



# OCPLA NEWSLETTER

Orange County Patent Law Association

[www.ocpla.org](http://www.ocpla.org)

Vol. 11, No. 2

February 2005

## FEBRUARY LUNCHEON MEETING

Please join us at our next luncheon meeting on Wednesday, February 23, 2005, when we are pleased to present **Brian Daucher** and **Aaron Malo** of Sheppard, Mullin, Richter & Hampton, LLP, who will speak on Bankruptcy Considerations in Intellectual Property Licensing: Concerning the Unthinkable.

As a licensor, how do you ensure that you can get your intellectual property back if a licensee goes bankrupt? As a licensee, how do you ensure that your business won't suffer disruption if a licensor goes bankrupt?

Sheppard Mullin partners Brian Daucher (IP/Business Litigation) and Aaron Malo (Finance and Bankruptcy) will shed light on a commonly overlooked area in IP licensing - the prospect of bankruptcy. Bankruptcy is never a comfortable topic in license negotiations, given that licensing is an inherently optimistic and hopeful exercise - everyone reasonably expects to benefit. But, because bankruptcy courts have developed disparate rules for treatment and disposition of ostensibly similar intellectual property licenses, it is important to have a basic understanding of the potential impact of drafting choices on the treatment of a license in bankruptcy.

*The lunch will be held at noon at the Wyndham Garden Hotel.*

## MARCH BOARD MEETING

On March 2, 2005, the OCPLA Board of Directors is holding its monthly meeting at noon at Knobbe, Martens, Olson, & Bear LLP

Members who wish to present items for the Board's consideration should contact our

president, Margaret Kivinski, to have their item placed on the agenda, and to verify the time and location of the meeting.

## INSIDE THIS ISSUE . . .

ITEMS	PAGE
Minutiae.....	3
Recent Interesting IP Cases.....	4
Services .....	9
Luncheon Reservation Form .....	11
Spring Seminar Form .....	12-13
2005 Membership Renewal Form .....	14

## MARK YOUR CALENDARS . . .

- February 23, 2005**     **Bankruptcy Considerations in Intellectual Property Licensing: Concerning the Unthinkable**
- March 18-20, 2005**     **OCPLA/SDIPLA Annual Spring Seminar**
- April 27, 2005**     **What to Do When Your Trade Secrets Are Stolen - Litigation**

## MESSAGE FROM THE PRESIDENT

BY MARGARET KIVINSKI  
THEROX, INC.  
[mkivinski@therox.com](mailto:mkivinski@therox.com)



Thanks to everyone who came out for the January lunch meeting and a warm welcome to all the new members who were there for the first time. I have to apologize for being overly optimistic about being able to cover two distinct but related topics at one lunch meeting. Jay

Jesclard, of Deloitte & Touche Financial Advisory Services, made an informative presentation about the first topic, Valuing Intellectual Property. Judging from the nature of the many questions and audience participation, it is a topic that many of our members have faced and at times struggled with. Unfortunately, that didn't leave much time for our second speaker and topic. A big thank you goes out to Mimi Justice, also of Deloitte & Touche Financial Advisory Services, for agreeing to return to address our group for another lunch meeting devoted to the second topic, calculating and proving patent infringement damages.

At our February lunch meeting, we will hear from both an intellectual property attorney and a bankruptcy attorney about issues that arise in the licensing of intellectual property due to the bankruptcy of either party. Come hear their perspectives of the issues and learn ways to protect your client's business in the event their licensor or licensee goes bankrupt. Find out how these issues can be addressed up front in the license drafting stage or how various licensing provisions might be interpreted in the unfortunate event of a bankruptcy.

Also at our February lunch meeting we will have the unique opportunity to meet and ask questions of some very special guests from the European Patent Office. Especially for those of you who aren't able to make it to the half-day program being held at Whittier Law School earlier that day, this is a chance to meet the presenters and ask them questions while attending our lunch meeting.

We have many more speakers and events being planned for you this year. Please be sure to sign up for the OCPLA Spring Seminar being held March 18-20, 2005 at the Balboa Bay Club in Newport Beach. More information about the seminar can be found in this newsletter. The early bird cut-off is February 18, 2005, so get your reservations in early.

I look forward to seeing you in February.

