know-how, including know-how relating to vectors, within one year of execution of the license.

[...]

Third, to ensure the continued research, development, manufacture and sale of Factor VIII gene therapy products for the treatment of hemophilia A, the proposed Order requires that by September 1, 1997, Sandoz shall either: (1) convert its exclusive license for the use in gene therapy of the partial Factor VIII gene to a non-exclusive license; or (2) grant to RPR a sublicense to those gene therapy Factor VIII rights. At the option of the sublicensee, Sandoz may be required to provide technical information and know-how relating to Factor VIII gene therapy products.

Finally, to ensure the continued research, development, manufacture and sale of chemoresistance gene therapy products in the United States, the proposed Order requires that neither Ciba, Chiron, Sandoz nor Novartis shall acquire exclusive rights in intellectual

property and technology related to the MDR-1 and/or MRP genes. With exclusive rights to the genes necessary for this treatment area, both parties would have potentially dominating intellectual property rights for the use of the MDR-1 or MRP chemoresistance genes in gene therapy. The merger combines the parties' two competing chemoresistance gene therapy programs and potentially concentrates the important intellectual property rights for these genes. Thus, the proposed restriction on exclusive licensing of the MDR-1 and MRP genes will ensure access to the chemoresistance genes to at least one other competing company.

The proposed Order also provides for the appointment of a trustee if Novartis and/or Chiron fail to grant any of these licenses within the appropriate time period. In that event, the trustee is authorized to divest either Sandoz' or Chiron's HSV-tk businesses in their entirety.

Cephalon, Inc., et al.; Analysis To Aid Public Comment

<https://www.federalregister.gov/documents/2004/08/25/04-19443/cephalon-inc-et-al-analysis-to-aid-public-comment>

Cephalon, Inc., et al.; Analysis To Aid Public Comment A Notice by the Federal Trade Commission on 08/25/2004

The proposed Consent Agreement therefore requires Cephalon to grant a license and transfer all of its technological know-how and intellectual property related to Actiq ("Actiq license assets") to an upfront buyer no later than ten days after the acquisition is consummated. Cephalon has selected Barr Laboratories, Inc. ("Barr") as the upfront buyer. Barr is a reputable generic manufacturer and is well-positioned to manufacture a generic version of Actiq. If the Commission determines that Barr is not an acceptable purchaser, or if the manner of the grant, license, delivery or conveyance is not acceptable, Cephalon and Cima must rescind the transaction with Barr and grant, license, deliver or otherwise convey the Actiq license assets to a Commission-approved buyer not later than six months from the date the Order becomes final. Should they fail to do so, the Commission may appoint a trustee to divest the Actiq license assets.

[...]

With the licenses and technology transfer provided by Cephalon, Barr will be able to compete aggressively in the BTCP market against Actiq. The proposed remedy also prohibits Cephalon from making certain regulatory filings that would delay FDA approval of Barr's generic Actiq. These provisions ensure that Barr will be in a position to launch a generic version of Actiq no later than OVF launch, eliminating the anticompetitive effects of the proposed acquisition and providing patients with earlier access to a lower priced generic product.

Hospira, Inc., and Mayne Pharma Limited; Analysis of Proposed Consent Order To Aid Public Comment

<https://www.federalregister.gov/documents/2007/01/29/E7-1291/hospira-inc-and-mayne-pharma-limited-analysis-of-proposed-consent-order-to-aid-public-comment>

Hospira, Inc., and Mayne Pharma Limited; Analysis of Proposed Consent Order To Aid Public Comment on 01/29/2007

The consent agreement in this matter settles alleged violations of federal law prohibiting unfair or deceptive acts or practices or unfair methods of competition. The attached Analysis to Aid Public Comment describes both the allegations in the draft complaint and the terms of the consent order—embodied in the consent agreement—that would settle these allegations.

[...]

The proposed remedy contains several provisions to ensure that the divestitures are successful. The Order requires Hospira and Mayne to provide transitional services to enable the Commission-approved acquirers to obtain all of the necessary approvals from the FDA. These transitional services include technology transfer assistance to manufacture the Products in substantially the same manner and quality employed or achieved by Hospira and Mayne.

Novartis AG; Analysis of Agreement Containing Consent Order To Aid Public Comment

<https://www.federalregister.gov/documents/2005/07/25/05-14548/novartis-ag-analysis-of-agreement-containing-consent-order-to-aid-public-comment>

Novartis AG; Analysis of Agreement Containing Consent Order To Aid Public Comment on 07/25/2005

The consent agreement in this matter settles alleged violations of Federal law prohibiting unfair or deceptive acts or practices or unfair methods of competition. The attached Analysis to Aid Public Comment describes both the allegations in the draft complaint and the terms of the consent order—embodied in the consent agreement—that would settle these allegations.

[...]

Further, Novartis is required to provide technology transfer assistance to enable Amide to obtain all necessary FDA approvals as soon as possible.

[...]

Novartis is also required to provide technology transfer assistance to enable Amide to obtain all necessary FDA approvals to manufacture and sell desipramine hydrochloride, rifampin, and orphenadrine citrate for itself.

Teva Pharmaceutical Industries Ltd. and Barr Pharmaceuticals, Inc; Analysis of Agreement Containing Consent Orders To Aid Public Comment

<https://www.federalregister.gov/documents/2008/12/29/E8-30831/teva-pharmaceutical-industries-ltd-and-barr-pharmaceuticals-inc-analysis-of-agreement-containing>

Teva Pharmaceutical Industries Ltd. and Barr Pharmaceuticals, Inc; Analysis of Agreement Containing Consent Orders To Aid Public Comment on 12/29/2009

The consent agreement in this matter settles alleged violations of federal law prohibiting unfair or deceptive acts or practices or unfair methods of competition. The attached Analysis to Aid Public Comment describes both the allegations in the draft complaint and the terms of the consent order—embodied in the consent agreement—that would settle these allegations.

[...]

The proposed remedy contains several provisions to ensure that the divestitures are successful. The Order requires Teva and Barr to provide transitional services to enable the Commission-approved acquirers to obtain all of the necessary approvals from the FDA. These transitional services include technology transfer assistance to manufacture the Products in substantially the same manner and quality employed or achieved by Teva or Barr.

