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THE LACKENBACH ADVANTAGE Since 1923

Featured
PATENTS AND TRADEMARKS
recently issued to
Lackebach Siegel clients

United States Patent Number:

9,280,006

ELECTRO-OPTICAL ELEMENT

Electro-Optical (E-O) crystal elements, their applications and the processes for the preparation thereof. More specifically, the invention relates to the E-O crystal elements (which can be made from doped or un-doped PMN-PT, PIN-PMN-PT or PZN-PT ferroelectric crystals) showing super-high linear E-O coefficient y_c , e.g., transverse effective linear E-O coefficient y_c^t more than 1100 pm/V and longitudinal effective linear E-O coefficient y_c^l up to 527 pm/V, which results in a very low half-wave-length voltage V_x^l below 200V and V_x^t below about 87V in a wide number of modulation, communication, laser, and industrial uses.

Continued on page 4

Negotiating by eMail:

If you typed it, you agreed... RIGHT?

If you've ever congratulated yourself on being able to handle business by email – instead of wasting time writing letters, making phone calls, or traveling – beware. The block signature that appears at the end of your emails – or even your simple “Regards, Sue” – may commit you or your company even if you had no intention of “signing on the dotted line.” You may be entering into major contracts without ever intending to be bound. On the other hand, when you think you've concluded an agreement, you may find that your emails tell a different story.

Email correspondence is a staple of business and personal life. The informalities and shortcuts of using emails for personal communications often seeps into our business correspondence. That is why business people need to think harder about what we say and how we phrase it in emails. And we must pay particular attention to what our signatures, whether automatic or personally typed, can mean. Although not all federal and state courts agree on the legal significance of emails and email signatures, it's best to play it safe when negotiating electronically. Here are some pointers on how to avoid legal disasters in negotiating agreements via email.

Stop misinterpretation before it starts.

State in your emails that you'll be bound only by a final, written contract – not by the thoughts and reactions you express in the email.

In a New York case, for example, an adjuster for the defendants' insurer probably wished that she had made such a statement.

Instead, the adjuster sent the plaintiffs' counsel an email message proposing a tentative agreement agreeing to a settlement, which the plaintiffs then moved to enforce. The defendant argued that

there was no settlement, but the court held that the email was a binding written settlement agreement. First, the email stated the agreement's material terms, contained an expression of mutual assent, and was not conditioned on an actual settlement document to be executed later. Second, the adjuster had apparent authority to settle the case. And third, the email message was capable of enforcement, because the adjuster signed it. Thus the Court said that the circumstances showed the adjuster's intent that her name be treated as a signature – and, as a consequence, that the email was to be treated as the execution of a formal settlement agreement.

Continued on Page 2

U.S. Patent and Trademark Office Statistics

United States trademark application filings in 2015 reached 503,889, up 10.7% from the prior year. On average, trademark first action pendency took 2.9 months, about 3.3% less than last year. The total average pendency of a trademark application is 10.1 months. The vast majority, 82.2% of trademark applications, were processed electronically. The USPTO revenue for trademarks for 2015 was \$273.6 million, contrasted with the astonishing \$2.8 billion for patents (representing 91.6% of all earned revenue). The total cost for a trademark application disposal was \$667 beating the target of \$674. The number of trademarks registered increased from 279,282 to 282,091 over the prior year while renewal rates have remained fairly stable over the last five years. These statistics indicate a relatively high level of efficiency and quality in trademark examinations and processing.

Continued in sidebar on page 3



Lackebach Siegel *today* and Since 1923

If you typed it, you agreed... RIGHT?

Continued from Page 1 - Negotiating by eMail:

If you typed it, you agreed... RIGHT?

Don't assume that an email alone can't be treated as an enforceable contract.

A song lyrics writer in a copyright infringement case in Florida may not have thought that his email would be viewed as an agreement, for example. The writer argued that he hadn't assigned the copyright in lyrics for a commercial adapted from the song "Wavin' Flag" to Coca Cola. But the court pointed to an email, in which the writer had said, "For the adaptation, you may consider it a work for hire with no economic compensation to that respect." The Court said that the law was clear that signed emails can form a contract and that a Florida statute specifically stated that electronic signatures had the same force as written signatures.

The same principle was applied to force a Massachusetts property owner to pay a bill for environmental cleanup. In the case, an environmental cleanup company sent a proposed contract to the property owner for emergency cleanup work. The property owner replied in an email that she accepted the terms. When the property owner asked the Court to discharge the mechanic's lien on her property, claiming that her email signature block did not create a written contract, the Court said that the parties had "entered into a 'written contract' within the meaning of the mechanic's lien statute" when the cleanup company sent the property owner a proposed contract to undertake the work and the property owner responded by email indicating that she agreed with and accepted the proposed contract terms. The court explained, "Nothing in the mechanic's lien statute requires a physical signature...on a piece of paper rather than an acceptance of written contract terms by an electronic signature that is conveyed by email."

Sign on the dotted line... or let your email program insert your signature automatically.

Be aware that even an automatic signature block can bind you as effectively as your handwritten signature.

Although we probably prefer this...



To this...

John Hancock
President
Second Continental Congress
Independence Hall
520 Chestnut St.
Philadelphia, PA

...block signatures are universal – and can have the same effect as a handwritten signature.

Several federal and state cases hold that an electronic signature in an email could constitute a written contract under the federal ESIGN Law and the various state versions of the Uniform Electronic Transactions Act. (See Sidebar on the ESIGN Act and the UETA.)

Consider that a copyright owner won a judgment based on an exchange of emails that had the effect of transferring performance and distribution rights to him. In the Florida copyright infringement and unfair competition case, the plaintiff claimed that a competing satellite television provider infringed its copyrights in programming that had been licensed to the plaintiff. Deciding the issue of the validity of the transfer of U.S. public performance and distribution rights to the plaintiff under the U.S. Copyright Act, the court found that the agreements transferring the rights to Plaintiff satisfy the Copyright Act's writing and signature requirements. The only document without a physical, handwritten signature consisted of an email exchange, and the Court held that under the ESIGN Act, a signature in an email can satisfy the signature requirement of the Copyright Act.

