

IP

DEVELOPMENTS

'What Do You Mean I Paid for It, but Don't Own It?'

Gary M. Schober

One of the least-understood provisions of copyright law is the treatment of works made for hire. In today's world, with more and more business activity involving the creation of important work product that can be protected with a copyright, there needs to be more awareness of how ownership of works made for hire is treated.

Most noncopyright lawyers, not to mention most nonlawyers, might generally assume a person paying for the development of work product subject to copyright protection, such as software, would be the owner of the copyright in the absence of any agreement providing otherwise.

Intuition and general principles of fairness would probably lead most of us to conclude ownership should lie with the person paying for development of the work product.

For example, if ABC Corp. pays XYZ Corp. a sizable amount of money for the development of software, wouldn't you assume ABC owns the copyright in the software? You may be surprised to learn XYZ very well may own the copyright in the software, even if an agreement between the parties grants title to ABC — or, worse yet, it may actually be quite difficult to determine which party owns the copyright.

The parties concerned

Needless to say, the question of who owns the copyright on a work made for hire could be critically important to all parties involved. Also, ownership of the copyright could be equally important to third parties who may receive licenses to use the work product.

A licensee of the work product, not knowing much about the work product's origin, may, for example, be surprised to learn its licensor doesn't own the work product and the true owner is holding the licensee accountable for copyright infringement. Assuming XYZ owns the copyright in the software, but ABC believes it owns the copyright simply because it paid for the software's development, ABC's licensees will be extremely shocked, to say the least, when they get sued for infringing XYZ's copyright.

In the case of ABC and XYZ, depending upon the facts, either party could own the copyright. Although there aren't enough facts available in our hypothetical situation to conclusively determine ownership for ABC and XYZ, a quick review of the issues would need to be considered in making that determination is possible.

As a general matter, copyright law favors the author or other developer of the work product. Section 201 of the Copyright Act of 1976 provides the copyright in work product "vests initially in the author or authors of the work." Thus, in the absence of an exception to the general rule, the copyright for a work product will be

owned by the developer. For ABC and XYZ, that means XYZ will own the copyright in the software unless an exception is available to ABC.

Work made for hire

One exception to the Copyright Act's presumption in favor of the developer is work made for hire. Work product qualifying as a work made for hire will be owned by the person paying for the work product's development. According to §201, "In the case of a work made for hire, the employer or other person for whom the work was prepared is considered the author for purposes of [the Copyright Act], and, unless the parties have expressly agreed otherwise in a written instrument signed by them, owns all the rights comprised in the copyright."

Applying §201 to the case of ABC and XYZ, if the software is a work made for hire, ABC will own the copyright. Conversely, if it is not a work made for hire, XYZ will own the copyright. Thus, in order to identify the owner of the copyright, we must first determine whether or not the software is a work made for hire. The answer to that question requires an analysis of §101 of the Copyright Act.

Section 101 defines a work made for hire as work product that has been (1) prepared by an employee within the scope of his or her employment or (2) specially ordered or commissioned for use as a contribution to one of the categories of works specifically enumerated in §101, (discussed

Continued on page 2

in more detail below) and the parties expressly agree in a written instrument signed by them that the work product is considered a work made for hire. Whether or not a work product falls within this definition will answer the critically important question regarding ownership for ABC and XYZ. Unfortunately, application of this definition to a set of facts is not always easy.

The definition of work made for hire creates two scenarios in which the person who pays for the development of work product will be anointed owner of the copyright.

The first is relatively straightforward. Work product developed by “an employee within the scope of his or her employment” will be a work made for hire. Pursuant to §201 of the Copyright Act, unless the parties have expressly agreed otherwise in a written instrument signed by them, ownership of the copyright will belong to the employer. This result is likely one most people would expect. It can easily be justified on the basis that the employee is being paid to develop work product for the employer. Since the employer pays the employee for that development, it is reasonable the employer would exclusively benefit from the fruits of the employee’s efforts. Besides, any other result would create considerable confusion in the marketplace, leaving a fair amount of confusion regarding ownership of work product developed by employees. Granting title to the work product to the employer is as practical as it is logical.