#### E-MAIL DISTRIBUTION OF THE NEWSLETTER



**The Newsletter is now being transmitted solely by electronic mail.** If you know of anyone who should be, but is not getting this e-mail distribution, please have them contact Neal Cohen at [nmc@cohen-sak.com](mailto:nmc@cohen-sak.com).

#### RSVP ON TIME FOR MONTHLY LUNCHESES

To reduce the likelihood of additional rate increases associated with last minute reservations, and attendance without advance reservations, we encourage you to RSVP early, i.e., no later than by noon on the Friday preceding the meeting, so that we can provide more accurate numbers of luncheon attendees to the hotel. Your efforts to register at least five days in advance of the lunches will be greatly appreciated, both by the hotel and the OCPLA Board of Directors.

In addition, the OCPLA is pleased to announce that the costs for the monthly luncheon meetings for student members has been reduced. Student members can attend the monthly luncheon meetings for \$15 beginning in January 2005.

**REMINDER:** Please remember to RSVP to T.J. Singh instead of Neal Cohen.

#### 2005 MEMBERSHIP RENEWAL

Dues for 2005 will remain at \$35 for attorneys and agents and entitle you to receive the monthly OCPLA newsletter, frequent announcements, and reduced rates for the monthly luncheons and seminars. A membership form is included in this month's newsletter and is also available on our website, at [www.ocpla.org](http://www.ocpla.org). Please renew early to reduce delays in processing your application.

### MARCH SPRING SEMINAR

The OCPLA/SDIPLA annual Spring Seminar will be held on March 18, 2005 to March 20, 2005, at the Balboa Bay Club and Resort in Newport Beach. A reservation form is included in this newsletter. For more information, please contact Amy Durrant at 949-760-0404 or [adurrant@kmob.com](mailto:adurrant@kmob.com).

### MINUTIAE

BY NEAL M. COHEN  
COHEN SAKAGUCHI & ENGLISH LLP  
[nmc@cohen-sak.com](mailto:nmc@cohen-sak.com)



#### The New Patent Fees: A Not-So-Simple Calculation

Everyone should know by now that the patent fee structure was changed on December 8, 2004. So as of December 9, 2004, everyone probably knew to check for the new fees. Well, some folks did not, and as a result were awarded with: 1) abandoned applications filed under 35 U.S.C. § 371 for failing to pay the required fees within 30 months; 2) Notices to File Missing Parts (with a surcharge) for failing to pay the proper filing fees and/or for failing to have sufficient funds in a deposit account; 3) additional claims fees; 4) upset clients. If that's not bad enough, some other folks had these problems based on papers filed exactly on December 8, 2004. That's right, President Bush signed the law on December 8th, and *wham!* any paper filed on that day (even before the law was signed) was subject to the new fee structure.

At least everyone figured out eventually what was going on. Well, not exactly. It wasn't that simple. The new fees didn't just apply to all applications and papers filed after (or on) December 8th. There were (and are) other factors involved. So to cut to the chase, before you figure out what fees the PTO will charge (and hence, what fees to bill to your client), here is a handy dandy PTO new-fee figure-outer:

The new fees (available at [www.uspto.gov](http://www.uspto.gov)) apply:

1. for maintenance fees, **if the maintenance fee is paid** on or after December 8th, 2004;
2. for the new basic filing fee, search fee, examination fee, and application size fee for a regular (non-provisional) national application, **if the application is filed** on or after December 8, 2004;
3. for the national filing fee, search fee, examination fee, and application size fee for an international patent application, **if the basic national fee is paid** on or after December 8, 2004;
4. for filing a provisional patent application, **if the filing fee is paid** on or after December 8, 2004;
5. for other fees (e.g., excess claim fees, extension fees, appeal fees), **if the fees are paid** on or after December 8, 2004.

So it is possible, and quite likely, that many applicants will be required to pay the old filing fee, and the new claim fees. Can you figure out how that would occur? Anyway, the PTO is somewhat sympathetic to the confusion, because although the filing fee (or national fee), search fee, and examination fee are due on filing, failure to pay the search fee and/or examination fee will cause the PTO to issue a notice requiring that any missing search fee and examination fee be paid within a specified period to avoid abandonment, and there will be no surcharge (until further notice, which may come without notice).

Please e-mail any questions, comments, or submissions for future Minutiae columns, to Neal M. Cohen, at [nmc@cohen-sak.com](mailto:nmc@cohen-sak.com). (Note: all submissions must be approved by the Editor prior to publication).