Electronic signatures allowed an Arizona plaintiff to prevail over the defendants, who argued that the contract at issue was invalid under Arizona's enactment law. The Statute of Frauds (the requirement that certain kinds of contracts be memorialized in a writing, signed by the party to be charged, with sufficient content to evidence the contract) because the Complaint did not include a copy of a written and signed contract and the plaintiff has not specifically claimed that "the requirement for a signature is waived or excused." But the Court said that the defendants "included an electronic signature in some of the emails that could constitute the written contract and such 'electronic signatures satisfy any law that requires a signature.'"

Continued on Page 3

ESIGN and UETA ***The Laws of Digital***

Electronic signatures became the law of the land in 2000. Congress made an electronic signature an acceptable "John Hancock" with the Electronic Signatures in Global and National Commerce Act (ESIGN). The Uniform Law Commissioners completed the Uniform Electronic Transactions Act (UETA) in 1999, and all states except New York, Illinois and Washington have adopted a version of the UETA; those three states each have their own versions of an electronic transactions law.

The general intent of the ESIGN Act is to provide that a contract or signature "may not be denied legal effect, validity, or enforceability solely because it is in electronic form." Under both ESIGN and UETA, electronic records and signatures carry the same weight and legal effect as traditional paper documents and handwritten signatures—and are subject to the same tests of authenticity as paper documents. For example, the electronic signature laws retain the rule that a signature is only valid if the signer intends to sign. And UETA requires that electronic signature records be capable of being retained and accurately reproduced for later reference.

Under ESIGN and some state versions of UETA, there is special protection for consumers: electronic records may be used to deliver required information to consumers only if the consumer receives proper disclosure, consents to use electronic records, and has not withdrawn consent. For transactions between businesses, though, the parties' consent is established either by explicit agreement or by the parties' interactions.

We've come a long way?

Long before we went "paperless" — in fact, before there was paper — it was a lot harder to form a contract. Biblical sources and contemporary inscriptions show that contracts were often ratified by virtue of the fact that both parties would walk between the slaughtered pieces of animals assuming the same fate should they fail to keep their promises.

The Babylonians imposed their own rules for contract formation: they would write the terms on a clay tablet, employ a seal, require a group of witnesses to confirm an oath and register a document with the terms agreed upon in a public office. Later, the Romans recited special ritual words.

Under the Eastern Roman Empire, the ritual was superseded by a written form, which recited that oral promises had been exchanged, whether or not they had been. Medieval law required a physical wax seal. After about a thousand years the seal became an impression on the paper contract, then an embossed paper wafer affixed to the contract.

A pen-and-ink signature has become a relic. We've all admired the bold and graceful signatures on the Declaration of Independence. But over the last 20 years any actual personal physical signature has yielded to the email's electronic block signature — a remnant of the earlier elaborate systems.

The Upswing Continues

If you typed it, you agreed... RIGHT?

Continued from Page 2 - Negotiating by eMail:

Spell it out.

But if you do intend your email to be a signed agreement, make that fact clear in the email itself.

For example, a couple who sued an architectural firm for breach of contract found that their emails showed there was in fact no contract. The couple was bound by statements in emails to the firm. For example, one email stated, "I would like to start working with" the firm but have "no time to get into" contract terms at the time "so I would like to target completing a more comprehensive understanding in writing before we get to

contract documents stage if ok with you." And a later email said, "I don't have the time or inclination or see the need to get into doing a contract until we are further along. . . . Also by waiting on paperwork we will have some mileage under our belts in terms of a relationship and will have a sense of how specifically we need to document this and that." It's not surprising that the Court found that the emails did not form an agreement.

Usually, though, the party who didn't clarify an intention to create a contract benefits from the omission. In a patent infringement case, for example, the Court found that a sentence ("It looks ok") in an e-mail from a co-inventor did not constitute a signature for the purpose of assigning the patent. Referring to Illinois law, the Court said, "Although the statute does not define what constitutes an electronic signature, Watters' statement that 'It looks ok' does not indicate his intent to adopt the assignment and thus does not serve as an electronic signature." Accordingly, the Court found that the co-inventor did not assign his rights through e-mail exchanges with the law firm filing the patent application.

The judge in a Texas patent lawsuit also found that an email exchange didn't dispense with the need for the parties' signatures. Counsel for one of the parties wrote in one of the pertinent emails, "I am not guaranteeing or representing that [the client] will sign today—or ever. I think they are signing today." "These e-mails are insufficient to create a binding settlement agreement," the judge wrote.

What does your signature mean?

And if you do intend to make a binding agreement, state explicitly that your electronic signature is intended to authenticate what you've written in the email.

It's important to make it clear in the substance of the email that you intend your email signature to authenticate what you've written. As a California court found, "Even if a printed name can satisfy the signature requirements . . . a printed name is not a signature under contract law simply because the person deliberately printed his or her name. '[I]t is a universal requirement that the

statute of frauds is not satisfied unless it is proved that the name relied upon as a signature was placed on the document or adopted by the party to be charged with the intention of authenticating the writing.' . . . The evidence must also demonstrate that the person printing his or her name intended to execute the document." The court found no evidence that the defendant "intended to execute a settlement agreement by electronic means when he printed his name at the end of his e-mail."

A few more things.

As a precautionary measure, when drafting any written agreements, make crystal clear how the parties will handle email communication.

Remember – what you say in an email can be taken out of the context of any previous – or subsequent – conversations. The email should stand on its own to express your meaning, no more and no less.

If you do realize that you've inadvertently made a statement that could be misconstrued after you've hit "Send" – immediately correct the communication before any action can be taken based on the erroneous email.

Sometimes you may have to "get personal." When the subject is especially sensitive or complicated – pick up the phone or arrange a meeting.

And to avoid email, or any other miscommunication and resulting legal problems, always consult with counsel before and during contract negotiations.



US and PCT Patent Statistics Upswing Continues

Continued from Page 1

For 2015, United States utility patent application figures trended slightly upward yet again. The preliminary total of 589,410 utility patent applications is up roughly 1.02% from the 578,802 in 2014, and again represents an all time high. Of the 298,407 total utility patents that issued in the United States last year, 52.8% (157,438) were issued to residents of foreign countries as compared to 51.9% (156,056) in 2014.