Sun Pharmaceutical Industries Ltd.; Analysis of Agreement Containing Consent Orders to Aid Public Comment

<https://www.federalregister.gov/documents/2008/08/20/E8-19213/sun-pharmaceutical-industries-ltd-analysis-of-agreement-containing-consent-orders-to-aid-public>

Sun Pharmaceutical Industries Ltd.; Analysis of Agreement Containing Consent Orders to Aid Public Comment on 08/20/2008

The consent agreement in this matter settles alleged violations of federal law prohibiting unfair or deceptive acts or practices or unfair methods of competition. The attached Analysis to Aid Public Comment describes both the allegations in the draft complaint and the terms of the consent order—embodied in the consent agreement—that would settle these allegations.

[...]

The proposed remedy contains several provisions to ensure that the divestitures are successful. The Order requires Sun to provide transitional services to enable the Commission-approved acquirer to obtain all of the necessary approvals from the FDA. These transitional services include technology transfer assistance to manufacture the Products in substantially the same manner and quality employed or achieved by Sun.

Schering-Plough Corporation; Analysis of Agreement Containing Consent Orders to Aid Public Comment

<https://www.federalregister.gov/documents/2007/11/30/E7-23291/schering-plough-corporation-analysis-of-agreement-containing-consent-orders-to-aid-public-comment>

Schering-Plough Corporation; Analysis of Agreement Containing Consent Orders to Aid Public Comment on 11/30/2007

The consent agreement in this matter settles alleged violations of federal law prohibiting unfair or deceptive acts or practices or unfair methods of competition. The attached Analysis to Aid Public Comment describes both the allegations in the draft complaint and the terms of the consent order—embodied in the consent agreement—that would settle these allegations.

[...]

The proposed remedy contains several provisions to ensure that the divestitures are successful. The Order requires Schering-Plough to provide transitional services to enable the Commission-approved acquirer to obtain all of the necessary approvals from the USDA. These transitional services include technology transfer assistance to manufacture the Products in substantially the same manner and quality employed or achieved by Schering-Plough and Akzo-Nobel.

Mylan Laboratories and E. Merck oHG; Analysis of Agreement Containing Consent Orders to Aid Public Comment

<https://www.federalregister.gov/documents/2007/10/10/E7-19892/mylan-laboratories-and-e-merck-ohg-analysis-of-agreement-containing-consent-orders-to-aid-public>

Mylan Laboratories and E. Merck oHG; Analysis of Agreement Containing Consent Orders to Aid Public Comment on 10/10/2007

The consent agreement in this matter settles alleged violations of federal law prohibiting unfair or deceptive acts or practices or unfair methods of competition. The attached Analysis to Aid Public Comment describes both the allegations in the draft complaint and the terms of the consent order—embodied in the consent agreement—that would settle these allegations.

[...]

The proposed remedy contains several provisions to ensure that the divestitures are successful. The Order requires Mylan and Merck to provide transitional services to enable the Commission-approved acquirer to obtain all of the necessary approvals from the FDA. These transitional services include technology transfer assistance to manufacture the Products in substantially the same manner and quality employed or achieved by Merck.

American Home Products Corp.; Proposed Consent Agreement With Analysis to Aid Public Comment

<https://www.federalregister.gov/documents/1994/11/28/94-29181/american-home-products-corp-proposed-consent-agreement-with-analysis-to-aid-public-comment>

American Home Products Corp.; Proposed Consent Agreement With Analysis to Aid Public Comment on 11/28/1994

In settlement of alleged violations of federal law prohibiting unfair acts and practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would require, among other other things, a New Jersey-based corporation to divest its tetanus and diphtheria vaccine business to a Commission-approved buyer, to license Cyanamid's rotavirus vaccine research to a Commission-approved licensee, and to discontinue reporting arrangements with licensees that may provide competitively sensitive information. The consent agreement also would prohibit, for ten years, the respondent from acquiring any interest in any entity engaged in the clinical development, or manufacture and sale, of tetanus, diphtheria, or rotavirus vaccines in the United States without prior Commission approval.

[...]

``Cyanamid's Rotavirus Vaccine Research" means:

- (1) All of the patents and patent applications that Cyanamid holds, has an option to hold or is licensed to practice under and that are directed to the development of a vaccine to protect humans against rotavirus disease;
- (2) All of the know-how that Cyanamid received from licensors or developed itself that is directed to the development of a vaccine to protect humans against rotavirus disease;
- (3) All of the biochemical materials, including, but not limited to, reagents, cell lines, monoclonal antibodies, baculovirus stocks and rotavirus stocks that are directed to the development of a vaccine to protect humans against rotavirus disease; and
- (4) All documentation, written materials, and other relevant data that are directed to the development of a vaccine to protect humans against rotavirus disease;

[...]

The proposed Consent Order also requires AHP to license, within one year, on a nonexclusive basis, the Cyanamid rotavirus vaccine research assets to a

Commission-approved licensee. If AHP fails to find an approved licensee within one year, then the Commission may appoint a trustee to license the Cyanamid rotavirus vaccine research assets on an exclusive basis to an approved licensee. AHP is also required under the proposed Order to provide technical advice, assistance and training to enable the licensee to continue the Cyanamid rotavirus research as an ongoing project.

Baxter International, Inc., and Wyeth Corporation; Analysis To Aid Public Comment

<https://www.federalregister.gov/documents/2003/01/08/03-309/baxter-international-inc-and-wyeth-corporation-analysis-to-aid-public-comment>

Baxter International, Inc., and Wyeth Corporation; Analysis To Aid Public Comment
A Notice by the Federal Trade Commission on 01/08/2003

The Consent Agreement also requires the parties to license certain additional know-how that relates, but does not exclusively relate, to propofol to the propofol acquirer.

[...]

Pursuant to the terms of the Order, the Commission has appointed William E. Hall as a Monitor Trustee to ensure Baxter's and Wyeth's compliance with all of the requirements of the Order. Mr. Hall has over 30 years of experience in the pharmaceutical industry and is well-respected in the industry. In order to ensure that the Commission remains informed about the status of the proposed divestitures and the transfers of assets, the Consent Agreement requires Baxter and Wyeth to file reports with the Commission periodically until the divestitures are accomplished.