## RECENT INTERESTING IP CASES

BY LEONARD R. SVENSSON  
BIRCH, STEWART, KOLASCH &  
BIRCH, LLP  
[irs@bskb.com](mailto:irs@bskb.com)



### 1. FAILURE TO COMPLY WITH GOVERNMENT CONTRACT TERMS COULD LEAD TO GOVERNMENT ASSUMING OWNERSHIP OF PATENT

*Campbell Plastics Eng'g & Mfg., Inc. v. Brownlee*, 389 F.3d 1243, 73 U.S.P.Q.2d 1357 (Fed. Cir. Nov. 10, 2004)

**Issue:** Can the U.S. Government assume title of an invention made by a government contractor if the contractor fails to comply with the invention disclosure requirements of the contract under the Bayh-Dole Act?  
**Answer:** Yes.

**Background:** On September 25, 1992, Campbell Plastics Engineering and Manufacturing ("Campbell Plastics") entered into a contract with the U.S. Army to develop components of an aircrew protective mask. The contract was awarded as part of a program for small disadvantaged business concerns pursuant to section 8(a) of the Small Business Act, 15 U.S.C. sec. 637(a) (1988). The contract required Campbell Plastics to disclose any inventions developed pursuant to the contract and the contract provided certain formal requirements for doing so. The contract further provided that the government could obtain title to the invention if the contractor failed to properly disclose the invention to the government. Specifically, the contractor was required to disclose any invention to the government on a form "DD Form 882" at certain required intervals.

On October 11, 1992, Mr. Richard Campbell, President of Campbell Plastics, submitted to the Army a DD Form 882 wherein he expressly stated that "no inventions" were developed pursuant to the contract. Mr. Campbell, however, did provide the Army

contract officer with technical details of his developments.

In 1997, Campbell Plastics filed a patent application for a "Sonic Welded Gas Mask and Process." The patent issued in 1999, as U.S. Patent No. 5,895,537 ("the '537 patent"). The '537 patent expressly reserved for the government a paid-up license and "the right in limited circumstances to require the patent owner to license others on reasonable terms as provided for by the terms of Contract No. DAAA15-92-C-0082 awarded by The Army." Campbell Plastics notified the Army in writing of the '537 patent. After an exchange of letters between the parties, the Army concluded that Campbell Plastics forfeited title to the patent by failing to comply with the duty to disclose any inventions to the government.

**Arguments:** Campbell Plastics argued that even though they did not comply with the duty to disclose the invention on the DD Form 882, all technical aspects of the invention were disclosed to the Army and that the Army admittedly had an enabling disclosure of the invention. Campbell Plastics further argued that forfeiture of title is not favored by law, especially where the government has not suffered genuine harm.

**Conclusion:** In 1980, Congress passed the Bayh-Dole Act, 35 U.S.C. secs. 200-212. The Bayh-Dole Act allows nonprofit organizations and small business firms to elect to retain title to any invention by the contractor developed pursuant to a government contract. The Bayh-Dole Act also requires that each government contract entered into under the Act contain provisions that require the contractor to disclose inventions to the government and that the government may receive title to any invention not properly disclosed. The court held that

[t]he reasons for this are clear. Though the Act provides nonprofit organizations and small business firms the right to elect title to a subject invention, it also vests in the

government the right to a paid-up license to practice the invention when the contractor elects to retain title, *id.* [sec.] 202(c)(4), and the right to receive title to the invention in the United States or any other country in which the contractor has not filed a patent application on the invention prior to any pertinent statutory bar date, *id.* [sec.] 202(c)(3). The disclosure provisions of section 202(c)(1) thus provide the government adequate means with which to protect these rights.

The language in the contract that provided for the disclosure requirements was clear and unambiguous. The court reasoned that the contract provided the government, in part,

the opportunity to take title to any invention by the contractor that is or may be patentable and was conceived or first actually reduced to practice in the performance of work under the contract if the contractor fails to disclose on a DD Form 882 the technical aspects of the invention....

...

Sound policy is promoted by the rule of strict compliance with the method of disclosure demanded by the contract.

Because Campbell Plastics's piecemeal submissions do not adequately disclose the subject invention under the parties' contract, the government may take title to the invention....

...

Campbell Plastics afforded the government the opportunity to take title to its patent because Campbell Plastics failed to disclose the invention in the manner specified in the contract.