Of the **utility patents** issued to foreign residents, Japanese residents accounted for 52,409 (33.3%). This number is 18% of the total U.S. utility patents issued in 2015. As a percentage of total utility patents, Japan was followed by South Korea (11.4%), Germany (10.6), Taiwan (7.5%), the People's Republic of China (5.2%), Canada (4.4%), France (4.2%), the United Kingdom (4.1%), and Israel (2.3%).

Within the United States, California once again led all States in 2015 with 40,196 utility patent grants (28.5%) of all utility patents issued to U.S. residents. The other major state contributors as a percentage of the utility patent grants in the United States were Texas (7.1%), New York (6.0%), Massachusetts (4.3%), Washington (4.5%), Michigan (3.9%), and New Jersey (3.3%).

Utility patents issuing to U.S. Government agencies in 2015 were similar to the prior year. In 2015, the Navy again outranked all other government agencies, having 362 patents granted, roughly the same as last year, followed by the Department of Health and Human services with 152 patents, the Army with 162 patents, NASA with 106 patents, the Department of Agriculture with 51 patents, the Air Force with 54 patents, and the Department of Energy with 29 patents.

Patent Cooperation Treaty (PCT) filings for 2015 saw an increase in total filings of 1.7% up to 218,000. The following countries were in the top 10 of the total number of applications: the United States (26.3%), Japan (20.3%), China (13.7%), Germany (8.3%), South Korea (6.7%), France (3.9%), the United Kingdom (2.4%), the Netherlands (2.0%), and Switzerland (2.0%).

In 2015, the top five fields of technology for published PCT applications included: computer technology (8.2%), digital communication (8%), electrical machinery, apparatus and energy (7.3%), medical technology (6.3%), and transport (4.3%). The top PCT applicants in 2015 included Huawei Technologies, Qualcomm, ZTE, Samsung Electronics, Mitsubishi Electric, Ericsson, LG Electronics, Philips Electronics, and Hewlett-Packard.

Patents, Trademarks, Copyrights

PATENT CORNER

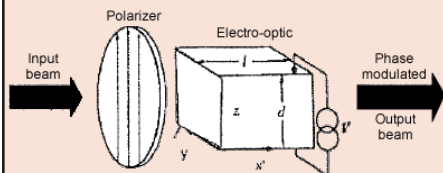
Continued from Page 1

ELECTRO-OPTICAL SINGLE CRYSTAL ELEMENT, METHOD FOR THE PREPARATION THEREOF, AND SYSTEMS EMPLOYING THE SAME

United States Patent Number:
9,280,006

Date of Patent
August 11, 2015

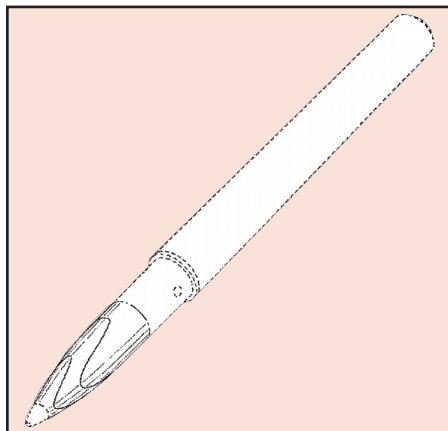
Assignee:
Pengdi Han (US)



Notable, Recent LS Patents

PEN

Patent No.: D747,770
Assignee: Mitsubishi Pencil Company, Limited. (JP)



PHARMACEUTICAL INTERVENTION, METHOD FOR TREATING AN APRAXIA OF SPEECH IN CHILDREN

Patent No.: 9,220,712
Assignee: Gilrose Pharmaceuticals, LLC (US)

PADDLE WHEEL YACHT

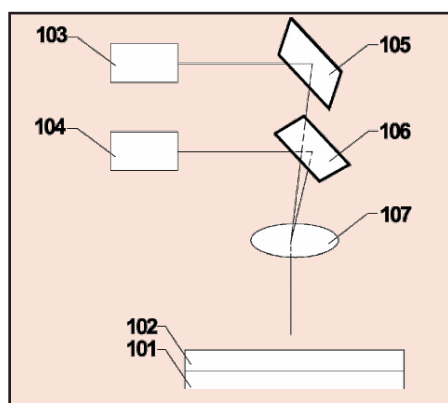
Patent No.: 9,180,931
Inventor: Chongqing Yunhan Marine Tech. Co., Ltd. (CN)

UNIVERSAL COASTER AND STACKING DEVICE

Patent No.: 9,199,765
Assignee: Adnan Lekic (US)

DEVICE AND METHOD FOR IMPROVING CRYSTALLIZATION

Patent No.: 9,190,278
Assignee: EverDisplay Optonics (Shanghai) Limited (CN)

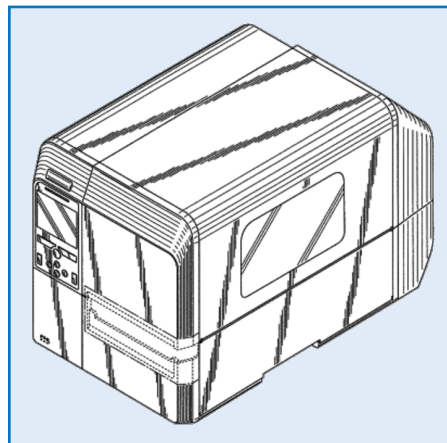


DIGITAL ELECTRET MICROPHONE AND THE CONNECTION STRUCTURE THEREOF

Patent No.: 9,226,081
Assignee: Zilltek Technology (Shanghai) Corp. (CN) and Zilltek Technology Corp. (TW)

LABEL PRINTER

Patent No.: D750,162
Assignee: Sato Holdings Kabushiki Kaisha (JP)

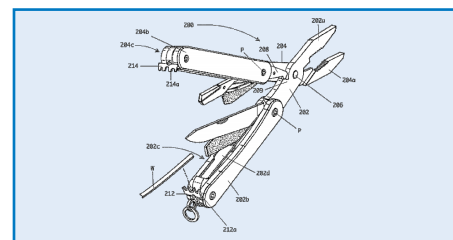


METHOD AND APPARATUS FOR THE OBJECTIVE DETECTION OF AUDITIVE DISORDERS

Patent No.: 9,345,419
Assignee: Centro De Neurociencias De Cuba, (CU)