Chemicals and Materials

Quaker Chemical Corporation and Global Houghton Ltd.; Analysis of Agreement Containing Consent Orders To Aid Public Comment

<https://www.federalregister.gov/documents/2019/07/30/2019-16152/quaker-chemical-corporation-and-global-houghton-ltd-analysis-of-agreement-containing-consent-orders>

Quaker Chemical Corporation and Global Houghton Ltd.; Analysis of Agreement Containing Consent Orders To Aid Public Comment on 07/30/2019

To remedy harm in the market for AHRO, Quaker will divest to Total: (1) Houghton's formulations, intellectual property, including patent for non-oleic acid formula, trade secrets, including know-how for its AHRO; (2) customer contracts for North America; (3) key Houghton employees that are responsible for the commercial and technical aspects of the AHRO business; and (4) adjacent products including fire resistant hydraulic fluids.

To remedy harm in the market for SCRO, which includes sheet cold rolling oil, TPRO, and pickle oil, Quaker will divest to Total: (1) Houghton's formulations, trade secrets and intellectual property, including know-how for sheet cold rolling oils, TPRO, and pickle oil; (2) customer contracts for North America; (3) key Houghton employees that are responsible for the commercial and technical aspects of the SCRO business; and (4) SCRO and TPRO cleaners.

Dainippon Ink and Chemicals, Incorporated; Analysis To Aid Public Comment

<https://www.federalregister.gov/documents/2003/02/25/03-4396/dainippon-ink-and-chemicals-incorporated-analysis-to-aid-public-comment>

Dainippon Ink and Chemicals, Incorporated; Analysis To Aid Public Comment on 02/25/2003

Ciba will receive all of the assets it needs to replace the competition offered by Sun Chemical in the perylene market before the Proposed Acquisition. Under the Consent Agreement, Sun Chemical will divest its entire perylene business to Ciba. The divestiture includes: All of Sun Chemical's current perylene products; all perylene research and development; manufacturing technology; scientific know-how; technical assistance and expertise; customer lists; raw material, intermediate, and finished product inventory; and perylene product names, codes, and trade dress. Because Sun Chemical manufactures perylenes through toll manufacturers, no manufacturing equipment or facilities are included in the divestiture. Instead, as required by the Consent Agreement, Ciba has entered into contracts with Sun Chemical's perylene toll manufacturers—Lobeco Products and Forth Technologies—that will become effective upon closing the divestiture.

Additionally, the Consent Agreement includes several measures to ensure an effective transition of the tangible and intangible assets related to the perylene business from Sun Chemical to Ciba. First, Ciba will have the opportunity to hire one or more Sun Chemical employees who have key responsibilities in connection with the company's perylene business. These former Sun Chemical employees will help Ciba not only to understand Sun Chemical's perylene manufacturing, research, and development process, but also to identify any missing or incomplete assets in the divestiture. Second, the Consent Agreement requires Sun Chemical to provide technical assistance to Ciba for a period of one year following the divestiture to help Ciba successfully take over Sun Chemical's perylene product line. Third, under the Consent Agreement, the Commission may appoint an interim monitor to supervise the transfer of assets and assure that Sun Chemical provides adequate technical assistance to Ciba.

Finally, in the event that the divestiture of Sun Chemical's perylene business to Ciba fails, the Consent Agreement includes certain contingent provisions to remedy the Proposed Acquisition's anticompetitive effects. If, before the Commission finalizes the Consent Order in this matter, the Commission notifies Dainippon that Ciba is not an acceptable acquirer of

Sun Chemical's perylene business or that the manner in which the divestiture to Ciba was accomplished was not acceptable, the Consent Agreement requires Dainippon to rescind the transaction with Ciba and divest Sun Chemical's perylene business to an acquirer that receives the prior approval of the Commission within ninety (90) days of the rescission. Additionally, if Dainippon does not divest Sun Chemical's perylene business to either Ciba or a Commission-approved acquirer within the time required by the Consent Agreement, the Commission may appoint a trustee to divest Sun Chemical's perylene business in a manner that satisfies the requirements of the Consent Agreement.

Owens Corning; Analysis of Agreement Containing Consent Order to Aid Public Comment

<https://www.federalregister.gov/documents/2007/11/01/E7-21509/owens-corning-analysis-of-agreement-containing-consent-order-to-aid-public-comment>

Owens Corning; Analysis of Agreement Containing Consent Order to Aid Public Comment on 11/01/2007

The purpose of the divestiture and licensing is to give AGY all assets and know-how necessary for the production and sale CFM products.

[...]

The proposed Decision and Order also allows for the parties to enter into transition agreements for the short term provision of services, including an agreement for the supply of the raw materials for the production of Marbles. [...]

United States v. Ecolab Inc., et al.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2013/04/18/2013-09055/united-states-v-ecolab-in-c-et-al-proposed-final-judgment-and-competitive-impact-statement>

United States v. Ecolab Inc., et al.; Proposed Final Judgment and Competitive Impact Statement on 04/18/2013

On April 8, 2013, the United States filed a Complaint alleging that the proposed acquisition by Ecolab Inc. of Permian Mud Service, Inc., would violate Section 7 of the Clayton Act, 15 U.S.C. 18. The proposed Final Judgment, filed the same time as the Complaint, requires Ecolab Inc. to divest certain assets Permian has been using to provide deepwater production chemical management services in the Gulf of Mexico.

[...]

The divestiture package, which is fully described in the proposed Final Judgment, includes, among other things, Champion deepwater chemicals and know-how, a broad right to hire, the tangible and intangible assets Champion currently uses to serve customers in the Gulf, and additional rights and options designed to transfer know-how and customer accounts to the acquirer, which are discussed in more detail below.

1. Champion Deepwater Chemicals and Know-How

The proposed Final Judgment transfers to the acquirer the chemical formulations and know-how that allow Champion to successfully compete for deepwater PCMS opportunities in the Gulf. Going forward, the acquirer will have exclusive rights in the Gulf to provide the chemical formulations that Champion's current customers use and trust, and the know-how needed to apply these formulations effectively to current and future projects.