The court further held that harm to the government is not a requirement for forfeiture.

## 2. AN OFFER TO LICENSE AN INVENTION IS NOT AN OFFER FOR SALE UNDER SECTION 102(b)

*Elan Corp. v. Andrx Pharms., Inc.*, 366 F.3d 1336, 70 U.S.P.Q.2d (BNA) 1722 (Fed. Cir. May 5, 2004)

**Issue:** Is an offer to enter into a license for the future sale of an invention, when and if the invention is developed, an offer for sale under 35 U.S.C. sec. 102(b)? **Answer:** No.

**Facts:** Prior to the December 21, 1993, expiration of U.S. Patent No. 3,998,966 of Syntex Corp., Elan Corp. PLC ("Elan") started developing a controlled-release naproxen formulation for once-daily administration. On August 7, 1987, Elan wrote a letter to Lederle Laboratories ("Lederle") discussing a development and licensing plan relating to the once-daily tablet. Elan filed a patent application on January 14, 1991, which issued on June 10, 1997, as U.S. Patent No. 5,637,320 ("the '320 patent"), directed to the controlled release naproxen formulation. In 1998, Andrx Pharmaceuticals, Inc. ("Andrx") submitted an Abbreviated New Drug Application to the U.S. Food and Drug Administration ("FDA") seeking approval to market its own once-daily naproxen formulation. Elan sued Andrx for infringement of the '320 patent. The district court found that Elan's letter offering to supply tablets to Lederle started the running of the clock for the on-sale bar. The district court also noted that the letter had included a price term and referred to a proposed contract. Elan appealed.

**Argument:** Elan argued that

the plain language ... and un rebutted testimony of both the letter's author and its recipient establish that the letter was not a definite offer, but merely an initial inquiry into whether Lederle would be interested in further discussions about a potential licensing and development project for a product that had not yet been developed and that could not be marketed until at least six years later.

Andrx responded by arguing that Elan mischaracterizes the invalidating commercialization of its product as "licensing/developmental use." Andrx argued that Elan's patent is invalid under the on-sale bar of 35 U.S.C. sec. 102(b) as a result of its having offered to supply the patented tablets to Lederle and other companies.

**Reasoning:** The Federal Circuit agreed with Elan that the district court incorrectly characterized the letter to Lederle as an offer to sell that constitutes an on-sale bar. In *Pfaff v. Wells Elec., Inc.*, 525 U.S. 55, 67, 119 S. Ct. 304, 311, 142 L. Ed. 2d 261, 272, 48 U.S.P.Q.2d (BNA) 1641, 1646-1647 (1998), the Supreme Court explained that "the on-sale bar applies when two conditions are satisfied before the critical date. First, the product must be the subject of a commercial offer for sale. ... Second, the invention must be ready for patenting." In *In re Kollar*, 286 F.3d 1326, 62 U.S.P.Q.2d (BNA) 1425 (Fed. Cir. 2002), the CAFC "held that an offer to license a patent claiming an invention after future research and development had occurred, without more, is not an offer to sell the invention." The letter to Lederle was clear "that Elan was not offering to sell naproxen tablets to Lederle but rather granting a license under the patent and offering Lederle the opportunity to become its partner in clinical testing and eventual marketing...." The letter to Lederle lacked any mention of quantities, time of delivery, place of delivery, or product specifications.

**Conclusion:** The district court erred in holding that Elan's product was the subject of a commercial offer for sale based on Elan's letter to Lederle.

An offer to enter into a license under a patent for future sale of the invention covered by the patent when and if it has been developed, ... is not an offer to sell the patented invention that constitutes an on-sale bar.

The CAFC reversed the district court's invalidation of the '320 patent under section 102(b) and remanded Elan's patent infringement suit.

#### NEW MEMBERS

We are pleased to welcome the following new members to the ranks of the OCPLA. His/her workplace and sponsors are listed.

