• Introduction to Intellectual Property
• IP and Trade Shows
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PATENTS
United States (Patent Rights)

- The invention must be statutory (subject matter eligible).
- The invention must be new.
- The invention must be useful.
- The invention must be non-obvious.
United States (Patent Rights)

- Making, using, offering for sale, or selling the invention in the United States

- or importing the invention into the United States.
“International” Patent Rights
In the US – 12 Month Grace Period

12 Months

Public Disclosure / Offer for Sale / Sale

Patent Application
Outside the US NO Grace Period

FAIL

Public Disclosure / Offer for Sale / Sale

Patent Application
A wind turbine includes a turbine wheel. Radially extending sailwing assemblies are supported between the hub structure and the perimeter rail of the turbine wheel. The sailwing assemblies include sail end supports, sail support cables extending between the sail end supports and sailwings that are supported by the sail support cables and joined between the hub structure and the perimeter rail of the turbine wheel. The sail end supports may be pivoted to form a pitch in the sailwings and pivoted with respect to each other to form a twist in the sailwings, and sail spudder bars may be inserted in the sailwings and connected to the sail support cables to adjust the effective width and lift of the sailwings.
• TRADEMARKS
Trademarks

A **trademark** is a word, phrase, symbol, and/or design that identifies and distinguishes the source of the goods of one party from those of others.

A **service mark** is a word, phrase, symbol, and/or design that identifies and distinguishes the source of a service rather than goods. Some examples include: brand names, slogans, and logos. The term "trademark" is often used in a general sense to refer to both trademarks and service marks.
Strength of Marks.

- **Fanciful**
  - Coined (made-up) words that have no relation to the goods being described (e.g., EXXON for petroleum products, PANAGERIES interior design).

- **Arbitrary**
  - Existing words that contribute no meaning to the goods being described (e.g., APPLE for computer, NOVA for gaming company).

- **Suggestive**
  - Words that suggest meaning or relation but that do not describe the goods themselves (e.g., COPPERTONE for suntan lotion, PITA PIT restaurant services, LOCAL CUE bar services).

- **Descriptive**
  - Marks that describe either the goods or a characteristic of the goods. Often it is very difficult to enforce trademark rights in a descriptive mark unless the mark has acquired a secondary meaning (e.g., SHOELAND for a shoe store, EPIC BUFFET for restaurant services).

- **Generic**
  - Words that are the accepted and recognized description of a class of goods or services (e.g., computer software company, facial tissue, CHINA BUFFET restaurant services). [Dry Ice]
Trademarks
Trademarks
Trademarks
Trademarks
Trademarks
International Trademarks
International Trademarks

Jordan = Qiaodan
Trademarks

Int. Cls.: 6, 7 and 28
Prior U.S. Cls.: 2, 12, 13, 14, 19, 21, 22, 23, 25, 31,
34, 35, 38 and 50
Reg. No. 1,995,042
United States Patent and Trademark Office
Registered Aug. 24, 1996

TRADEMARK
PRINCIPAL REGISTER

RYOBI LTD. (JAPAN CORPORATION)
762, MESAKICHU
FUCHU-CHO, HIROSHIMA-KEN, JAPAN

FOR: BUILDING MATERIALS OF CAST
METALS, NAMELY DOOR CLOSERS AND
STRUCTURAL PARTS THEREOF, FLOOR
HINGES, DOOR HINGES, KNOBS, AND LOCKS
FOR DOORS AND WINDOWS, IN CLASS 6
(U.S. CLS. 2, 12, 13, 14, 23, 25 AND 50).
FIRST USE: 0-0-1966; IN COMMERCE
0-0-1970.

FOR: WOOD AND METAL WORKING MA-
CHINES AND THEIR STRUCTURAL PARTS,
MACHINE TOOLS AND THEIR STRUCTURAL
PARTS, ELECTRIC WORKING MACHINES,
AND SMALL ELECTRIC UNIVERSAL MA-
CHINES, ALL FOR WOOD, METAL, AND
BUILDING MATERIALS, NAMELY ELECTRIC
PLANERS, ELECTRIC SPEED SAWS, ELECT-
RIC DRILLING MACHINES, ELECTRIC
HAMMER DRILLS, ELECTRIC CONCRETE
HAMMERS, ELECTRIC SCREW DRIVERS,
ELECTRIC RESIN MIXERS, ELECTRIC SAND-
ERS, ELECTRIC GRINDERS, ELECTRIC POL-
ISHERS, ELECTRIC ROUTERS, ELECTRIC
TRIMMERS, ELECTRIC CHAIN SAWS, ELECT-
RIC CUTTING SAWS, ELECTRIC JIG SAWS,
ELECTRIC MOBILE CUTTERS, ELECTRIC
BAND SAWS, ELECTRIC JOINTER PLANERS,
ELECTRIC CHAIN SAWMILL, ELECTRIC
HOME CARPENTER'S SET CONSISTING OF
AFORESAID WORKING MACHINES AND MA-
CHINE TOOLS AND PNEUMATIC WORKING
MACHINES AND SMALL PNEUMATIC UN-
IVERSAL MACHINES FOR WOOD, METAL,
AND BUILDING MATERIALS, NAMELY
PNEUMATIC DISC SANDERS, PNEUMATIC
IMPACT DRILLS, PNEUMATIC NAIL DRIV-
ING MACHINES, PNEUMATIC SCREW DRIV-
ERS, PNEUMATIC DISC GRINDERS AND
STRAIGHT GRINDERS, PNEUMATIC NUT
RUNNERS, PNEUMATIC SANDERS, PNEU-
MATIC POLISHERS, PNEUMATIC DRILLS,
PNEUMATIC TAPPERS, PNEUMATIC HAM-
MERS, PNEUMATIC RAMMERS AND STRUC-
TURAL PARTS AND FITTINGS FOR ALL THE
AFORESAID GOODS; POWER OPERATED
GARDEN TOOLS, NAMELY ENGINE CHAIN
SAWS, ENGINE GARDEN TRIMMERS, HEDGE
TRIMMERS, LINE TRIMMERS, LAWN
MOWERS, GRASS SHEARS AND CULTIVA-
TORS; PRINTING MACHINES AND THEIR
STRUCTURAL PARTS AND FITTINGS; PRO-
TOTYPE-SETTING MACHINES AND THEIR
STRUCTURAL PARTS AND FITTINGS; AND
ELECTRIC PRINTING-PLATE MAKING MA-
CHINES, IN CLASS 7 (U.S. CLS. 13, 19, 21, 23, 31,
34 AND 35).
FIRST USE: 0-0-1966; IN COMMERCE
0-0-1968.