Defendants use a variety of specially-formulated chemical solutions to provide deepwater PCMS in the Gulf. Although many of the raw chemicals used in these blends are manufactured by third parties, each deepwater PCMS provider in the Gulf has its own unique formulations and know-how relating to the blending and use of these chemicals. These formulations and know-how represent an important qualitative aspect of the deepwater PCMS provided by the Defendants.

Industrial and Engineering

United States v. Vulcan Materials Company, SPO Partners II, L.P., and Aggregates USA, LLC, Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2018/01/16/2018-00578/united-states-v-vulcan-materials-company-spo-partners-ii-lp-and-aggregates-usa-llc-proposed-final>

United States v. Vulcan Materials Company, SPO Partners II, L.P., and Aggregates USA, LLC, Proposed Final Judgment and Competitive Impact Statement on 01/16/2018

[...]

All intangible assets used in the production and sale of aggregate at the quarries and yards listed in Paragraphs II(E)(1)–(3), including but not limited to, all contractual rights, patents, licenses and sublicenses, intellectual property, copyrights, trademarks, trade names, service marks, service names, technical information, computer software (including dispatch software and management information systems) and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, quality assurance and control procedures, design tools and simulation capability, all manuals

and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees, and all data (including aggregate reserve testing information) concerning the facilities listed in Paragraphs II(E)(1)–(3).

Mustad International Group NV and Mustad Connecticut, Inc.; Proposed Consent Agreement With Analysis to Aid Public Comment

<https://www.federalregister.gov/documents/1995/08/15/95-20142/mustad-international-group-nv-and-mustad-connecticut-inc-proposed-consent-agreement-with-analysis-to>

Mustad International Group NV and Mustad Connecticut, Inc.; Proposed Consent Agreement With Analysis to Aid Public Comment on 08/15/1995

In settlement of alleged violations of federal law prohibiting unfair acts and practices and unfair methods of competition, this consent agreement, accepted subject to final Commission approval, would require a Bulle, Switzerland-based company and its Bloomfield, Connecticut-based subsidiary to divest assets or technology in its manufacture and sale of roll horseshoe nails.

[...]

It is further ordered that:

A. Mustad shall divest, absolutely and in good faith, by May 15, 1996, either (i) Capewell as an ongoing business, or (ii) four (4) Functioning Nail Machines and one (1) Spare Nail Machine and shall grant a perpetual non-exclusive license of the Technology and Knowhow to the acquirer.

[...]

C. If Mustad divests the Functioning Nail Machines and Spare Nail Machine, then upon reasonable notice from the acquirer to respondents, respondents shall provide such assistance to the acquirer as is reasonably necessary to enable the acquirer to produce Rolled Horseshoe Nails in substantially the same manner and quality employed or achieved by the respondent prior to divestiture. Such assistance shall include reasonable consultation with knowledgeable employees and training for a period of time sufficient to satisfy the acquirer's management that its personnel are appropriately trained in the production of rolled horseshoe nails. Respondents shall convey all know-how necessary to produce rolled horseshoe nails in substantially the same manner and quality employed or achieved by respondent prior to divestiture. However, respondents shall not be required to continue providing such assistance for more than one (1) year from the date of divestiture. Respondents shall charge the acquirer its own direct costs for providing such assistance.

United States v. Raytheon Company and Texas Instruments Inc.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/1997/07/23/97-19315/united-states-v-raytheon-company-and-texas-instruments-inc-proposed-final-judgment-and-competitive>

United States v. Raytheon Company and Texas Instruments Inc.; Proposed Final Judgment and Competitive Impact Statement on 07/23/1997

Definition of "MMIC Business"

[...]

2. all intangible assets purchased by Raytheon relating to the MMIC Business, including but not limited to all patents, licenses and sublicenses, intellectual property, maskwork rights, technical information, know-how, trade secrets, drawings, blueprints, designs, design protocols, cell libraries, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, quality assurance and control procedures, design tools and simulation capability, and all manuals and technical information TI provides to its own employees, customers, suppliers, agents or licensees;

[...]

A. Raytheon is hereby ordered and directed in accordance with the terms of this Final Judgment, within one hundred and eighty (180) calendar days after the filing of the Complaint in this matter, or five (5) days after notice of the entry of this Final Judgment by the Court, whichever is later, to divest the MMIC Business to an acquirer acceptable to DOJ and DoD in their sole discretion.

United States v. Smiths Group plc, et al.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2017/04/10/2017-07099/united-states-v-smiths-group-plc-et-al-proposed-final-judgment-and-competitive-impact-statement>

United States v. Smiths Group plc, et al.; Proposed Final Judgment and Competitive Impact Statement on 04/10/2017

On March 30, 2017, the United States filed a Complaint alleging that Smiths Group plc's ("Smiths") proposed acquisition of Morpho Detection, LLC and Morpho Detection International, LLC ("Morpho") from Safran S.A. would violate Section 7 of the Clayton Act, 15 U.S.C. 18. The proposed Final Judgment, filed at the same time as the Complaint, requires Smiths to divest Morpho's global explosive trace detection business.

[...]

The Divestiture Assets also include all intangible assets used in connection with Morpho's global ETD business, including, but not limited to, all patents, licenses and sublicenses, intellectual property (including the ionization process technology, the high-volume particle vapor sampling technology, and the mass spectrometry technology), copyrights, trademarks and trade names (excluding trademarks and trade names related to the words "Morpho" or "Morpho Detection"), service marks, service names, technical information, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, customization and design of new algorithms, engineering specifications, specifications for materials, specifications for parts and components, safety procedures for the handling of materials and substances, quality assurance and control procedures, design tools and simulation capability, all manuals and technical information defendants provide to their own employees, customers, suppliers, agents or licensees, and all research data relating to Morpho's global ETD business, including, but not limited to, designs of experiments, and the results of successful and unsuccessful designs and experiments.

