

Rowan University
April 14,
2025

Intellectual Property and Consulting For Engineers

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Fisher Broyles®
A Limited Liability Partnership

What Can IP Protection Do?

- Block competition
- Build/protect brand
- Obtain a monopoly/boost profit margins
- Build value for investment or exit
 - **sold or licensed** for profit
 - drives **innovation**



Forms of IP Protection

Copyrights

Protect Your Original Work of Authorship

Patents

Protect machines, manufactured articles, compositions of matter, processes, ornamental designs for objects, plants

Trade Secrets

Protect a process or formulation known only to you from disclosure to competitors

Trademarks

Protect a Brand for Goods and Services

Where Do IP Rights Come From?

The US Constitution – since the beginning!

Article I, Section 8, Clause 8 – the Patent and Copyright Clause

Granted Congress the power:

"To promote the progress of science and useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries."

What Is a Patent?

Limited-term governmental grant of a monopoly

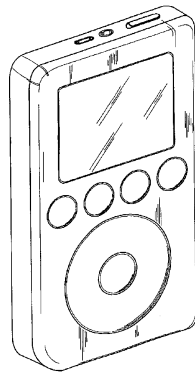
Prevents others from practicing an invention by:
Making / using / selling / offering for sale / importing

Valid only in the country of issuance

BUT NOTE – it is NOT a right to practice the invention
– a license may be required from another
patent owner

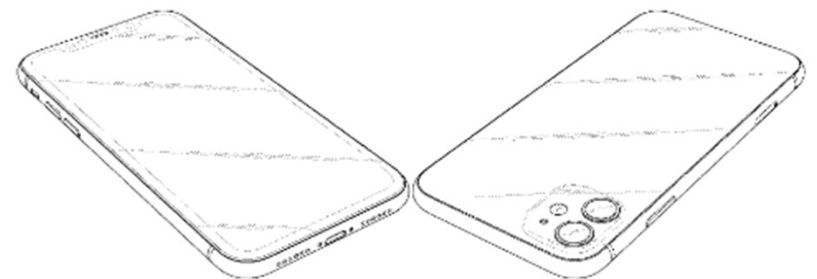
(12) **United States Design Patent** (10) Patent No.: **US D497,618 S**
Andre et al. (45) Date of Patent: **** Oct. 26, 2004**

- (54) **MEDIA DEVICE**
- (75) Inventors: **Bartley K. Andre**, Menlo Park, CA (US); **Daniel J. Coster**, San Francisco, CA (US); **Daniele De Iuliis**, San Francisco, CA (US); **Richard P. Howarth**, San Francisco, CA (US); **Jonathan P. Ive**, San Francisco, CA (US); **Duncan Robert Kerr**, San Francisco, CA (US); **Matthew Dean Rohrbach**, San Francisco, CA (US); **Douglas B. Satzger**, San Carlos, CA (US); **Calvin Q. Seid**, Palo Alto, CA (US); **Christopher J. Stringer**, Pacifica, CA (US); **Eugene Anthony Whang**, San Francisco, CA (US)
- (73) Assignee: **Apple Computer, Inc.**, Cupertino, CA (US)
- | | | |
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| 5,192,082 A | 3/1993 | Inoue et al. |
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| D437,860 S | * 2/2001 | Suzuki et al. D14/496 |
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| D472,245 S | 3/2003 | Andre et al. |
| D483,809 S | * 12/2003 | Lim D21/324 |
- * cited by examiner
- Primary Examiner—Prabhakar Deshmukh
(74) Attorney, Agent, or Firm—Beyer Weaver & Thomas, LLP



(12) **United States Design Patent** (10) Patent No.: **US D954,672 S**
Akana et al. (45) Date of Patent: **** Jun. 14, 2022**