FOR: GYMNASTIC AND SPORTING ARTI-
CLES, NAMELY FISHING TACKLE AND
GOLF CLUBS, IN CLASS 28 (U.S. CLS. 22, 23, 38
AND 50).
Copyrights
Copyrights

No Registration Needed? NOT REALLY
• TRADE SECRETS
"Trade secret" means:

(a) information including, but not limited to, a formula, pattern, compilation, program, device, method, technique, product, system, or process, design, prototype, procedure, or code that:

(i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain economic value from its disclosure or use, and

(ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
An Example
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• IP and Trade Shows
Trade Show “IP” Purpose

OFFENSE

DEFENSE
Pre–Trade Show Actions

- **Determine your strategy** well in advance of the trade show (enforcement action, gather evidence, build a case?)

- **Identify key IP assets** (trademarks, patents, copyright) and register your rights in the county at the earliest possible opportunity.

- If you plan to take action at the trade show, **prepare the required documents** – some may need to be notarized and legalized which can take several months.

- **Understand what is a “trade secret”,** especially that which cannot be sheltered under other forms of intellectual property law.
Who’s Going / What Are There Roles

1 + 1 = 2 “Engineer”

1 + 1 = 11 “Sales”
At the Trade Show Actions

- **During set-up phase, visit known, past or suspected infringers.** Being aware of the ‘usual suspects’ and using the fair as a chance to make in-depth investigations and gather evidence may be as valuable as taking enforcement action at the trade fair.

- **Have your enforcement team in place** and know where the relevant IP authorities are located and make contact, particularly if your agents/lawyers have a good working relationship with them.

- If you do discover infringement **use the existing rules of show first.**
Follow up on evidence gathered or actions taken at the trade fair.

If you did take action at the trade fair, follow up with the authorities and conduct follow up investigations to check if the infringer has halted the infringing activities.

Take further enforcement action if necessary.
3. **Photography or videography** of any kind of any products within an exhibitor’s Exhibit Space **is not allowed** without the **express permission of the exhibitor**. Any individual wishing to photograph or record speakers must receive written consent from Reed Exhibitions, on behalf of G2E, co-owned by Reed Exhibitions and the American Gaming Association (“Management”), before taking such action.
If any exhibitor breaches any of its obligations under the License Agreement, (1) Management, may immediately, without notice, terminate the License Agreement and prohibit the breaching exhibitor from exhibiting at the Exhibition and all future shows and exhibitions run by Reed Exhibitions...
Further, if an exhibitor breaches any of its obligations under the License Agreement, Management may direct exhibitor to immediately remove its employees, any of its representatives and agents, its merchandise, and all of its property from the Venue.
IP ISSUES AND PROCEDURES

Dear Exhibitor:

We respect the Intellectual Property ("IP") rights of all of our exhibitors and take these matters very seriously. Please review this document in its entirety and follow the procedures outlined below so that we may efficiently and effectively react to your IP claim against another exhibitor.
IP ISSUES AND PROCEDURES

Please provide the following item in an electronic (PDF) format only and E-mail to .... :

A.) A letter or e-mail showing that you have already reached out to the exhibitor concerning the alleged infringing item (the “Accused”).

B.) The U.S. Patents, U.S. Trademark Registrations or U.S. Copyright Registrations in question, and proof that such rights are currently effective.

C.) Contact information (e-mail address) of your designated representative authorized to act on your behalf at the Venue/Exhibition.
IP ISSUES AND PROCEDURES

1. Management is not and will not act as an arbiter of the existence of valid and subsisting rights in intellectual property of a complaining exhibitor.

2. Management is not and will not become an enforcement.

4. Management will cooperate and act consistently with any duly issued court order, writ, judgment or injunction against an exhibitor. In so acting, Management is a neutral party and Management’s presence during service of any court issued documents during the Exhibition is strictly for the purpose of carrying out Management’s responsibility to try to protect the integrity and peace of the Exhibition.
Doug concentrates on legal counseling concerning contracts, licensing, and the protection and enforcement of intellectual property (IP) rights both domestically and internationally.

Doug assists with analyzing and developing legal strategies with the goal of reducing risk and increasing company value. When working with clients from new ventures to multinational corporations, Doug combines his business experience with his legal experience to provide comprehensive and integrated legal services for companies whose products or services are technical in nature.

Doug's practice of contracts, licensing, patents, trademarks, copyrights, trade secrets and litigation includes aspects directed to the reduction of risk and creation of IP rights and the judicial enforcement or defense of these rights.