United States v. General Electric Co., et al.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2011/09/06/2011-22623/united-states-v-general-electric-co-et-al-proposed-final-judgment-and-competitive-impact-statement>

United States v. General Electric Co., et al.; Proposed Final Judgment and Competitive Impact Statement on 09/06/2011

On August 29, 2011, the United States filed a Complaint alleging that the proposed acquisition by General Electric Company ("GE") of CVT Holding SAS, Financière CVT SAS, and Converteam Group SAS would violate Section 7 of the Clayton Act, 15 U.S.C. 18. The proposed Final Judgment, filed at the same time as the Complaint, requires GE to divest the Converteam Electric Machinery Business, which produces low-speed synchronous electric motors used in reciprocating compressors in the oil and gas industry, and includes its production facility located in Minneapolis, Minnesota, as well as certain tangible and intangible assets associated with the business.

[...]

The proposed Final Judgment also requires divestiture of tangible and intangible assets associated with the Converteam Electric Machinery Business. These assets will provide the acquirer with the physical tools (e.g., equipment, inventory, business records, and the like), and the bank of knowledge and rights (e.g., manufacturing know-how, contractual rights, and the like) needed to create an independent producer of LSSMs equivalent to Converteam's current operations.

[...]

Notwithstanding paragraphs II(G)(3)(a) and (b) above, the Acquirer shall grant to defendants a non-exclusive, perpetual, worldwide, non-transferrable, royalty-free license to patents, copyrights, know-how, and other intellectual property (including but not limited to product designs, drawings, manufacturing techniques, specifications, product bills of materials, and supply chain information) owned by the Converteam Electric Machinery Business that prior to the filing of the Complaint in this matter were used in the design, development, manufacture, marketing, servicing, and/or sale of induction motors, brushless exciters, turbo generators, and/or synchronous generators designed, developed, produced, or sold by the Converteam Electric Machinery Business.

United States v. Parker-Hannifin Corporation and CLARCOR Inc.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2018/01/30/2018-01741/united-states-v-parker-hannifin-corporation-and-clarcor-inc-proposed-final-judgment-and-competitive-impact-statement>

United States v. Parker-Hannifin Corporation and CLARCOR Inc.; Proposed Final Judgment and Competitive Impact Statement on 01/30/2018

[...]

All intangible assets owned, licensed, controlled, or used primarily by the Facet Filtration Business, including, but not limited to, all patents, licenses and sublicenses, intellectual property, copyrights, trademarks, trade names, service marks, service names (excluding any trademark, trade name or service mark, or service name containing the names “Clarcor,” “PECO,” or “PECOFacet,” except to the extent the Acquirer is required under existing U.S. military contracts for EI-qualified Aviation Fuel Filtration Products to use the name “PECOFacet,” but in no event shall such use extend beyond one year following the entry of this Final Judgment), technical information, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, quality assurance and control procedures, design tools and simulation capability, manuals and technical information defendants provide to their own employees, customers, suppliers, agents, or licensees, and research data concerning historic and current research and development efforts, including, but not limited to, designs of experiments, and the results of successful and unsuccessful designs and experiments.

United States v. Martin Marietta Materials, Inc. et al.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2018/05/04/2018-09458/united-states-v-martin-marietta-materials-inc-et-al-proposed-final-judgment-and-competitive-impact-statement>

United States v. Martin Marietta Materials, Inc. et al.; Proposed Final Judgment and Competitive Impact Statement on 05/04/2018

[...]

Intangible assets used in the production and sale of aggregate at the Forsyth Quarry, including but not limited to, all contractual rights, patents, licenses and sublicenses, intellectual property, copyrights, trademarks, trade names, service marks, service names (provided, however, that such marks and names shall not include the term “Martin Marietta”), technical information, computer software (including dispatch software and management information systems) and related documentation (provided, however, that the Acquirer may elect to acquire extracted data relating to the Forsyth Quarry without the accompanying software), know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, specifications for parts and devices, safety procedures for the handling of materials and substances, quality assurance and control procedures, design tools and simulation capability, all manuals and technical information Martin Marietta provides to its own employees, customers, suppliers, agents, or licensees, and all data (including aggregate reserve testing information) concerning the Forsyth Quarry.

United States v. ASSA ABLOY AB, et al.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2023/05/15/2023-10343/united-states-v-assa-abloy-ab-et-al-proposed-final-judgment-and-competitive-impact-statement>

United States v. ASSA ABLOY AB, et al.; Proposed Final Judgment and Competitive Impact Statement on 05/15/2023

[...]

9. all other intangible property, including (i) commercial names and d/b/a names, (ii) technical information, (iii) computer software and related documentation, know-how, trade secrets, design protocols, specifications for materials, specifications for parts, specifications for devices, safety procedures (e.g., for the handling of materials and substances), quality assurance and control procedures, (iv) design tools and simulation capabilities, and (v) rights in internet websites and internet domain names.

United States v. United Technologies Corporation, et al.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2020/04/24/2020-08764/united-states-v-united-technologies-corporation-et-al-proposed-final-judgment-and-competitive-impact>

United States v. United Technologies Corporation, et al.; Proposed Final Judgment and Competitive Impact Statement on 04/24/2020

[...]

All intangible assets related to or used in connection with the Military Airborne Radios Business, including but not limited to: All patents; licenses and sublicenses; intellectual property; copyrights; trademarks, trade names, service marks, and service names (excluding any trademarks, trade names, service marks, or service names containing the name “Raytheon”); technical information; computer software and related documentation; customer relationships, agreements, and contracts; know-how; trade secrets; drawings; blueprints; designs; design protocols; specifications for materials; specifications for parts and devices; safety procedures for the handling of materials and substances; quality assurance and control procedures; design tools and simulation capability; all manuals and technical information Raytheon provides to its own employees, customers, suppliers, agents, or licensees; and all research data concerning historic and current research and development efforts, including but not limited to designs of experiments and the results of successful and unsuccessful designs and experiments; [...]

Food and Beverage

United States v. Anheuser-Busch InBev SA/NV, et al.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2020/10/30/2020-24056/united-states-v-anheuser-busch-inbev-sanv-et-al-proposed-final-judgment-and-competitive-impact>

United States v. Anheuser-Busch InBev SA/NV, et al.; Proposed Final Judgment and Competitive Impact Statement

On September 18, 2020, the United States filed a Complaint alleging that the proposed acquisition by Anheuser-Busch Companies, LLC (“AB Companies”), a minority shareholder in Craft Brew Alliance, Inc. (“CBA”), of the remaining shares of CBA would violate Section 7 of the Clayton Act, 15 U.S.C. 18. AB Companies is a wholly-owned subsidiary of Anheuser-Busch InBev SA/NV (“ABI”). The proposed Final Judgment, filed at the same time as the Complaint, requires ABI, AB Companies, and CBA to divest Kona Brewery, LLC, which houses CBA's entire Kona brand business in the State of Hawaii, among other related tangible and intangible assets, and to license to the acquirer the Kona brand in Hawaii.