- (54) **ELECTRONIC DEVICE**
- (71) Applicant: **Apple Inc.**, Cupertino, CA (US)
- (72) Inventors: **Jody Akana**, San Francisco, CA (US); **Molly Anderson**, San Francisco, CA (US); **Bartley K. Andre**, Palo Alto, CA (US); **Shota Aoyagi**, San Francisco, CA (US); **Anthony Michael Ashcroft**, San Francisco, CA (US); **Marine C. Bataille**, San Francisco, CA (US); **Jeremy Bataillon**, San Francisco, CA (US); **Markus Diebel**, San Francisco, CA (US); **M. Evans Hankey**, San Francisco, CA (US); **Julian Hoenig**, San Francisco, CA (US); **Richard P. Howarth**, San Francisco, CA (US); **Jonathan P. Ive**, San Francisco, CA (US); **Julian Jaede**, San Francisco, CA (US); **Duncan Robert Kerr**, San Francisco, CA (US); **Peter Russell-Clarke**, San Francisco, CA (US); **Benjamin Andrew Shaffer**, San Jose, CA (US); **Mikael Silvano**, San Francisco, CA (US); **Sung-Ho Tan**, San Francisco, CA (US); **Clement Tissandier**, San Francisco, CA (US); **Eugene Antony Whang**, San Francisco, CA (US); **Rico Zörkendörfer**, San Francisco, CA (US)
- (52) **U.S. CL.**
USPC D14/138 G
- (58) **Field of Classification Search**
USPC D14/125-134, 137, 138 R, 138 A.A., D14/138 AB, 138 AC, 138 AD, 138 C, D14/138 G, 147, 203.1-203.8, 217, 218, D14/238.1, 247, 248, 250, 257, 299, D14/315-318, 332, 336, 341-347, 371, D14/374-377, 388, 389, 420, 424, 426, D14/429, 432, 489, 492, 496, 425, D14/433-453, 464, 468, 469, 471, 511, D6/300-310, D10/50, 65, 98, 104.1, D16/241; D17/24, 99; D18/4.6, 6; D20/10, 19, 39; D21/329, 330, 517 CPC . A6M1 33/3016; G06F 1/1613; G06F 1/1641; G06F 1/1643; G06F 1/1647; G06F 1/1626; G06F 3/04883; G06F 3/0486; G06F 3/04847; G06F 3/04845; G06F 3/0484; G06F 3/04817; H04B 1/3838; H04M 1/0235; H04M 1/0237; H04M 1/0239; H04M 1/0268; H04M 1/027; H04M 1/0295; H04M 1/02; H04M 1/0279; H04M 1/0277; H04M 1/0266; H04M 1/0202; H04M 1/026; H04M 1/0281; H04M 1/0283; H04N 13/045; H05K 5/0017; H05K 5/02; H05K 5/0217; H05K 5/0004
- See application file for complete search history.
- (56) **References Cited**
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- (73) Assignee: **Apple Inc.**, Cupertino, CA (US)
- (*) Term: **15 Years**
- (21) Appl. No.: **29/739,035**
- (22) Filed: **Jun. 22, 2020**
- Related U.S. Application Data**
- (63) Continuation of application No. 29/705,046, filed on Sep. 9, 2019.
- (51) **LOC (13) CL.** **14-03**



Design Patent Protection

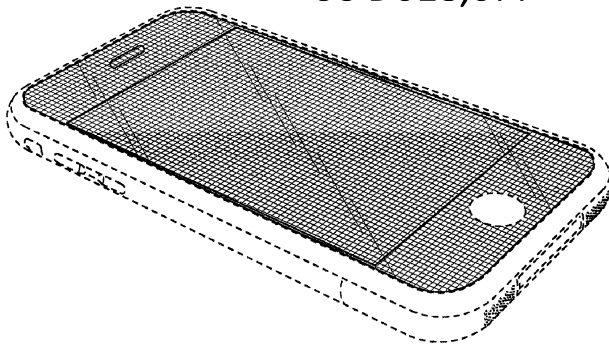
US D671,558



US D604,305



US D618,677



US D728,624



Utility Patents

- For:
 - new process, machine, article of manufacture, or composition of matter
- Protects:
 - how something works and/or
 - how it is made
 - NOT how something looks (design patent)
- **Most common form of U.S. patent**



(12) **United States Patent**
Zadesky et al.