New Member/Org.	Sponsors
<b>William Anderson</b> The Boeing Company	Charles Silberberg John King
<b>Joshua Harrison</b> Western Digital Corp.	Won Kim Milad Shara
<b>Aneeta Maheshwari</b>	William Brucker Eric Tanezaki
<b>David Jordan</b> McDermott, Will, & Emery	Neal Cohen Greg Hollrigel
<b>Mark Sheen</b> Orrick, Herrington, et al.	Brenda Conner Angela Wende
<b>Nathan Smith</b> Stetina, Brunda, et al	Eric Tanezaki Lowell Anderson

**OCPLA WEBSITE**

Check the OCPLA website at [www.ocpla.org](http://www.ocpla.org) for copies of the OCPLA newsletter, for membership information and for current events of interest to members. Let us have your comments. We will be making changes and improvements as time passes, and your comments will be useful in knowing what to change and what to leave alone. Send comments to "[webmaster@ocpla.org](mailto:webmaster@ocpla.org)."

**OCPLA POLICY**

Although we are open to comments and suggestions, present policy concerning publication of advertisements in this newsletter is as follows: (1) "Positions Wanted," "Positions Available," and other similar ads will be printed free of charge and, unless otherwise requested, will run for two months; (2) Other ads such as word processing, legal support services, and firm announcements will be published for \$15 per issue or \$150 per year (for all 12 issues), payable in advance. We reserve the right to edit each advertisement. Please contact the Newsletter editor to place your ad or with your comments and suggestions.

## BOARD OF DIRECTORS AND COMMITTEE CHAIRS

### BOARD OF DIRECTORS TELEPHONE/E-MAIL

<b>President</b>	Margaret A. Kivinski	949-757-1999 mkivinski@therox.com
<b>V.P./President Elect</b>	John R. King	949-760-0404 jking@kmob.com
<b>Secretary</b>	Leonard R. Svensson	714-708-8555 lrs@bskb.com
<b>C.F.O./Treasurer</b>	Greg S. Hollrigel	949-450-1750 gsh@patlawyers.com
<b>Directors</b>	Neal M. Cohen	(949) 724-1849 nmc@cohen-sak.com
	TJ Singh	(949) 955-1920 tjsingh@koslaw.com
	Marlene Klein	949-932-3132 marlene.klein@cda.canon.com
<b>Immediate Past President</b>	Matthew F. Weil	949-851-0633 mweil@mwe.com

### COMMITTEE CHAIRPERSONS

<b>Annual Seminar</b>	John R. King	949-760-0404 jking@kmob.com
	T.J. Singh	(949) 955-1920 tjsingh@koslaw.com
<b>Copyright Practice</b>	Darren S. Rimer	(949) 367-1541 darren@rimermath.com
<b>Federal Courts</b>	Robert L. Grabarek, Jr.	(949) 263-8400 rgrabarek@crowell.com
<b>Int'l IP Practice</b>	Alexander R. Schlee	310-545-9851 alexschlee@vjp.de
<b>Law Off. Mgmt.</b>	Gabia Pakstys	650-326-3466 gpakstys@sbcglobal.net
<b>Legislative</b>		<b>Position Open</b>
<b>MCLE</b>	Marlene Klein	949-932-3132 marlene.klein@cda.canon.com
<b>Meetings/Programs</b>	T.J. Singh	949-955-1920 tjsingh@koslaw.com
<b>Newsletter Editor</b>	Neal M. Cohen	(949) 724-1849 nmc@cohen-sak.com
<b>Patent Practice</b>	Tom Dao	(949) 476-0757 tom.dao@cph.com
<b>Trade Secrets/Unfair</b>	Scott Feldmann	(949) 263-8400 rfeldmann@crowell.com
<b>Competition Law</b>	Perry J. Viscounty	714-755-8288 perry.viscounty@lw.com
<b>Trademark Practice</b>	Susan Natland	949-760-0404 smn@kmob.com
<b>Luncheon Speakers</b>	Margaret Kivinski	949-757-1999 mkivinski@therox.com
<b>OCPLA Website</b>	Marlene Klein	949-932-3132 marlene.klein@cda.canon.com
<b>OCPLA Database</b>	Greg S. Hollrigel	949-450-1750 gsh@patlawyers.com

## OCPLA NEWSLETTER

Orange County Patent Law Association

The OCPLA Newsletter is a copyrighted publication that is normally published shortly before each OCPLA General Meeting. Copyright © 2004 The Orange County Patent Law Association. All rights reserved. Printed in the United States of America. Reproduction of this newsletter is authorized if the source, author and copyright notice information are provided on all reproductions.