[...]

Definitions included in Divestiture Assets:

[...]

8. all other intangible property, including (a) commercial names and d/b/a names, (b) technical information, (c) computer software and related documentation, know-how, trade secrets, design protocols, specifications for materials, specifications for parts, specifications for devices, safety procedures (e.g., for the handling of materials and substances), quality assurance and control procedures, (d) design tools and simulation capabilities, and (e) rights in internet web sites and internet domain names.

[...]

As part of the divestiture, Defendants are required to provide an exclusive and perpetual license to all intellectual property used or held for use in connection with the brewing, developing, packaging, importing, distributing, marketing, promoting, or selling of Kona products in Hawaii, including the “Kona” brand name. Because the competitive harm alleged in the Complaint is centered in the state of Hawaii, the proposed remedy is also centered in the state of Hawaii. The United States has approved PV Brewing Partners, LLC (“PV Brewing”), as the acquirer.

United States v. B.S.A. S.A., LAG Holding, Inc., and The Kraft Heinz Company; Complaint, Proposed Final Judgment, and Competitive Impact Statement

<https://www.federalregister.gov/documents/2021/12/27/2021-27959/united-states-v-bsa-sa-lag-holding-inc-and-the-kraft-heinz-company-complaint-proposed-final-judgment>

United States v. B.S.A. S.A., LAG Holding, Inc., and The Kraft Heinz Company; Complaint, Proposed Final Judgment, and Competitive Impact Statement on 12/27/2021

On November 10, 2021, the United States filed a Complaint alleging that B.S.A. S.A.'s proposed acquisition of The Kraft Heinz Company's natural cheese business would violate Section 7 of the Clayton Act, 15 U.S.C. 18. The proposed Final Judgment, filed at the same time as the Complaint, requires B.S.A. S.A. to divest The Kraft Heinz Company's Athenos business—including the worldwide rights to the Athenos brand, under which The Kraft Heinz Company sells feta cheese and other products—to Emmi Roth USA, Inc. or an alternative acquirer approved by the United States.

[...]

“Shared Recipes License” means a perpetual, royalty-free, paid-up, irrevocable, worldwide, non-exclusive license to the formulas, recipes and related trade secrets, know-how, confidential business information and related data that, on or prior to the date of the signing of the Asset Preservation and Hold Separate Stipulation and Order by Defendants, were used by Kraft Heinz for the production of cheese sold under both (i) the Polly-O Brand Name and (ii) any name other than the Polly-O Brand Name.

[...]

Under the Shared Recipes License defined in Paragraph II.X of the proposed Final Judgment, the acquirer will also receive a perpetual, royalty free, paid-up, irrevocable, worldwide, non-exclusive license to the formulas, recipes and related trade secrets, know-how, confidential business information and related data that were used by Kraft Heinz for the production of cheese sold under both the Polly-O Brand Name and any other Kraft Heinz brand name. The Shared Recipes License will enable the acquirer to produce and sell Polly-O cheeses that share recipes with any other Kraft Heinz product.

United States, et al. v. Dairy Farmers of America, Inc. and Dean Foods Company; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2020/06/02/2020-11857/united-states-et-al-v-dairy-farmers-of-america-inc-and-dean-foods-company-proposed-final-judgment>

United States, et al. v. Dairy Farmers of America, Inc. and Dean Foods Company; Proposed Final Judgment and Competitive Impact Statement on 06/02/2020

On May 1, 2020, the United States filed a Complaint alleging that Dairy Farmers of America, Inc.'s ("DFA") proposed acquisition of certain assets from Dean Foods Company would violate Section 7 of the Clayton Act, 15 U.S.C. 18. The proposed Final Judgment, filed at the same time as the Complaint, requires DFA to divest three dairy processing plants and related tangible and intangible assets.

[...]

The divestiture buyer of each Divestiture Plant will receive transitional licenses to the national brands, TruMoo and Dairy Pure. Because Dairy Pure frequently is cobranded, the divestiture buyer will be able to use the transitional license to continue to cobrand products while it changes its packaging and rebrands its products. The TruMoo brand makes up a small percentage of the sales at the Divestiture Plants and is not necessary for the future viability of the Divestiture Plants and related business. Therefore, the divestiture buyers will each receive a transitional license for the TruMoo brand. They will also receive a perpetual license to the intellectual property, product formulas, technology, and know-how for TruMoo because consumers value the taste of the TruMoo milk and the divestiture buyers will benefit from the ability to perpetually offer chocolate milk with the same taste. These TruMoo licenses will permit each buyer to transition chocolate milk sales to its local or sub-regional brand, the "Dean's" brand, or another brand of its choice while continuing to use the same chocolate milk formula perpetually.

United States v. Symrise AG, et al. Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2019/11/26/2019-25600/united-states-v-symrise-ag-et-al-proposed-final-judgment-and-competitive-impact-statement>

United States v. Symrise AG, et al. Proposed Final Judgment and Competitive Impact Statement on 11/26/2019

On October 30, 2019, the United States filed a Complaint alleging that Symrise AG's proposed acquisition of IDF Holdco, Inc. and ADF Holdco, Inc.'s chicken-based food ingredients business would violate Section 7 of the Clayton Act, 15 U.S.C. 18. The proposed Final Judgment, filed at the same time as the Complaint, requires Symrise AG to divest its Banks County facility in Georgia that manufactures and sells chicken-based food ingredients.

[...]