MULTI-FUNCTION WIRE STRIPPING HAND TOOL AND KIT AND METHOD FOR USING THE SAME

Patent No.: 9,225,153
Inventors: Wayne Anderson, Warren Anderson (US)



REDISPERSIBLE POWDER-DISPERSED COSMETIC

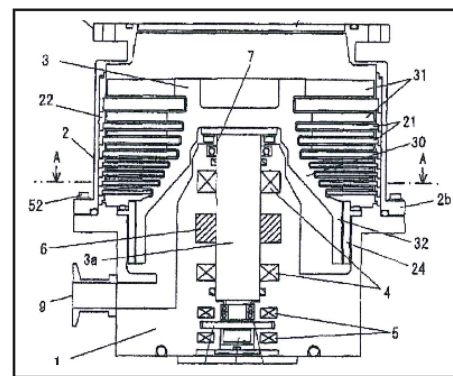
Patent No.: 9,241,884
Assignee: Shiseido Company, Ltd. (JP)

MARKING PEN

Patent No.: D744,592
Assignee: Kuretake Co., Ltd. (JP)

TURBOMOLECULAR PUMP

Patent No.: 9,341,188
Assignee: Shimadzu Corporation (JP)



METHOD FOR NORMALIZING A COMPUTER SYSTEM

Patent No.: 9,230,067
Assignee: Antaios (Beijing) Information Technology Co. Ltd. (CN)

MOBILE SURVEILLANCE CAMERA ENCLOSURE

Patent No.: D752,126
Assignee: Jordan Heilweil, Richard Heilweil, Frank Giunta (US)

SYNTHESIS OF Cs_2I_2 BY A SOLUTION BASED METHOD

Patent No.: 9,334,443
Assignee: Sun Harmonics, Ltd. (CN)

CRYSTAL GROWTH SYSTEM AND METHOD FOR LEAD-CONTAINED COMPOSITIONS USING BATCH AUTO-FEEDING

Patent No.: 9,260,794
Assignee: CTG Advanced Materials, LLC (US)

Continued on Page 6

Domain Names, Internet and Advertising

TRADEMARK CORNER

Notable, recent LS Trademarks

COOP (and Design)

Registrant: Coop Italia, Soc. Coop. A R.L. (Italy)

BEAUTY GARDENER

Registrant: Adamant Co., Ltd. (Japan)

FORTIMO

Registrant: Mitsui Chemicals, Inc. (Japan)

Miscellaneous Design

Registrant: SPB (France)



TEOSYAL RHAPSODY

Registrant: Teoxane SA (Switzerland)

BRENTA (and Design)

Registrant: Frenotecnica S.R.L. (Italy)

LEVOCITRILE

Registrant: Takasago Koryo Kogyo Kabushiki Kaisha (Japan)

ULTRA

Registrant: Ultra Records, LLC (USA)

LOGIVIAGENS (and Design)

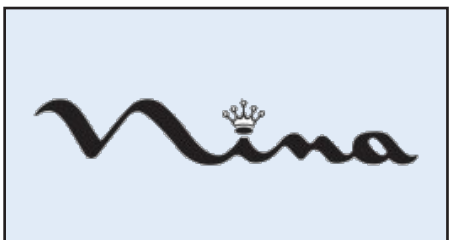
Registrant: Logitravel Viagens E Turismo Ltda. (Brazil)

PRE-INDUSTRIAL FOODS (PIF)

Registrant: Hu Holdings LLC (USA)

NINA (and Design)

Registrant: Nina Footwear Corp. (USA)



LOGITRAVEL (and Design)

Registrant: Logitravel Viagens E Turismo Ltda. (Brazil)



EVERYTHING GANGSTER

Registrant: Adam Paskow (USA)

EZ TRAINER

Registrant: Futek-MSM Patents Ltd. (Canada)

COFEDROL

Registrant: Olimp Laboratories SP. Z O.O. (Poland)

DYNE-A-PAK AZURA

Registrant: Dyne-A-Pak Inc. (Canada)

TICKETROAR

Registrant: Home Team Marketing, LLC (USA)

LOVE IT, FLAUNT IT, YOU'VE GOT IT.

Registrant: Heela Y. Tsuzuki (USA)

NOTE&REST

Registrant: Sekido Co., Ltd. (Japan)

BX BIOGENIX HEALTH & NUTRITION

Registrant: Olimp Laboratories SP. Z O.O. (Poland)



Bug Design

Registrant: Fuji Flavor Co., Ltd. (Japan)

JAPANI.CAN (and Design)

Registrant: JTB Corp. (Japan)



HABEKACIN

Registrant: Meiji Seika Pharma Co., Ltd. (Japan)

WASH'N GO SINGLES

Registrant: Detergent 2.0, LLC (USA)

CRESCENDO COOP (and Design)

Registrant: Coop Italia, Soc. Coop. A R.L. (Italy)



MIZUHO GLOBAL E-SETT.

Registrant: Mizuho Financial Group, Inc. (Japan)

CHALLENGED YOUTH SPORTS

Registrant: Challenged Youth Sports, Inc. (USA)

ROSEMARY AND VINE

Registrant: Green Circle Management, LLC (USA)

EGGQUS

Registrant: Hitachi Aloka Medical, Ltd. (Japan)

RETINUE MEDIA

Registrant: Retinue Media LLC (USA)

HYUNDAI CAPITAL AMERICA (Stylized)

Registrant: Hyundai Capital America (USA)



NATALIS

Registrant: Nisshin Seifun Group Inc. (Japan)

CHALLENGED YOUTH SPORTS

Registrant: Challenged Youth Sports, Inc. (USA)

EVERLAST

Registrant: Everlast World's Boxing Headquarters Corp. (USA)

Continued on Page 7

More Patents

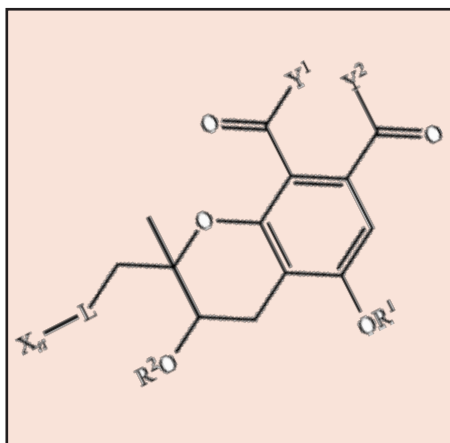
PATENT CORNER

Continued from Page 4: Patent Corner

CHROMAN DERIVATIVE

Patent No.: 9,216,987

Assignee: TMS Co., Ltd. (JP)