(10) **Patent No.:** US 7,348,967 B2
(45) **Date of Patent:** *Mar. 25, 2008

(54) **TOUCH PAD FOR HANDHELD DEVICE**

(75) Inventors: **Stephen Paul Zadesky**, San Carlos, CA (US); **Tang Yew Tan**, San Francisco, CA (US)

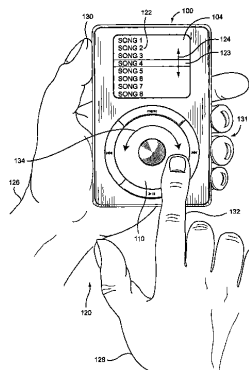
(73) Assignee: **Apple Inc.**, Cupertino, CA (US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 136 days.

This patent is subject to a terminal disclaimer.

(21) Appl. No.: **11/386,238**

(22) Filed: **Mar. 21, 2006**



(19) **United States**

(12) **Patent Application Publication**
AKANA et al.

(10) **Pub. No.:** US 2020/0221002 A1
(43) **Pub. Date:** Jul. 9, 2020

(54) **PORTABLE ELECTRONIC DEVICE**

(71) Applicant: **Apple Inc.**, Cupertino, CA (US)

(72) Inventors: **Jody R. AKANA**, San Francisco, CA (US); **Molly ANDERSON**, San Francisco, CA (US); **Bartley K. ANDRE**, Palo Alto, CA (US); **Shota AOYAGI**, San Francisco, CA (US); **Anthony Michael ASHCROFT**, San Francisco, CA (US); **Marine C. BATAILLE**, San Francisco, CA (US); **Jeremy BATAILLOU**, San Francisco, CA (US); **Markus DIEBEL**, San Francisco, CA (US); **M. Evans HANKEY**, San Francisco, CA (US); **Julian HOENIG**, San Francisco, CA (US); **Richard P. HOWARTH**, San Francisco, CA (US); **Jonathan P. IVE**, San Francisco, CA (US); **Julian JAEDE**, San Francisco, CA (US); **Duncan Robert KERR**, San Francisco, CA (US); **Peter RUSSELL-CLARKE**, San Francisco, CA (US); **Benjamin Andrew SHAEFFER**, San Francisco, CA (US); **Mikael SILVANTO**, San Francisco, CA (US); **Sung Ho TAN**, San Francisco, CA (US); **Clement TISSANDIER**, San Francisco, CA (US); **Eugene Antony WILANG**, San Francisco, CA (US); **Rico ZÖRKENDÖRFER**, San Francisco, CA (US)

(21) Appl. No.: **16/586,736**

(22) Filed: **Sep. 27, 2019**

Related U.S. Application Data

(63) Continuation-in-part of application No. 29/683,766, filed on Mar. 15, 2019, Continuation-in-part of application No. 29/676,128, filed on Jan. 8, 2019, Continuation-in-part of application No. 29/676,127, filed on Jan. 8, 2019.

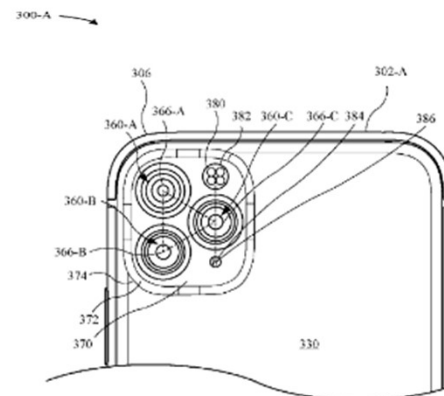
(60) Provisional application No. 62/897,901, filed on Sep. 9, 2019.