But what about the other scenario in which the work product will constitute a work made for hire, resulting in title being in the name of the payor? In attempting to qualify as a work made for hire in this scenario, two criteria must be met.

The first is that the work product must be a contribution to one of the enumerated categories. If it is, then the second test must be met. The second criterion is the parties must expressly agree in a written

instrument signed by them that the work product is considered a work made for hire. It is important to emphasize that both criteria must be satisfied. Having just a written agreement stating that the parties intend for the work product to be a work made for hire may not be enough to qualify for work-made-for-hire status under the Copyright Act.

Categorizing the work

Since the requirement for a written acknowledgment that the work product is a work made for hire is fairly self-explanatory and simple to satisfy, let’s focus on the requirement that the work product be specially ordered or commissioned for use as a contribution to one of the works enumerated in §101. Qualification for work-made-for-hire status (other than in the context of an employer/employee relationship) requires the work product must be a contribution to one of the following: a collective work, part of a motion picture or other audio-visual work, translation, supplementary work, compilation, instructional text, test, answer material for a test, or atlas.

In determining exactly what the Copyright Act means by some of these categories, §101 provides additional insight. For example, it explains a “supplementary work” is work product “prepared for publication as a secondary adjunct to a work by another author for the purpose of introducing, concluding, illustrating, explaining, revising, commenting upon, or assisting in the use of the other work, such as forewords, afterwards, pictorial illustrations, maps, charts, tables, editorial notes, musical arrangements, answer material for tests, bibliographies, appendixes, and indexes.” An “instructional text” includes, according to §101, all work products that are “literary, pictorial, or graphic work prepared for publication and with the purpose of use in systematic instructional activities.”

It would be difficult, if not impossible, to adequately analyze in this article each of the enumerated categories for purposes of determining whether a specific work product can qualify as a work for hire. Suffice it to say that, if you want to be certain title to the copyright in any work product belongs to you, it is important that these categories be carefully reviewed.

If the work product clearly fits into one of the categories and there is a written agreement acknowledging the work product is a work made for hire, the payor, like the employer, will own the copyright. Since it is necessary to have a written agreement anyway, it would be wise, even when the work product clearly fits into one of the enumerated categories, to have both parties expressly acknowledge in the agreement the work product is considered to be in the appropriate category. Although that type of language would be self-serving, like a bowl of chicken soup, it does not hurt.

On the other hand, if it is unclear that the work product fits into one of the categories or if it clearly does not fit into the categories, what can a lawyer do to protect the client who pays for the development of work product? For example, what could ABC’s lawyer do to make sure title to the copyright was owned by ABC.

Settling for a license

In view of the Copyright Act’s treatment of works made for hire, there may not be much a practitioner can do to assure ABC will have title to the work product developed on its behalf by XYZ. The Act unambiguously provides that, if there is not an employer/employee relationship, either both of the criteria discussed above are satisfied or title will belong to the developer (that is, XYZ).

Fortunately, all is not lost for ABC. There is an approach that may get ABC extremely close to having title without actually obtaining title to the work product. An

approach that seems to be followed by most intellectual property lawyers representing the party paying for the development of work product is to provide in the written agreement a license running from the developer to the payor that grants practically all indicia of ownership to the payor. Sample language that could be used for this purpose follows:

“Each discovery, idea, invention, or other work product developed by XYZ pursuant to this Agreement (collectively ‘Work Product’) shall belong to ABC. To the extent applicable law provides that any Work Product belongs to XYZ rather than ABC notwithstanding the preceding sentence, XYZ grants to ABC an exclusive and perpetual license to assign, copy, sublicense, transfer, modify, use, or otherwise exploit such Work Product for no consideration other than that which is given in connection with this Agreement. Without limiting the generality of the immediately preceding sentence, in granting an exclusive license to ABC, no other party (including but not limited to XYZ) may use such Work Product. XYZ must promptly (1) provide ABC with all information in the possession or under the control of XYZ and relating to all Work Product and (2) at the request of ABC, execute and deliver to ABC each document and other writing, and take each other action, in order to assist ABC in protecting its interest in any Work Product and otherwise enabling ABC to use and enjoy any Work Product.”