This document is provided for informational purposes only. The articles contributed by identified authors express only the views of the particular author or authors, and do not necessarily reflect the opinions of the Orange County Patent Law Association or its editorial staff. Any questions or comments concerning the articles should be directed to the author. Any errors should be brought to the attention of the Editor so that appropriate corrections can be published in a subsequent edition of the Newsletter.

The OCPLA reserves the right to determine which, if any, submitted articles will appear in this Newsletter.

We hope that the Newsletter is helpful, informative, entertaining and interesting. Comments, ideas, announcements, proposed articles, suggestions and any other communications concerning the content, form or other aspect of this newsletter may be directed to:

OCPLA Newsletter Editor  
**Neal M. Cohen**  
 Cohen Sakaguchi & English LLP  
 2040 Main Street, 9th Floor  
 Irvine, CA 92614  
 Tel: (949) 724-1849  
 Fax: (949) 625-8955  
 E-mail: nmc@cohen-sak.com

**SERVICES, ANNOUNCEMENTS, WANT ADS****MARCELO E. SROKA, CPA**

Wertz & Co., CPAs  
5450 Trabuco Road  
Irvine, CA 92620-5074  
949-756-5000 x218

**STEPHEN T. FREEMAN, ESQ.**

Straddling, Yocca, Carlson & Rauth  
Corporate and Tax Matters  
(949) 725-4000

**NEWPORT PATENT DRAWINGS, INC.**

- High quality drawings
- Reasonable rates
- USPTO/PCT compliance
- Email or hard copy of drawings
- Fast turnaround

(949) 260-0440 (tel.) / (949) 733-8600 (fax)  
www.newportpatentdrawings.com

Ad: xaft0605

**PATENT AGENT / PATENT ATTORNEY**

Klein, O'Neill & Singh, a growing Orange County Intellectual Property law firm seeks a patent agent or patent attorney with at least 2-7 years of patent prosecution experience in electrical, electronics, computer related and mechanical arts. Must be able to work with minimum supervision and training. Must have excellent written and oral communication skills and have top-notch credentials. We offer competitive salary and benefits with a collegial work environment. Email your resume/writing sample to [acalumpang@koslaw.com](mailto:acalumpang@koslaw.com). No phone calls please.

Ad: xaft0305

**Office Available**

Sublease 12' by 14' fully furnished window office available in patent law suite. Join a patent attorney, patent agent and a patent drafter as 4th party. Phone, fax, DSL, high speed copier/printer, computer work station, postage meter. JW airport area, easy parking, close to 405, 55 and 73 freeways. Call: 714/668-1900

Ad: xaft1205

**IP LEGAL SECRETARY FOR COSTA MESA LAW FIRM:**

Paul, Hastings, Janofsky & Walker LLP seeks an IP legal secretary with a minimum of 2+ years experience preferred. Litigation experience would be a plus also. Must have excellent written and verbal communication skills. Proficiency in Microsoft Word and general know of PowerPoint and Excel. Please send resumes to [marilynradley@paulhastings.com](mailto:marilynradley@paulhastings.com) or direct fax to 714 668-6570.

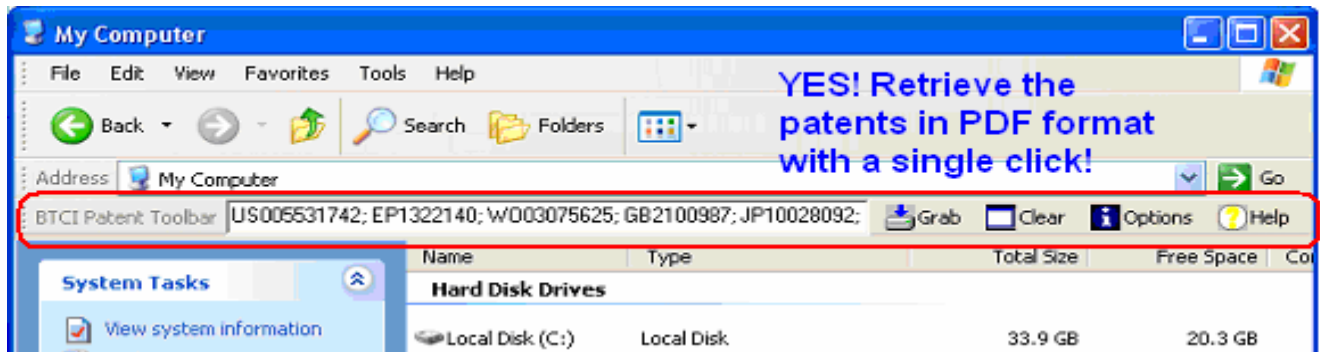
Ad: xaft0205

**OFFICE SPACE AVAILABLE**

2000 sq. ft available for sublease beginning April 1st near the Spectrum. New construction. 3 offices plus open area on first floor. Private entrance, copy area and kitchen. Shared conference room. \$4500 per month. Call Jill Swedo at 949-223-0838 if interested