SYSTEM FOR MAUFACTURING LAMINATED CIRCUIT BOARDS

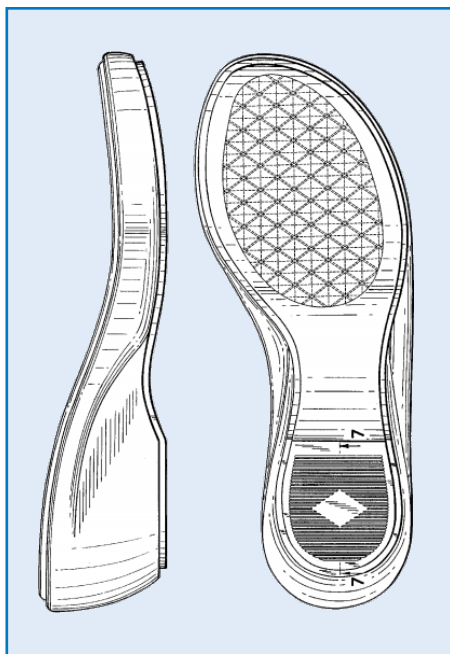
Patent No.: 9,282,651

Assignee: Duetto Integrated Systems, Inc. (US)

SHOE SOLE

Patent No.: D750,362

Assignee: Aerogroup International Holdings, LLC (US)



ASSISTIVE WALKING DEVICE WITH ADJUSTABLE DIMENSIONS

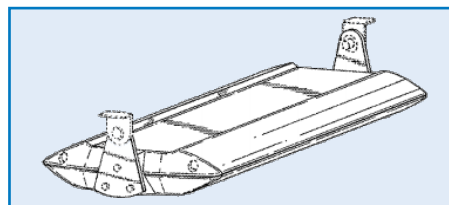
Patent No.: 9,358,175

Inventor: Douglas Bordan (USA)

LAMP

Patent No.: D753,865

Assignee: Herbert Waldmann GmbH & Co. KG (DE)



PIEZOELECTRIC CRYSTAL ELEMENTS OF SHEAR MODE

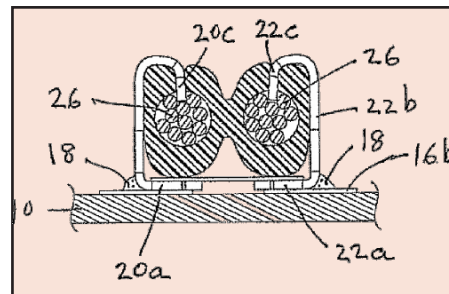
Patent No.: 9,219,223

Assignee: CTG Advanced Materials, LLC (US)

SURFACE MOUNT CONNECTOR FOR ELECTRICALLY ISOLATING TWO INSULATED CONDUCTORS

Patent No.: 9,270,039

Assignee: Zierick Manufacturing Corporation (US)



ADJUSTABLE FURNITURE

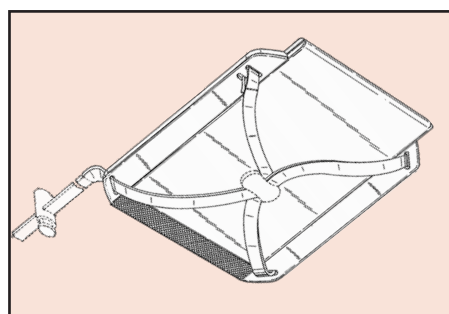
Patent No.: 9,198,521

Assignee: Integrated Furniture Technologies Limited (GB)

ARM POUCH

Patent No.: D747,094

Assignee: Thompson-Weiler Enterprises, LLC (US)



WELD CAP

Patent No.: D753,345

Assignee: Ningbo Geostar Photoelectric Tech., Ltd. (CN)

METHOD FOR PICOSECOND AND FEMTOSECOND LASER TISSUE WELDING

Patent No.: 8,974,444

Assignee: Robert R. Alfano (US)

DISPENSING APPLICATOR FOR FLUIDS

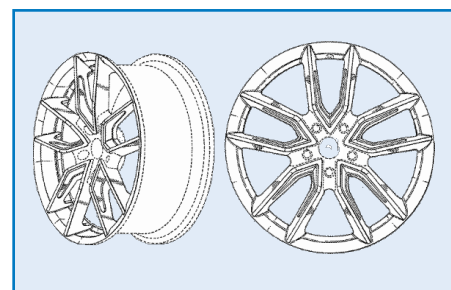
Patent No.: 9,254,375

Assignee: Biomed Packaging Systems, Inc.

VEHICLE WHEEL RIM

Patent No.: D748,030

Assignee: BBS GmbH (DE)



OFFSET HANGER FOR MINIMIZING SPACE BETWEEN FRAME AND WALL

Patent No.: 9,186,001

Inventors: Jeffrey Popkin (US)

JEWELRY DESIGN

Patent No.: D758,240

Assignee: Firestar Diamond, Inc.

OIL-IN-WATER EMULSION COMPOSITION

Patent No.: 9,308,159

Assignee: Shiseido Company, Ltd.

JEWELRY DESIGN

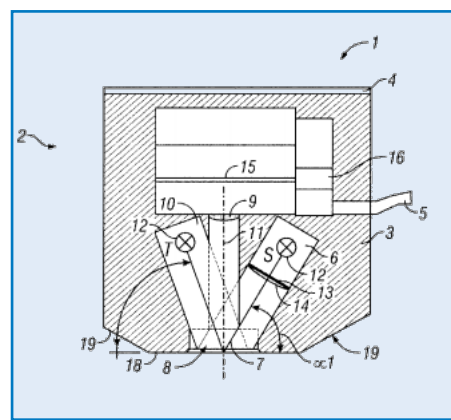
Patent No.: D753,537

Inventor: Nirav Modi

METHOD AND APPARATUS FOR THE EXAMINATION OF AN OBJECT

Patent No.: 9,322,644

Inventor: Wolfgang Weinhold (DE)



More Trademarks

TRADEMARK CORNER

Continued from Page 5: Trademark Corner

SMBScoreCARD

Registrant: Corporate Legacy, Inc. (USA)

SAKURA SALICYLATE

Registrant: Takasago Koryo Kogyo Kabushiki Kaisha (Japan)

SAKURA SALICYLATE

TORAYMILL

Registrant: Toray Kabushiki Kaisha (Japan)

TORAYMILL

TOMOERIVER

Registrant: Tomogawa Co., Ltd. (Japan)

BORSA ITALIANA

Registrant: Borsa Italiana S.P.A. (Italy)

ACCUFLEX

Registrant: Hitachi Aloka Medical, Ltd. (Japan)

KITTY SHACK

Registrant: Lenfest Media Group, LLC (USA)

MIGHTYBITE NANO THE FUTURE OF FISHING!