Although receiving a license to the work product coupled with all of the attributes of ownership may not be as desirable as having title to the work product, the payor can still use the work product as though it has title to it.

Other provisions

At the same time, the payor can contractually restrict the use of the work product by the developer and other third parties. To be safe, it is also wise to have the developer commit to providing the payor with all information relating to the work product and agree to take any action requested by the payor in connection with the payor exercising its right to use and enjoy the work product.

Depending upon the circumstances, the payor can also attempt to impose other obligations on the developer, such as an obligation to notify the payor if the developer learns of any infringement claims relating to the work product.

The treatment of works made for hire by the Copyright Act presents lawyers with another trap for the unwary. The illogical counterintuitive treatment of works made for hire can yield unexpected results for clients.

Fortunately, the use of a license that mimics the characteristics of ownership provides lawyers with a method to achieve the intended results. However inadequate it may seem to the payor to receive only the characteristics of title without actually having title, it is, perhaps, the best he or she can hope for.



GARY M. SCHOBBER IS A PARTNER AND CO-LEADER OF THE INTELLECTUAL PROPERTY & TECHNOLOGY PRACTICE

GROUP. HE CONCENTRATES HIS PRACTICE IN ELECTRONIC

COMMERCE, AND COMPUTER AND TECHNOLOGY LAW, AS WELL AS IN GENERALLY COUNSELING HIGH-TECHNOLOGY AND OTHER CLIENTS ON A BROAD RANGE OF BUSINESS LAW MATTERS.

HE CAN BE REACHED AT
GSCHOBBER@HODGSONRUSS.COM

Global Trademark Strategies: The Madrid Protocol

Kenneth D. Suzan

Trademark owners in the United States seeking to extend their brands outside U.S. borders now have a relatively new mechanism for protecting their valuable intellectual property. In the late fall of 2003, after extensive political debate and negotiation, the United States officially joined the Madrid Protocol, a centralized system for trademark filings and protection in over 60 countries worldwide. Under the Madrid Protocol, a single trademark application may be filed with the United States Patent and Trademark Office (USPTO) and, in coordination with the World Intellectual Property Office (WIPO), receive protection in any or all of the Madrid Protocol member countries. The Madrid Protocol member countries constitute a diverse array of overseas jurisdictions, ranging from the United Kingdom, Spain, and Japan to Cyprus, Swaziland, and Liechtenstein.

With the Madrid Protocol in place, U.S. trademark and service mark owners may consider filing one international application with the USPTO in U.S. currency using a single language such as English. The centralized trademark filing, if not met with objections from a foreign jurisdiction's trademark-issuing authority or opposition from third parties, will result in a single international registration valid for 10 years and subject only to one renewal deadline. International registration owners may subsequently renew their trademarks for additional 10-year terms.

While the decision to register a company's trademarks pursuant to the Madrid Protocol will vary depending upon the specific branding and business goals of a particular company, it is clear the cost sav-

Continued on page 4

ings carries a wide appeal. Without the Madrid Protocol, a U.S. company seeking protection abroad must pay individual national trademark filing fees, engage the services of foreign counsel, complete powers of attorney, and arrange for legalizations and translations. The costs can add up quickly if expanded to several countries. Under the streamlined Madrid Protocol system, only one application is needed, along with one set of fees, the amount depending upon the number of countries the brand owner requests. The cost savings can add up to 50 percent or more just for the application filing fees. In the event of a corporate change of name or assignment of the mark to a new entity, only one document and one set of fees are required to update the record title of the international registration. The same applies for the trademark renewal process. Over time, significant cost savings can be realized for the prosecution and management of a global trademark portfolio.