Publication Classification

(51) **Int. Cl.**
H04N 5/225 (2006.01)
H04M 1/02 (2006.01)
H04N 5/247 (2006.01)
(52) **U.S. Cl.**
CPC **H04N 5/2257** (2013.01); **H04N 5/247** (2013.01); **H04M 1/0264** (2013.01)

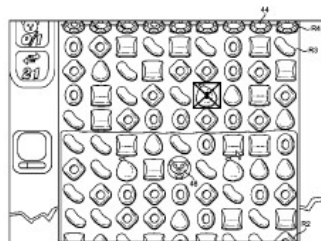
(57) **ABSTRACT**

According to some embodiments, a portable electronic device is described. The portable electronic device includes a housing member defining an external sidewall, a first glass cover and a second glass cover, where the second glass cover includes a first region having a first exterior surface, a second region having a second exterior surface vertically displaced from the first exterior surface, where the second region includes a first opening, a second opening, and a third opening, and a transition region having an exterior surface that extends between the first exterior surface to the second exterior surface. The portable electronic device further includes a first camera module disposed within the first opening, a second camera module disposed within the second opening, a strobe module disposed within the third opening, and a trim structure having an edge that overlays the second region of the second glass cover.



Utility Patent Protection

(12) United States Patent Hansson et al.	(10) Patent No.: US 9,079,097 B2 (45) Date of Patent: Jul. 14, 2015
(54) VIDEO GAME WITH REPLACEABLE TILES HAVING SELECTABLE PHYSICS	13/10 (2013.01); A63F 13/12 (2013.01); A63F 13/20 (2014.09); A63F 13/45 (2014.09); A63F 13/50 (2014.09); A63F 13/52 (2014.09); A63F 13/55 (2014.09); A63F 13/56 (2014.09); A63F 13/57 (2014.09); G06F 9/44 (2013.01); G07F 17/32 (2013.01);
(71) Applicant: KING.COM LIMITED , St. Julians (MT)	(Continued)
(72) Inventors: Magnus Hansson , Stockholm (SE); Niclas Alftberg , Stockholm (SE); Tobias Nyblom , Stockholm (SE); Rikard Jaksch , Stockholm (SE)	(58) Field of Classification Search CPC A63F 13/06; A63F 13/10; A63F 2300/64; A63F 2300/609; A63F 2300/646; A63F 13/45; A63F 13/50; A63F 13/52; A63F 13/55; A63F 13/57; A63F 13/63 See application file for complete search history.
(73) Assignee: KING.COM LTD. , St. Julians (MT)	(56) References Cited
(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.	U.S. PATENT DOCUMENTS
(21) Appl. No.: 14/316,274	2008/0167112 A1* 7/2008 Yoshizawa 463/20 2011/0136572 A1* 6/2011 Karn 463/30
(22) Filed: Jun. 26, 2014	(Continued)
(65) Prior Publication Data	FOREIGN PATENT DOCUMENTS
US 2014/0370950 A1 Dec. 18, 2014	WO 2013/174933 A1 11/2013
Related U.S. Application Data	Primary Examiner — Lawrence Galka
(63) Continuation-in-part of application No. 14/183,997, filed on Feb. 19, 2014, which is a continuation-in-part of application No. 14/029,261, filed on Sep. 17, 2013, which is a continuation-in-part of application No. 14/029,538, filed on Sep. 17, 2013.	(74) Attorney, Agent, or Firm — Saul Ewing LLP
(30) Foreign Application Priority Data	(57) ABSTRACT
Feb. 19, 2013 (GB) 1302910.3 Jun. 21, 2013 (GB) 1311119.0	A computer device has user interface configured to display user actuable game elements and to detect user input when a user engages with a game element; and a processor configured to receive a detected user input and on detecting a match game condition to control the user interface to remove at least three game elements from the display and to provide on the user interface replacement user actuable game elements, wherein the manner of providing each replacement game element has a graphical representation governed by a tile associated with each game element, wherein each tile has a selectable physics which controls at least one of (i) the direction in which it moves to replenish a vacancy left by the removed user game elements; and (ii) the speed at which it moves to replenish the vacancy.
(51) Int. Cl. A63F 13/00 (2014.01) A63F 9/06 (2006.01) (Continued)	17 Claims, 32 Drawing Sheets
(52) U.S. Cl. CPC A63F 9/0612 (2013.01); A63F 13/00 (2013.01); A63F 13/005 (2013.01); A63F	