Registrant: Future of Fishing, Inc. (USA)

ELIE TAHARI

Registrant: Elie Tahari (USA)

BLUESCENT (and Design)

Registrant: JVC Kenwood Corporation (Japan)

BLUESCENT

COLORS BY JENNIFER SKY

Registrant: Samantha Thavasa Japan Limited, Co. Ltd. (Japan)

LELA ROSE

Registrant: Stitch & Couture, Inc. (USA)

1866 GALIVM ANTICA TABERNA (and Design)

Registrant: Galvim Franchising GmbH (Austria)

STEAMLESS

Registrant: Velan Inc. (Canada)

AKISAI

Registrant: Fujitsu Limited (Japan)

HINDEXRV

Registrant: Jeffrey S. Hindin, D.D.S. (USA)

AUDIEN

Registrant: Sound Associates, Inc. (USA)

CAFÉ GRUMPY (and Design)

Registrant: Café Grumpy Holdings, LLC (USA)



NIRAV MODI

Registrant: Nirav Modi (India)

HOME GOODNESS

Registrant: Private Brands Consortium PBC Inc. (Canada)

UNIVERSAL WORKPLACE (Stylized)

Registrant: E-Jan Networks Co. (Japan)

Universal Workplace

JEWELS OF JAIPUR

Registrant: GIE Gold Creations Private Ltd. (India)

KUREDUX

Registrant: Kureha Corporation (Japan)

NEW YORK STONEWEAR

Registrant: New York Stonewear Inc. (USA)

FIXED MILEAGE FLIGHT REWARDS

Registrant: Aimia Canada Inc. (Canada)

BUILT BY US - CREATED BY YOU

Registrant: Stitch Industries, Inc. (USA)

POLA (and Design)

Registrant: Pola Chemical Industries, Inc. (Japan) and Pola Orbis Holdings, Inc. (Japan)

POLA

CLEANSUI (Stylized)

Registrant: Mitsubishi Rayon Co., Ltd. (Japan)

MITSUBISHI RAYON CLEANSUI
Cleansui

BREYER

Registrant: Reeves International, Inc. (USA)

TENCOUNT

Registrant: Michael Williamson (Canada)

CHALLENGED YOUTH SPORTS (and Design)

Registrant: Challenged Youth Sports, Inc. (USA)



COLOR MADE EASY

Registrant: Orchard Yarn and Thread Company, Inc. (USA)

TWIST STICK

Registrant: Beauty Solutions, Ltd. (USA)

HODGEPOD

Registrant: New York Public Radio (USA)

HODGEPOD

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Howard N. Aronson

HAronson@Lackebach.com

Firm Management and Trademark Department

US and International Trademark Portfolio Management and Counseling; Litigation; Licensing; Intellectual Property Counseling

As Managing Partner of the firm for almost two decades, Mr. Aronson is responsible for significant transformations within the firm. Starting with Lackebach Siegel over 35 years ago, in the patent department, he moved into the trademark and litigation departments as infringements and piracy of designer brands became prevalent. Mr. Aronson prides himself in being a contract author to LexisNexis, the largest publisher in the IP field, in connection with four publications, the legal columnist for The Toy Book for the last decade and being routinely ranked among the top ten trademark filers nationally.



Myron Greenspan

MGreenspan@Lackebach.com

Patent Department

US and International Patent Preparation, Filing and Prosecution; Litigation; Intellectual Property Counseling

As the head of the Patent Department, Mr. Greenspan has had primary responsibility for overseeing the department for over two decades – focusing on patent prosecution, strategy, IP portfolio management and litigation. He has counseled clients in connection with numerous areas of IP including licensing, patent validity and infringement issues, international patent prosecution, enforcement and licensing, litigation and appeals in the federal courts. He has lectured extensively on topics of Intellectual Property throughout Russia and litigated patent cases in the US, UK and France.



Rosemarie B. Tofano

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Trademark Department

International Trademark Filing, Prosecution, Maintenance and Enforcement; International Trademark Portfolio Management and Counseling

Rosemarie Tofano heads the firm's International Trademark Department. With over 25 years of experience in the Intellectual Property field, Ms. Tofano counsels clients through all aspects of developing and maintaining their international trademark portfolios. Ms. Tofano not only advises clients on the searching and availability of international trademarks, but also on strategies for growing and protecting their brands worldwide, enforcement of international trademark rights, as well as court actions in over 200 trademark jurisdictions.



Robert B. Golden

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Litigation and Licensing Departments

US Federal Court and Trademark Office Litigation; Licensing; Intellectual Property Counseling

Rob Golden heads the firm's Litigation and Licensing Departments. On the litigation front, Mr. Golden has handled trademark, trade dress, trade secret, patent, copyright, right of publicity, domain name and related cases, all across the country, for a diverse client base. His experience includes trying both jury and non-jury cases in Federal District Courts, arbitrations and mediations, and appeals to Federal Courts of Appeals. He has particular expertise in damage issues and trade dress protection.