Apart from the cost savings, there are other significant advantages to electing trademark registration under the Madrid Protocol. First, the trademark examination process is speedier. Designated member countries must examine the trademark within a 12- to 18-month period. In some of the same countries, the examination process can often span several years. Second, the owner of an international registration may elect to designate protection to additional member countries of the Madrid Protocol following the issuance of the international registration. Therefore, as a company grows and expands its brand into new foreign markets, the international registration can equally accommodate the company and continue to provide expanded protection. Third, it is anticipated new countries will join the Madrid Protocol over the next decade. Owners of international registrations will be able to file requests for country extensions as new contracting parties join the Protocol. Fourth, registration under the Madrid Protocol enables companies to replace

existing national trademark registrations and reduce subsequent renewal fees.

While the Madrid Protocol certainly has many appealing features, there are critical disadvantages that must be considered before opting to register trademarks under this system. First, the international registration and all subsequent extensions into designated member countries are subject to “central attack” if the U.S. company’s home country application or registration is refused, withdrawn, cancelled, or amended to the supplemental register during the first five years of registration. This means a brand owner’s global trademark portfolio, registered under the Madrid Protocol, could be attacked and cease to exist. However, the owner of the international registration will be afforded the opportunity to transform the failed international registration into national applications by paying additional filing fees and coordinating with foreign counsel. Cost savings realized at the inception of filing the international application could be easily consumed in the added costs of filing new trademark applications during the applicable three-month window afforded under the law. Nevertheless, the new national trademark applications will receive the original filing date of the international application, which could prove helpful in a subsequent trademark opposition or cancellation proceeding.

Other disadvantages of the Madrid Protocol include a prohibition of amending the mark over time, including at the time of renewal. Should a company’s logo undergo slight changes or if description of goods requires amendment based on an agreement with another trademark owner, the needed amendments to the registration may not be made. As a result, opting to register a company’s trademark under the Madrid Protocol may not be the right vehicle for foreign trademark registration.

In addition, the strict filing requirements that apply to prosecuting trademarks in the United States must be considered. For example, the United States is notorious for

requiring trademark and service mark owners to narrowly tailor the applicable description of goods or services during the prosecution process. The international registration and subsequent extensions to member countries will be similarly limited to the descriptions formulated under U.S. law. As a result, the brand owner will not be able to benefit from the often broader descriptions of goods and services allowed under many foreign trademark laws. This narrower scope of coverage could play a major role in a company’s foreign trademark litigation matters.

U.S. trademark owners must also be mindful of the limitations placed on assignments of international registrations. An international registration procured under the Madrid Protocol is only assignable to businesses that are nationals of, domiciled in, or have an effective or commercial establishment in a member country of the Protocol. By way of example, an international registration could not be assigned to a Canadian corporation, as Canada has not acceded to the Madrid Protocol.

Trademark owners must coordinate with their trademark counsel before opting to register their trademarks under the Madrid Protocol. The advantages and disadvantages of seeking trademark protection pursuant to the Madrid Protocol must be carefully considered and analyzed. While cost savings may be a driving force, there are many competing factors relating to trademark strategy that must enter into the decision making process.



KENNETH D. SUZAN CONCENTRATES HIS PRACTICE ON TRADEMARK PROSECUTION, TRADEMARK OPPOSITION AND CANCELLATION PROCEEDINGS, FEDERAL TRADEMARK LITIGATION MATTERS, AND SUPERVISION OF FOREIGN ASSOCIATES IN INTERNATIONAL TRADEMARK PROSECUTION, OPPOSITIONS, CANCELLATION ACTIONS, AND INFRINGEMENT PROCEEDINGS.

HE CAN BE REACHED AT
KSUZAN@HODGSONRUSS.COM

Filing Considerations for Provisional Patent Applications

David L. Principe

In the United States, a patent application must be filed within one year of the first public use or offer for sale of an invention. The filing of a provisional patent application can be used to satisfy this requirement.