4. All intangible assets used in the development, production, servicing, and sale of Chicken-Based Food Ingredients manufactured at the Banks County facility, including, but not limited to all patents; licenses and sublicenses; intellectual property; copyrights; trademarks; trade names; service marks; service names; technical information; computer software and related documentation; know-how; trade secrets; drawings; blueprints; designs; design protocols; specifications for materials; specifications for parts and devices; safety procedures for the handling of materials and substances; quality assurance and control procedures; design tools and simulation capability; all manuals and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees relating to Chicken-Based Food Ingredients manufactured at the Banks County facility including but not limited to designs of experiments and the results of successful and unsuccessful designs and experiments.

(1) Defendant Symrise shall license to Acquirer, through a perpetual and transferable license that is paid up, royalty free, worldwide, and irrevocable, any know-how, including research and development information, unpatented inventions, rights in research and development, and technical data or information, that is (i) controlled by Defendant Symrise, (ii) used in or necessary to the development, production, servicing, and sale of Chicken-Based Food Ingredients manufactured at the Banks County facility, and (iii) used in or necessary to the development, production, servicing, and sale of other Symrise products;

United States v. InBev NV/SA, InBev USA LLC, and Anheuser-Busch Companies, Inc.; Response to Public Comments on the Proposed Final Judgment

<https://www.federalregister.gov/documents/2009/03/10/E9-5018/united-states-v-inbev-nvsa-inbev-usa-llc-and-anheuser-busch-companies-inc-response-to-public>

United States v. InBev NV/SA, InBev USA LLC, and Anheuser-Busch Companies, Inc.; Response to Public Comments on the Proposed Final Judgment on 03/10/2009

On November 14, 2008, the United States filed a Complaint alleging that the proposed merger between InBev NV/SA (“InBev”) and Anheuser-Busch Companies, Inc. would violate Section 7 of the Clayton Act, 15 U.S.C. 18 by substantially reducing competition for the sale of beer in the Buffalo, Rochester, and Syracuse, New York, metropolitan areas.

[...]

Second, to ensure that the Acquirer can brew Labatt beer without any loss of quality or consistency, the proposed Final Judgment requires Defendants to sell to the Acquirer all production know-how for Labatt brand beer, including recipes, packaging and marketing and distribution know-how and documentation.

Agriculture

United States of America v. Bayer AG and Monsanto Company; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2018/06/13/2018-12202/united-states-of-america-v-bayer-ag-and-monsanto-company-proposed-final-judgment-and-competitive>

United States of America v. Bayer AG and Monsanto Company; Proposed Final Judgment and Competitive Impact Statement on 06/13/2018

On May 29, 2018, the United States filed a Complaint alleging that Bayer AG’s proposed acquisition of Monsanto Company would violate Section 7 of the Clayton Act, 15 U.S.C. § 18. The proposed Final Judgment, filed at the same time as the Complaint, requires Bayer AG to divest a substantial collection of assets relating to seeds and traits, crop protection, and digital agriculture.

[...]

The proposed Final Judgment also requires Bayer to transfer all intangible assets used by these businesses, such as patents, know-how, and licenses or permits issued by government agencies.

United States v. Zen-Noh Grain Corporation, et al.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2021/06/08/2021-11916/united-states-v-zen-noh-grain-corporation-et-al-proposed-final-judgment-and-competitive-impact>

United States v. Zen-Noh Grain Corporation, et al.; Proposed Final Judgment and Competitive Impact Statement on 06/08/2021

[...]

c. licenses, permits, certifications, approvals, consents, registrations, waivers, and authorizations issued or granted by any governmental organization, and all pending applications or renewals;

d. all records and data, including (a) customer and supplier lists, accounts, sales, and credit records, (b) production, repair, maintenance, and performance records, (c) manuals and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees, (d) accounting and operating records and ledgers; (e) sales and marketing records, including local marketing plans and sales and advertising materials, (f) records and research data concerning historic and current research and development activities, and (g) drawings, blueprints, and designs; and

e. all other intangible property, including, (a) technical information, (b) design tools and simulation capabilities, (c) computer software and related documentation, know-how, trade secrets, design protocols, specifications for materials, specifications for parts, specifications for devices, safety procedures (e.g., for the handling of materials and substances), and quality assurance and control procedures, provided, however, that any intellectual property associated with the brand names Bunge, CGB, Zen-Noh, and ZGC is not included in the Divestiture Assets.

Technology and Software

United States v. Computer Associates International, Inc.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/1999/06/17/99-15419/united-states-v-computer-associates-international-inc-proposed-final-judgment-and-competitive-impact>

United States v. Computer Associates International, Inc.; Proposed Final Judgment and Competitive Impact Statement on 06/17/1999

On May 25, 1999, the United States filed a Complaint and on June 8, 1999, the United States filed amendments to the Complaint. The Complaint, as amended, alleges that the proposed acquisition by Computer Associates International, Inc. (CA) of PLATINUM Technology International, Inc. (Platinum) would violate Section 7 of the Clayton Act, 15 U.S.C. 18, in the markets for the following systems management software products used on IBM and IBM-compatible mainframe computers with the MVS (now renamed OS/390) or VSE operating systems.

[...]

The Platinum Assets include, but are not limited to: [...]

(4) All development tools, development environments, proprietary programming languages, know-how, designs, drawings, specifications, research data, trade secrets, copyrights, rights

under patents, and all other intellectual property which Platinum has used to develop, upgrade, or maintain a Divested Product;

(5) All software programs, instructions, manuals, know-how, trade secrets, or documentation that Platinum has used or supplied to a user of a Divested Product to facilitate installation or operation of any Divested Product, or to facilitate migration or conversion to the use of any Divested Product from the use of any other product;

[...]

The Final Judgment filed in this case is meant to ensure defendants' prompt divestiture of the Platinum Assets for the purpose of preserving and maintaining competition that currently exists between Computer Associates and Platinum in the markets for the development, sale and maintenance of the mainframe software products described in the Complaint and thereby to remedy the anticompetitive effects that plaintiff alleges would otherwise result from Computer Associates' proposed acquisition of Platinum. This Hold Separate Stipulation and Order ensures, prior to such divestiture, that the Platinum Assets to be divested be maintained as an independent, economically viable, ongoing business concern during the pendency of the divestiture.