Ad: xaft0305

## The BTCI Patent Toolbar – your ultimate patent download tool!



- Retrieve any US, EP, WO, JP patents and many other European countries' patents
- Save each downloaded patent in a PDF file
- Retrieve as many patents as you want at any time you want!
- It is so easy to use - simply input patent numbers and then click Grab!
- Seamless integrated with Internet Explorer and Windows Explorer
- No monthly/annual subscription fees. No other hidden fees.
- Free software upgrade and technical support within one year of purchase
- 

Only  
**\$99**

Contact BAO TECHNOLOGY & CONSULTING INC at [BTCI@cox.net](mailto:BTCI@cox.net) for 15 day free trial software.

xaftunk05

## Orange County Patent Law Association

February Meeting

**Date:** Wednesday, February 23, 2005

**Time:** 12:00 Noon; Lunch will be served promptly at 12:15 p.m.

**Location:** Wyndham Garden Hotel  
3350 Avenue of the Arts  
Costa Mesa, California

**Topic:** Bankruptcy Considerations in Intellectual Property Licensing:  
Concerning the Unthinkable

**Speakers:** Brian Daucher and Aaron Malo of Sheppard, Mullin, Richter & Hampton, LLP

**Cost:** \$30 for members, \$15 for students (proof of student status required), and \$35 for non-members

**Reservations:** Please make reservations by filling out the form below and mailing it with a check to T.J. Singh to reach his office address given below, by the Friday before the meeting. If time is short, please also email T.J. at [tjsingh@koslaw.com](mailto:tjsingh@koslaw.com) or call in your reservation to the OCPLA Reservations Line number at (949) 955-1920.

The Orange County Patent Law Association certifies that this activity has been approved for minimum Continuing Legal Education credit by the State Bar Association of California in the amount of 1.0 hour. The Orange County Patent Law Association certifies that this activity conforms to the standards for approved education activities prescribed by the rules and regulations of the State Bar of California governing Minimum Continuing Legal Education. The Orange County Patent Law Association is a State Bar of California MCLE-approved provider.

### Reservation Form

Enclosed is a check for \$\_\_\_\_\_ payable to ORANGE COUNTY PATENT LAW ASSOCIATION for the OCPLA General Membership luncheon on Wednesday, January 26, 2005 for the following person(s):

---



---



---

This form and check should be mailed to:

**T.J. Singh**  
**Attention: OCPLA Lunch Reservations**  
**Klein, O'neill & Singh, LLP**  
**2 Park Plaza, Suite 510**  
**Irvine, CA 92614**  
**Tel: (949) 955-1920**  
**Fax: (949) 955-1921**  
**E-mail: [tjsingh@koslaw.com](mailto:tjsingh@koslaw.com)**



## **MARK YOUR CALENDAR OCPLA SPRING SEMINAR COMING MARCH 18-20, 2005**

Patent, Trademark, Copyright and Foreign IP Updates . . .  
Learn About Recent Cases, Rule Changes and Obtain MCLE Credit

**Early Bird Registration Discount Prior to February 18<sup>th</sup> (See Below)  
Reservation Cutoff March 4, 2005**

**Location:** Balboa Bay Club and Resort, Newport Beach, CA

**Date:** March 18-20, 2005

**Friday, March 18, 2005, Evening:**

- Check in
- Welcome Reception

**Saturday, March 19, 2005, Morning:**

- Patent Law In Review
- Trademark Law In Review
- Copyright Law In Review

**Saturday, March 19, 2005, Afternoon:**

- Claim Interpretation and Markman Hearings
- District Court View Point
- Conflicts of Interest Associated With Client Investments

**Saturday, March 19, 2005, Evening:**

- Banquet

**Sunday, March 20, 2005, Morning:**

- PTO Rule Changes
- Corporate IP Topics
- In-house Counsel Round Table On Patent Prosecution Services and Outsourcing