In most foreign countries, absolute novelty is required, which means an invention must not have been disclosed to the public prior to the filing of the first patent application for the invention. The test is sometimes phrased, "Has the knowledge of the invention been placed in the hands of the public?" Disclosures made on a confidential basis do not trigger this bar. The filing of a U.S. provisional patent application preserves foreign filing rights in all Paris Convention countries and disclosures made after the filing will not adversely affect the ability to file foreign patent applications in those countries. Accordingly, the timely filing of a U.S. provisional patent application preserves U.S. and foreign patent filing rights.

The filing of a provisional patent application enables the applicant to claim patent pending status on its products. The provisional patent application is maintained confidential in the U.S. Patent and Trademark Office. In order to retain the priority benefit of the provisional patent application, a regular U.S. patent application and any foreign counterpart applications must be filed within one year of the provisional patent application and must

claim priority based on the provisional patent application. The foreign patent application may include national, regional (e.g., European), or Patent Cooperation Treaty (PCT) patent applications.

If the applicant decides to file foreign patent applications, the patent application will be published 18 months from the filing date of the provisional. If the applicant decides not to file any foreign patent applications, the application can be maintained confidential during its entire pendency in the U.S. Patent and Trademark Office and will not become public until the patent is granted.

Accordingly, the information contained in the provisional patent application is a secret that could be maintained confidential for at least 18 months and maybe longer.

No enforceable patent rights will arise until the patents are granted. The average pendency in the United States is approximately 22 months from the filing date of the regular application, and foreign applications can take much longer. With a PCT application, the filing of foreign patent applications in specific countries or regions can be delayed by the applicant up to 30 months (in some cases longer) from the filing date of the provisional patent application.

In conclusion, disclosures of the invention made after the filing date of the provisional patent application will not affect the ability to file regular U.S. or foreign patent applications in Paris Convention countries. The decision regarding the timing and content of disclosures to be made by the applicant after the filing of the provisional patent application should be made based on how long applications can be kept secret and how long it will take to obtain patent rights. Of course the decision will also be based on nonpatent busi-

ness factors that are normally associated with putting a new product on the market.



DAVID L. PRINCIPLE'S PRACTICE INVOLVES A WIDE RANGE OF INTELLECTUAL PROPERTY ISSUES. HE REGULARLY COUNSELS CLIENTS ON HOW TO DEVELOP A PORTFOLIO OF INTELLECTUAL PROPERTY AND HOW TO BEST AVOID INFRINGEMENT OF ANOTHER COMPANY'S INTELLECTUAL PROPERTY RIGHTS. HE CAN BE REACHED AT DPRINCIP@HODGSONRUSS.COM.

Think Small, Really Small

R. Kent Roberts

Nanotechnology is the science of creating and manipulating very small things. The term arises from the word "nanometer," one billionth of a meter. To gain an understanding of how small a nanometer is, consider that there are over 25 million nanometers in one inch. Although the size of nanotech devices may be small, the nanotechnology industry is anything but small. The impact of nanotechnology can be astronomical, and the ability to obtain patents in this arena is central to the magnitude of that impact.

Patents are employed to protect and thereby enable investments in nanotechnology. Of course, simply making something smaller does not entitle one to a patent. Generally speaking, patents are awarded for inventions that are (1) useful, (2) novel, and (3) not obvious. Simply shrinking the size of a device is usually considered an obvious variation and therefore not patentable, unless there is a good argument to the contrary. For example, if there was a barrier to shrinking the size or an unexpected result was achieved by the size reduction, then the invention may be considered "not obvious" and possibly patentable.