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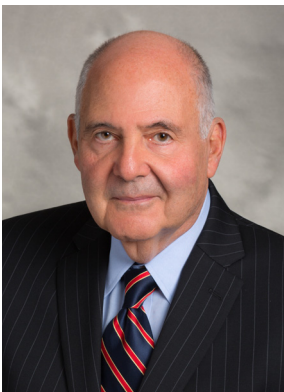
Geoffrey I. Landau

GLandau@Lackebach.com

Trademark Department

US Trademark Searching, Clearance and Opinions; Trademark and Branding Counseling

As head of the firm's U.S. Trademark Search Department, Mr. Landau is responsible for providing advice and counseling to clients seeking to adopt and protect new trademarks (brand names, sound marks, designs, logos, etc.) in the U.S. market. His department provides guidance and formal legal opinions that are the "first step" in securing trademark rights. Clients who wish to satisfy their legal "due diligence" requirements – and to avoid or minimize infringement risks – know Mr. Landau well. Under the tutelage of Mr. Landau, the Search Department also evaluates marks for connotative interpretation.



Marvin Feldman

MFeldman@Lackebach.com

Patent Department

US and International Patent Preparation, Filing and Prosecution; IP Counseling

Marvin Feldman provides his extensive knowledge and experience based upon decades of domestic and international intellectual property representation to clients in a broad range of businesses and technologies to secure and commercialize patents in areas as diverse as the biomedical, pharmacological, information technology and the mechanical arts. Based on such acknowledged legal prowess, he has lectured extensively on the subject of patents in various forums. Notably, after the Peoples' Republic of China enacted patent laws, the government of China invited Mr. Feldman to lecture on patent principles and practice throughout China.



Nancy D. Chapman

NChapman@Lackebach.com

Trademark Department

US Trademark Filing, Prosecution and Maintenance; US Trademark Portfolio Management and Counseling

As the senior U.S. Trademark attorney, Nancy Dwyer Chapman is responsible for application preparation and filing, application prosecution, and registration maintenance matters. Ms. Chapman has been a trademark attorney for more than 40 years. She previously was in-house trademark counsel at The Procter & Gamble Company, PepsiCo, Inc. and the Bristol-Myers Squibb Company. She is the author of numerous articles on trademark issues and has spoken at conferences in the United States and Europe on matters of interest to the trademark bar.



Jeffrey Rollings

JRollings@Lackebach.com

Copyright and Litigation Departments

Copyright Filing and Prosecution; US Federal Court and Trademark Office Litigation; Licensing; Intellectual Property Counseling

Jeffrey Rollings is the chair of the firm's Copyright Department, as well as a member of the Litigation and Licensing Departments. Mr. Rollings oversees all of the firm's copyright registration matters, and has handled several complex appeals of refusals to register by the Copyright Office. He has litigated copyright cases in many federal courts, and also litigates many of the firm's trademark, trade dress, trade secret, and patent cases, in both state and federal courts.

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Cathy E. Shore - Sirotin

CShore@Lackebach.com

Advertising and Litigation Departments

Advertising, Labeling, and Sweepstakes Review and Counseling; U.S. Federal Court and Trademark Office Litigation; IP Acquisition/Diligence

As head of the Advertising Department, Ms. Cathy Shore-Sirotin is responsible for counseling clients and reviewing their advertising, catalogs and promotional materials, including sweepstakes, contests, coupons, and other promotions. Ms. Shore-Sirotin is also a member of the Litigation Department, and handles actions in federal courts throughout the country and before the Trademark Trial and Appeal Board of the U.S. Patent and Trademark Office. Additionally, she counsels clients on trademark and copyright transactional matters, and licensing.



Andrew F. Young

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Patent Department

Global Patent Preparation, Filing and Prosecution; Acquisition and Defense; IP Counseling; Clearance and Infringement

As the supervising patent counsel in the department, Mr. Young has primary responsibility for acquisition, exploitation, management and enforcement of patents internationally, as well as international risk and strategy assessment on behalf of firm clients. His experience includes intellectual property licensing, confidentiality management, patent opinions and clearance, international patent portfolio management and preservation of technology for a wide variety of clients. Mr. Young has counseled clients from initial incubation through all phases of funding and SME growth, to public offering.



Renee L. Duff

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Internet/Computer and Trademark Departments

Domain Name Enforcement; Internet and Website Review and Counseling; US Trademark Searching, Filing, and Prosecution

As Senior Counsel with almost two decades of experience managing intellectual property assets from business, law firm and in-house perspectives, Ms. Duff lends her skills to three different departments of the firm, namely, the trademark, publishing, and licensing departments. Her diverse abilities give her an uncommon combination of experience and insight that makes Ms. Duff a unique resource for clients on issues related to both the commercial and legal sides of intellectual property. She brings a unique creative, entrepreneurial spirit and valued diverse background to legal counseling and representation.



Eileen C. DeVries

EDevries@Lackebach.com

Trademark and Litigation Departments

Trademark Counseling; US Federal Court and Trademark Office Litigation; US Trademark Searching and Clearance

As Counsel to the Trademark, Search and Litigation Departments, Ms. DeVries is involved in representing and counseling clients in connection with their intellectual property portfolios. In the Search Department, her background in litigation allows her to identify issues in trademark clearance that help clients avoid potential conflicts and also to promote their marks effectively. Ms. DeVries also works with the litigation team in federal district courts and before the United States Trademark Trial and Appeal Board.

We Work For You!



Tetsuo Nakatsu

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Japan Desk

Cultural Advisor; Technical Patent Assistance; Client Liaison; Technical Translations; International IP Tactics; Published research author and multiple patent holder



Mary Meschi

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**Trademark Department
Paralegal**

US Trademark Post Registration Renewal; Proof of Use; Specimen Acquisition; Company Name and Corporate Status Diligence; and Docket and Status Reports



Catherine Kynard

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**Patent Department
Paralegal**

Prosecution and Filing of US and Foreign Patents and Appeals; Biotechnology Sequence Preparations; Docket and Status Reports; Assignments



Gina Cancellaro

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Paralegal**

International Trademark Filing, Renewal, Proof of Use, Prosecution, Maintenance, Opposition and Cancellation, Guidance and Direction, and Assignment/Merger Recordation



Judy Hart

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Utility and Design Application Filing Internationally; Prosecution and Appeals; Enforcement; Client Counseling; Overseas Client Coordination; Maintenance; and Patent Filing Document Preparation



Jill Weiss

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Paralegal**

US Trademark Application Filing, Extension Requests; Docket and Status Reports, New Application Research and Drafting, and Client Meeting Agenda Preparation



Eric Menist

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**Litigation Department
Paralegal**