Patent Requirements

- Must meet the legal standard
 - new
 - useful
 - non-obvious
- Must **not** have forfeited opportunity for patent rights

Trademarks

- What is a Trademark?
 - Any word, name, symbol, or device used to identify and distinguish goods from those manufactured or sold by another and to indicate their source
- Trademark rights arise from use
- Trademarks may be registered for enhanced right
 - Registration rights are territorial
 - Consider U.S. and abroad
- No limitation on term



Purpose of a Trademark

- To **distinguish goods and services** from those of others
- To provide **quality assurance** to consumers
- To create **business goodwill** and **brand awareness**

Traditional Trademarks

- Words

Apple

Netflix

- Logos



- Taglines

Think Different

What's Next

Nontraditional Trademarks

- Sound
- Color
- Scent
- Design





U.S. Reg. No. 4,811,606



U.S. Reg. No. 4,811,604



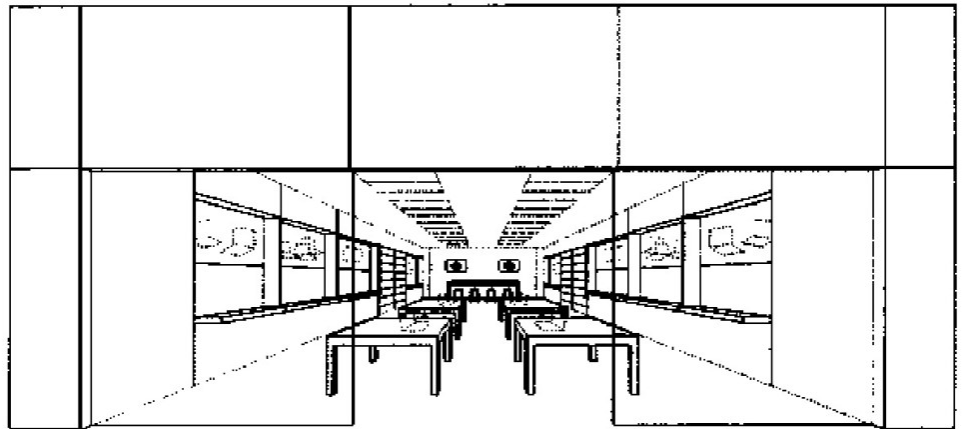
U.S. Reg. No. 4,651,889

Trade Dress Registration

U.S. Reg. No. 3,470,983



U.S. Reg. No. 4,277,914



What Is a Copyright?

Copyright protects works of authorship that are:

Fixed in any tangible form or medium of expression.

Original in the sense that they are:

- Independently created by the author (or authors).
- At least minimally creative.

Who is the "Author" of a Copyrighted Work?

The "author" may be
one person, or
two or more persons (jointly owned by its authors).

For a "**work made for hire**,"
the employer is the initial owner of the copyright
unless agreed differently in a signed writing.

Works Protected by Copyright

- Literary works
 - books, periodicals, manuscripts, film, tapes and computer programs
- Pictorial, graphic and sculptural works
 - fine, graphic and applied art and art reproductions, photographs, prints, maps, models and technical drawings
- Motion pictures, video games and other audiovisual works
- Architectural works



Add Value using IP

- Key asset base of S&P 500 is intangible assets/IP
 - 1982 – 38% of market value
 - 2004 – 90% of market value
- Survey of CEOs/CFOs
 - 94% - managing intangible assets is important
 - 37% - 1 of their top 3 issues
 - 13% - most important issue
- Successful companies are leveraging IP
 - 1990 - \$18 billion in annual licensing revenues
 - 1998 - \$100 billion
 - 2005 - \$500 billion

What This Means . . .