Continued on page 6

However, even if a miniature version of a larger device is not patentable, the method of manufacturing that device may be patentable if the method is useful, novel, and not obvious. Many of the well-publicized early developments in nanotechnology were miniature versions of larger devices, such as gears and pumps. While gears have been around for a long time, gears on a nanotechnology scale were quite novel. The techniques used to make those gears were nothing like the techniques employed by foundries and machine shops to make conventionally sized gears. Consequently, although the nanotech-sized gear may have had unpatentable features, the methods used to make that tiny gear were certainly new and by conventional standards not obvious.

The same logic works in reverse. That is, increasing the size of something does not generally lead to a patentable device, unless there is some reason that a size increase was not obvious to one having ordinary skill in the art. However, the methods used to make such a super-sized device may themselves be nonobvious and therefore may be patentable. Hence, although a change in size may not lead to a patent, it may be possible to obtain a patent on the associated method and thereby keep competitors at bay.



R. KENT ROBERTS CONCENTRATES HIS PRACTICE IN INTELLECTUAL PROPERTY MATTERS RELATED TO PATENTS, TRADEMARKS, AND COPYRIGHTS. HIS PRACTICE INCLUDES COUNSEL-

ING CLIENTS ON PROTECTING INTERESTS IN ELECTRICAL, SOFTWARE, AND MECHANICAL INVENTIONS. HE CAN BE REACHED AT KROBERTS@HODGSONRUSS.COM

Reach-Through Claims Declared Invalid

Ranjana Kadle

A recent case (*University of Rochester v. G.D. Searle & Co.* 358 F.3d 916 (Fed. Cir. 2004)) decided by a three-judge panel of the Court of Appeals for the Federal Circuit (CAFC), which the CAFC refused to review en banc (*University of Rochester v. G.D. Searle & Co., Inc.*, No. 03-1304 (Fed. Cir. July 2, 2004) Order)), delivered a blow against the so called “reach-through” claims in U.S. Patent No. 6,048,850 (the ‘850 patent). “Reach-through” claims refer to claims for products or uses for products when experimental data is provided for screening methods or tools for the identification of such products.

The ‘850 patent is directed to cyclooxygenases (COX) inhibitors. The COX enzymes (COX-1 and COX-2) catalyze the synthesis of prostaglandins, which are implicated in inflammation. Traditional anti-inflammatory drugs (such as ibuprofen) ameliorate inflammation by inhibiting harmful COX-1 but also cause gastric problems by inhibiting the helpful COX-2. The ‘850 patent provided a method for screening compounds that specifically inhibited COX-2 (implicated in inflammation) but not COX-1 (thereby reducing gastric side effects). The claims of this patent were directed to a method of selectively inhibiting COX-2 in a human by administering an inhibitor of the gene for Prostaglandin H synthase 2 (PGHS2—another name for COX-2). Upon the issuance of a patent, the assignee of the ‘850 patent, University of Rochester, sued G.D. Searle (and related companies

including Pfizer), the makers of Celebrex, a COX-2 inhibitor.

Upholding a lower court’s decision, the CAFC noted that while a screening method was provided in the ‘850 patent for identification of COX-2 inhibitors, no COX-2 inhibitors had been identified and no treatment demonstrated. Therefore, the court upheld the invalidation of claims directed to methods of selectively inhibiting PGHS2 activity in humans for failure to meet the written description requirement. The University of Rochester has indicated it will file a request for an en-banc hearing of this case by the CAFC. This case emphasizes the hurdles faced by academic and research institutions in their quest to obtain protection for early-stage discoveries. In amici briefs filed by the University of California and the University

This case emphasizes the importance of drafting claims that conform not only to the enablement requirement . . . but also to the written description requirement . . .

of Texas, the academia cautioned that invalidating this patent would have an adverse effect on technology transfer programs and thereby undermine the Bayh-Dole Act. The court, however, rejected their argument and noted that the Bayh-Dole Act was intended to enable uni-

versities to profit from their federally funded research and not to relax the statutory requirements of patentability. This case emphasizes the importance of drafting claims that conform not only to the enablement requirement (which explains how to make and use the invention) but also to the written description requirement (which allows one skilled in the art to recognize the invention).