United States v. Bazaarvoice Inc.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2014/05/20/2014-11577/united-states-v-bazaarvoice-inc-proposed-final-judgment-and-competitive-impact-statement>

United States v. Bazaarvoice Inc.; Proposed Final Judgment and Competitive Impact Statement on 05/20/2014

On January 8, 2014, the Court held that Bazaarvoice, Inc.'s June 2012 acquisition of PowerReviews, Inc. violated Section 7 of the Clayton Act, 15 U.S.C. 18. The proposed Final Judgment requires Bazaarvoice to divest the assets it acquired from PowerReviews and adhere to other requirements to fully restore competition in the provision of online product ratings and reviews platforms.

[...]

Specifically, the divestiture of the PowerReviews assets, the license to certain Bazaarvoice patents, the license to sell Bazaarvoice's syndication services, the removal of trade secret restrictions on current and former Bazaarvoice employees, and the freedom for customers to switch from a Bazaarvoice R&R platform to one provided by the acquirer, will provide the acquirer of the divestiture assets with the tools needed to compete effectively in the R&R platform market in the United States.

[...]

Defendant shall provide to Acquirer, at no cost to Acquirer, an irrevocable, fully paid-up perpetual and non-exclusive license to all Bazaarvoice patents and patent applications

related to PRR Platforms issued or filed at the time the Divestiture Assets are sold to Acquirers.

United States v. Intuit Inc., et al.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2020/12/16/2020-27604/united-states-v-intuit-inc-et-al-proposed-final-judgment-and-competitive-impact-statement>

United States v. Intuit Inc., et al.; Proposed Final Judgment and Competitive Impact Statement on 12/16/2020

[...]

all other intangible property, including (a) commercial names and d/b/a names, (b) technical information, (c) computer software and related documentation, know-how, trade secrets, design protocols, quality assurance and control procedures, (d) design tools and simulation capabilities, and (e) rights in internet websites and internet domain names.

Other

United States v. Harris Corporation and L3 Technologies, Inc.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2019/07/10/2019-14659/united-states-v-harris-corporation-and-l3-technologies-inc-proposed-final-judgment-and-competitive>

United States v. Harris Corporation and L3 Technologies, Inc.; Proposed Final Judgment and Competitive Impact Statement on 07/10/2019

[...]

3. all intangible assets, including but not limited to: all patents; licenses and sublicenses; intellectual property; copyrights; trademarks; trade names; service marks; service names; technical information; computer software and related documentation; know-how; trade secrets; drawings; blueprints; designs; design protocols; specifications for materials; specifications for parts and devices; safety procedures for the handling of materials and substances; quality assurance and control procedures; design tools and simulation capability; all manuals and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees; and all research data concerning historic and current research and development efforts, including but not limited to designs of experiments and the results of successful and unsuccessful designs and experiments.

United States v. ZF Friedrichshafen AG, et al.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2020/01/31/2020-01759/united-states-v-zf-friedrichshafen-ag-et-al-proposed-final-judgment-and-competitive-impact-statement>

United States v. ZF Friedrichshafen AG, et al.; Proposed Final Judgment and Competitive Impact Statement on 01/31/2020

[...]

All intangible assets, including, but not limited to: All patents; licenses and sublicenses; intellectual property; copyrights; trademarks; trade names; service marks; service names (excluding any trademark, trade name, service mark, or service name containing the name “WABCO”); technical information; computer software (including software developed by third parties), and related documentation; know-how; trade secrets; drawings; blueprints; designs; design protocols; specifications for materials; specifications for parts and devices; safety procedures for the handling of materials and substances; quality assurance and control procedures; design tools and simulation capability; all manuals and technical information WABCO provides to its own employees, customers, suppliers, agents, or licensees; and all research data concerning historic and current research and development efforts, including, but not limited to, designs of experiments, and the results of successful and unsuccessful designs and experiments.

United States v. Novelis Inc., et al., No. 1:10-cv-02033 (CAB); Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2020/05/22/2020-11073/united-states-v-novelis-inc-et-al-no-110-cv-02033-cab-proposed-final-judgment-and-competitive-impact>

United States v. Novelis Inc., et al., No. 1:10-cv-02033 (CAB); Proposed Final Judgment and Competitive Impact Statement on 05/22/2020

[...]

All intangible assets related to or used in connection with the operation of the Lewisport Rolling Mill, including, but not limited to: All patents; licenses and sublicenses; intellectual property; copyrights; trademarks; trade names; service marks; service names; technical information; computer software (including software developed by third parties) and related documentation; know-how; trade secrets; drawings; blueprints; designs; design protocols; specifications for materials; specifications for parts and devices; safety procedures for the handling of materials and substances; quality assurance and control procedures; design tools and simulation capability; all manuals and technical information Aleris provides to its own employees, customers, suppliers, agents, or licensees; and all research data

concerning historic and current research and development efforts, including, but not limited to, designs of experiments, and the results of successful and unsuccessful designs and experiments.

United States v. Thales S.A. and Gemalto N.V.; Proposed Final Judgment and Competitive Impact Statement

<https://www.federalregister.gov/documents/2019/03/11/2019-04293/united-states-v-thales-sa-and-gemalto-nv-proposed-final-judgment-and-competitive-impact-statement>

United States v. Thales S.A. and Gemalto N.V.; Proposed Final Judgment and Competitive Impact Statement on 03/11/2019

[...]

(3) all other intangible assets primarily related to the production, operation, research, development, sale, or support of any GP HSM Product, including but not limited to (i) licenses, permits, certifications, and authorizations issued by any governmental organization; contracts or portions of contracts, teaming arrangements, agreements, leases, commitments, certifications, and understandings, including supply agreements; customer lists, histories, contracts, accounts, and credit records; repair and performance records; documentation relating to software development and changes; manuals and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees; data and records relating to historic and current research and development efforts, including but not limited to designs of experiments and the results of successful and unsuccessful experiments; records relating to designs or simulations, safety procedures for the handling of materials and substances, and quality assurance and control procedures; and other records; and (ii) intellectual property rights, including but not limited to patents, licenses and sublicenses, copyrights, trademarks, trade names, service marks, service names, technical information, computer software and related documentation, know-how, trade secrets, drawings, blueprints, designs, design protocols, specifications for materials, and specifications for parts and devices (but not including the name "THALES" in any trademark, domain name, trade name, or service).