Companies that use IP for strategic purposes **will surpass** those that do not



Engineering Consulting

The Law

- Favors creators/innovations
- Rewards creators/innovators with IP ownership

The Client's Expectations

- Client is introducing you into their business/technology
- Client has proprietary/technical information
 - Client wants you to keep that information secret/confidential
- Claim may want you to help them develop their technology/business
 - Client wants to own any inventive contribution you may make



Confidentiality Agreement Non-Disclosure Agreement

1- Can Be Mutual or One-sided

2- Don't be fooled by the title – read it!

- how is “confidential information” defined?
- non-disclosure obligations?
- non-use obligations?
- term?
- understand exceptions
- understand permitted disclosures

TYPICAL EXCEPTIONS TO CONFIDENTIALITY

- (i) information publicly known or in the public domain prior to the time of disclosure,
- (ii) information publicly known and made generally available after disclosure through no action or inaction of the recipient,
- (iii) information already in the possession of recipient, without confidentiality restrictions,
- (iv) information obtained by the receiver from a third party without a breach of confidentiality, and
- (v) information independently developed by the recipient.

Why read NDAs?

Entering into an NDA **increases the risk that you may face charges of trade secret misappropriation** if you develop similar information in the future or inadvertently disclose or use the confidential information.

If you are applying your own confidential information, you need a
MUTUAL NDA

Consulting Agreements

As a Consultant, YOU WANT a Consulting Agreement

- outlines the exact terms of the agreement
- avoids confusion
- protects your interests
- ensures you will be paid

Relationship Roadmap

- Identify Consultant and Customer
- Terms of Service/Termination
- Compensation Details
- Confidentiality Obligations
- Independent Contractor Status
- Governing Law
- Entire Agreement
- Notices
- Signatures

Key Terms – Intellectual Property Rights

- Who will own any work product that is created?
- Generally, all work product and any IP created belongs to the client
 - Any exceptions should be clearly identified
- Consultant Agreement can assign ownership rights to either party.
- Consultant typically agrees to sign all documents necessary for client to protect the IP
- Pre-existing Consultant IP can be recognized/protected/excepted
- Sometimes a license to use Consultant IP is granted to a limited extent

Key Terms – Non-Competition

- Terms that prevent the consultant from directly competing with the client for a specific period of time
- Must be reasonable in time/field/geographic scope – can't restrict you from having a reasonable job
 - “reasonable” scope can vary by state
- **Negotiate terms if unreasonable/unworkable**
 - **Highly fact/situation-dependent**

Key Terms – Non-Solicitation

- Terms that prevent the consultant from soliciting customers of the client
- Can't "either directly or indirectly, call on, solicit, take away or attempt to do any of the such that pertains to any of the customers or clients of the Client on whom the Consultant called, contacted or may have become acquainted with during the fulfillment of the terms of this Agreement, either for their own benefit or for the benefit of any other individual, firm, corporation or organization."
- **Should be reasonable in time scope - negotiate**

Key Terms – Non-Recruit

- Terms that prevent the consultant recruiting employees of the client
 - “The Consultant shall not throughout the duration of this Agreement and for a period of year(s) immediately following the termination of this Agreement, either directly or indirectly, recruit any of the Client's employees, customers, clients or management for the purpose of any outside business.”
- **Should be reasonable in time scope - negotiate**

Key Terms – Return of Records

- Terms that govern handling of confidential/proprietary information
 - “Upon the termination of this Agreement, the Consultant shall deliver any and all records, notes and data of any nature which may be in the possession of the Consultant or may be under the control of the Consultant and of which are and shall remain the property of and relate to the Client's business.”
- **Should be reasonable and practical - negotiate**

THE BOTTOM LINE

READ, READ, READ

- AGREEMENT TERMS ARE COMMITMENTS
- NOT BOILERPLATE – NOT STANDARD
- NEGOTIATE IF NEEDED
- UNDERSTAND AND KEEP TRACK OF YOUR OBLIGATIONS



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PHILADELPHIA OFFICE

Thank You

Questions?