RANJANA KADLE CONCENTRATES HER PRACTICE IN ALL ASPECTS OF INTELLECTUAL PROPERTY MATTERS RELATING TO PATENTS, TRADEMARKS, AND LICENSING WITH PARTICULAR EMPHASIS ON BIOTECHNOLOGY-RELATED

PATENT PROSECUTION. SHE CAN BE REACHED AT RKADLE@HODGSONRUSS.COM.

Hodgson Russ's Intellectual Property & Technology Practice Group

Intellectual property is not only a strategic asset, it is the currency of business. The attorneys in the Intellectual Property & Technology Group at Hodgson Russ understand its importance and devote their practice to the protection and enforcement of all forms of intellectual property rights under patent, trademark, copyright, unfair competition, and trade secret laws. Our attorneys appreciate the new frontiers in which our clients conduct business, including those in the biotech, electrical, computer, mechanical, chemical, and other technical areas. Hodgson Russ intellectual property attorneys have advanced degrees in engineering and the physical and biological sciences in addition to law degrees. This gives our attorneys an unusual degree of understanding of our clients' requirements and objectives.

Hodgson Russ's intellectual property practice is national and international in scope. Clients include Fortune 500 corporations, middle-market companies, and major research and educational institutions, as well as smaller businesses and individuals. The Firm works directly with the United States Patent and Trademark Office and with a network of patent and trademark attorneys in all major countries of the world.

One M&T Plaza, Suite 2000
Buffalo, New York 14203
tel.716.856.4000



www.hodgsonruss.com

ALBANY BOCA RATON BUFFALO JFK INTERNATIONAL AIRPORT
NEW YORK CITY PALM BEACH GARDENS TORONTO

Carnegie Hall Tower
152 West 57th St., 35th Floor
New York, NY 10019
tel.212.751.4300

150 King Street West, Suite 2309
P.O. Box 30
Toronto, ON M5H 1J9
tel.416.595.5100

To receive *IP Developments* via e-mail, please fax this form or e-mail the information below to Susan Braun, our client services liaison (fax.716.849.0349, sbraun@hodgsonruss.com).

Name

Company

Address

E-mail

Co-Practice Group Leaders:

Martin G. Linihan ♦ 716.848.1367
mlinihan@hodgsonruss.com

Gary M. Schober ♦ 716.848.1289
gschober@hodgsonruss.com

Edwin T. Bean
ebear@hodgsonruss.com

Christine A. Bonaguide
cbonagui@hodgsonruss.com

John M. Del Vecchio
jdelvecc@hodgsonruss.com

Ranjana Kadle, Ph.D.
rkadle@hodgsonruss.com

John D. Lopinski, Ph.D.
jlopinsk@hodgsonruss.com

Thomas E. Popek
tpopek@hodgsonruss.com

David L. Principe
dprincip@hodgsonruss.com

R. Kent Roberts
kr Roberts@hodgsonruss.com

George L. Snyder
gsnyder@hodgsonruss.com

Kenneth D. Suzan
ksuzan@hodgsonruss.com

Intellectual Property Litigation:

Robert J. Lane, Jr.
rlane@hodgsonruss.com

Daniel C. Oliverio
doliveri@hodgsonruss.com

Paul I. Perlman
pperlman@hodgsonruss.com

Chemical Technology Specialist:

Robert S. Pippenger
rpippeng@hodgsonruss.com

Patent Agent:

Rachel S. Watt
rwatt@hodgsonruss.com

IP

DEVELOPMENTS

Inside

‘What Do You Mean I Paid for It, but Don’t Own It?’

Gary M. Schober

Global Trademark Strategies:
The Madrid Protocol

Kenneth D. Suzan

Filing Considerations for
Provisional Patent Applications

David L. Principe

Think Small, Really Small

R. Kent Roberts

Reach-Through Claims
Declared Invalid

Ranjana Kadle