**8 Hours California MCLE Credit – Including 1 Hour of Legal Ethics**

## 2005 OCPLA/SDIPLA Spring Seminar REGISTRATION FORM

Name: \_\_\_\_\_  
 Firm/Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Adult Guest(s): \_\_\_\_\_

Registration Fees (refunds available through March 15, 2005):

	Early Bird Registration	After 2/18/05	Fill-in Amount(s)
OCPLA/SDIPLA Member	\$340	\$390	\$ _____
Non-Member	\$370	\$420	\$ _____
Guest(s)*	\$100 x _____	\$120 x _____	= \$ _____

Total Enclosed: \$ \_\_\_\_\_

Registration Fee includes:

- 8 hours of MCLE Credits including 1 hour of Legal Ethics
- Course materials (electronic copy on CD)
- Friday Evening Reception
- Saturday Breakfast Buffet
- Saturday Lunch Buffet
- Saturday Evening Reception and Dinner
- Sunday Breakfast Buffet

\*Paid Guests are invited to attend:

- Friday Evening Reception
- Saturday Breakfast Buffet
- Saturday Lunch Buffet
- Saturday Evening Reception and Dinner
- Sunday Breakfast Buffet

Hotel rooms must be obtained directly from the Balboa Bay Club. Please state that you are attending the OCPLA Spring Seminar when making your reservations.

Please send this completed form, with a check made payable to OCPLA, to:

**Amy Durrant**  
**Knobbe, Martens, Olson & Bear, LLP**  
 2040 Main Street, Suite 1400  
 Irvine, CA 92614



# Orange County Patent Law Association

WWW.OCPLA.ORG • P.O. Box 7632 Newport Beach, CA 92658

## 2005 MEMBERSHIP APPLICATION/RENEWAL FORM

**This is an application for (please circle one):**      **Membership Renewal or New Membership**

Member / Applicant Information:

Name: \_\_\_\_\_

Firm/Employer: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail Address (required to receive newsletter): \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_

**Professional Information:**

Are you a member of the California bar?      Yes      No      Bar No. \_\_\_\_\_

Are you a member of the bar of another state  
or the District of Columbia?      \_\_\_\_\_      \_\_\_\_\_      Jurisdiction/Bar No. \_\_\_\_\_

Are you registered to practice before the  
U.S.P.T.O.?      \_\_\_\_\_      \_\_\_\_\_      Reg. No. \_\_\_\_\_

Are you a student?      \_\_\_\_\_      \_\_\_\_\_      School: \_\_\_\_\_

**Please circle not more than TWO committees in which you would like to participate:**

Annual Seminar	Law Office Management	Membership
Copyright Practice	Legislation	Patent Practice
Federal Courts	MCLE	Trademark Practice
International Practice	Meetings/Programs	Trade Secret/Unfair Competition

**Dues Membership Year 2005 (please circle one):**

Regular Membership (attorneys, agents):      \$35.00      **(New Member After 07/01/05)**  
\$17.50

Student Membership      \$17.50      \$ 8.75

Associate Membership (other)      \$35.00      \$17.50

**New Applicants please complete the following:**

I believe I qualify for membership in the Orange County Patent Law Association.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Send Application to OCPLA P.O. Box 7632 Newport Beach, CA 92658**

Two OCPLA member sponsors are required for new applicants. Two undersigned members hereby recommend the above-signed applicant for membership into the Orange County Patent Law Assn.

Sponsor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Sponsor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## 2005 OCPLA EVENTS SCHEDULE

Date	Location	Speaker/Event	Topic
<b>February 23, 2005</b>	Wyndham Garden Hotel	<b>Brian Daucher and Aaron Malo</b> Sheppard, Mullin, Richter & Hampton, LLP	Bankruptcy Considerations in Intellectual Property Licensing: Concerning the Unthinkable
<b>March 18-20, 2005</b>	Balboa Bay Club	TBA	OCPLA/SDIPLA Annual Spring Seminar
<b>April 27, 2005</b>	Wyndham Garden Hotel	<b>R. Scott Feldmann</b> Crowell & Moring, LLP	What to Do When Your Trade Secrets Are Stolen - Litigation



Orange County Patent Law Association  
P.O. Box 7632  
Newport Beach, CA 92658