Pleading and Motion Preparation in Federal Courts; Legal Research; Client Correspondence; Legal Memoranda Preparation; Trademark and Copyright Searches; and Copyright Application Preparation



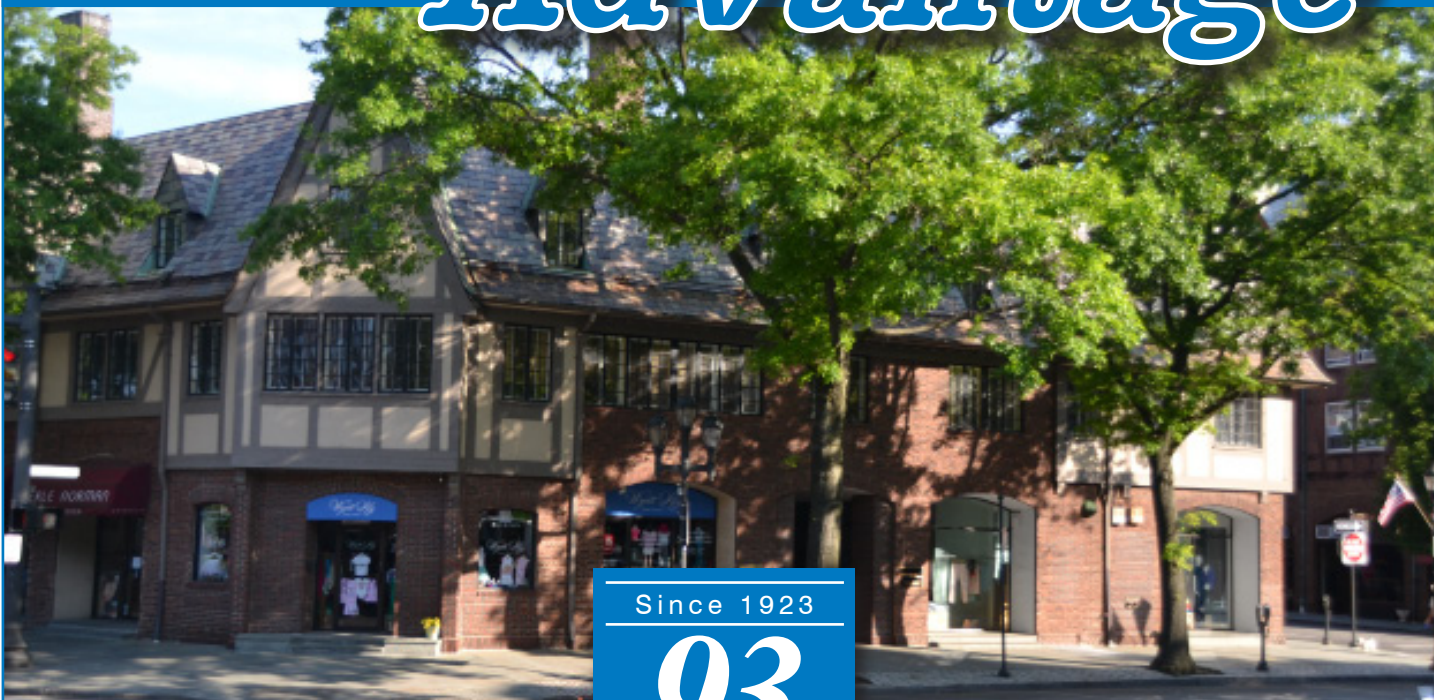
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**Patent Department
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Prosecution and Filing of US and Foreign Patents; Status Reports; Client Coordination; Assignments; Maintenance; and Docket Reports

The LACKENBACH *Advantage*



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YEARS OF INTELLECTUAL
PROPERTY LAW

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Lackenbach Siegel LLP ("LSLLP") is a venerable intellectual property ("IP") boutique law firm. For 93 years our practice has been devoted exclusively to trademark, patent, copyright, advertising, trade secret and related IP matters. We provide our clients with a full range of intellectual property legal services, including general counseling, litigation, licensing, patent and trademark searching, risk assessment, prosecution, rights assignment and acquisition, and other agreement work, including the due diligence in connection with transactional, financial and venture capital matters.

Brand management companies and other trademark-dependent businesses regularly call upon us to negotiate, draft and conduct all necessary due diligence for asset purchase, assignment and other acquisition agreements, sometimes for deals worth hundreds of millions of dollars. We are asked to provide IP advice and opinions in connection with the financing of these acquisitions, including deals involving cutting edge "Bowie bonds." We also help our clients to profit from the ownership and use of trademarks through licensing, both as licensors and licensees. As licensees' counsel, we have been instrumental in obtaining the right to use valuable movie and character properties and designer marks for a variety of clothing and accessory products. Working on behalf of licensors, we have helped a number of designers grow from single product producers to household name "life style" brands.

Our Patent Department reflects our specialization model, with senior attorneys having backgrounds in mechanical, electrical, and chemical engineering, pharmaceuticals, material science, life sciences, and computer science technologies. The firm has a recognized specialty in strategic design protection including design patents and patent valuation. After Apple secured a \$1 Billion dollar verdict against Samsung, based in large measure on its design patents, such protection has become notable. The firms' product design protection expertise is evidenced by its re-

nowned publication, Intellectual Property Counseling & Litigation: Protecting Designs by Trademark, Copyright and Design Patents.

In the current era of the "mega-firm," when most other intellectual property boutiques have disappeared through merger or acquisition, LSLLP has survived - indeed, thrived - by adapting and evolving. While our overall size is modest, our actual numbers of attorneys and support staff rival those of many mega-firm IP departments. Through our unique hiring and staffing practices we can accomplish far more than our mere headcount might suggest. No LSLLP attorney has fewer than 18 years' IP experience; the firm's attorneys average 22 years of experience in IP law.

By virtue of our Westchester location and our enviable efficiency, we are able to operate at much lower overhead than most competitor law firms, resulting in substantially lower billing rates than those of our larger firm counterparts. Our lawyers' experience and subspecializations permit LSLLP to staff matters with fewer attorneys than other firms would need to accomplish the same outcome. Fewer attorneys operating at lower hourly rates results in significant cost savings and communication efficiency for our clients over other firms that offer comparable services.

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INTELLECTUAL PROPERTY
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