CORPORATE PATENT COUNSEL

I. PRACTICE PREVENTIVE LAW

II. WHERE PATENT COUNSEL FIT IN CORPORATION

- A. LEGAL DEPARTMENT
- B. R & D
- C. OTHER
- D. CENTRALIZED
- E. DECENTRALIZED

III. RESPONSIBLE FOR PROPRIETARY ASSETS OF CORPORATION

IV. PROPRIETARY ASSETS

- A. PATENTS
  - 1. U.S.
  - 2. NON-U.S.
- B. PROPRIETARY INFORMATION
  - 1. TRADE SECRETS
  - 2. TECHNICAL KNOW-HOW
  - 3. COMPUTER PROGRAMS
  - 4. OTHER
- C. TRADEMARKS
  - 1. U.S.
  - 2. NON-U.S.
- D. COPYRIGHTS
  - 1. U.S.
  - 2. NON-U.S.

V. PATENT DEPARTMENT GOALS

A. OBTAIN AND MAINTAIN COMPANY PROPRIETARY ASSETS IN U.S. AND FOREIGN COUNTRIES.

B. DETERMINE WHETHER COMPANY ACTIONS WILL INFRINGE PROPRIETARY RIGHTS OF OTHERS, AND, IF SO.

1. OBTAIN RIGHTS TO USE PROPRIETARY ASSETS OF OTHERS AS NECESSARY.

C. FIND TECHNOLOGY OF OTHERS WHICH WILL BE USEFUL TO COMPANY, AND,

1. OBTAIN RIGHTS FOR COMPANY TO USE THIS TECHNOLOGY.

D. LICENSE COMPANY PROPRIETARY ASSETS WITHIN COMPANY OR OUTSIDE COMPANY, IF APPROPRIATE.

E. OBTAIN AND COMMUNICATE TECHNICAL INFORMATION TO COMPANY PEOPLE.

VI. EMPLOYER RIGHTS IN EMPLOYEE INVENTIONS - EMPLOYEE AGREEMENTS

A. WHO OWNS INVENTIONS

1. FIELD OF INVENTIONS DEFINED
2. PERIOD WHEN INVENTIONS MADE DEFINED
3. OBLIGATIONS OF EMPLOYEES RE INVENTIONS

B. CONFIDENTIAL INFORMATION

1. OF EMPLOYER
2. OF PREVIOUS EMPLOYER (SOMETIMES)
3. TIME PERIOD
   - A. DURING EMPLOYMENT
   - B. AFTER EMPLOYMENT
4. DEFINITION

C. OTHER

1. EXCLUDE PREVIOUS INVENTIONS

Itek

_____
(Division or Subsidiary)

EMPLOYEE AGREEMENT

In consideration and as a condition of my employment or continued employment by Itek Corporation or any subsidiary, division or affiliate thereof (hereinafter collectively referred to as Itek) and the compensation paid therefor:

1. I hereby assign and transfer to Itek, my entire right, title and interest in and to all inventions, improvements or discoveries (whether or not patentable) made, conceived or first reduced to practice by me, whether solely or jointly with others, during the period of my employment with Itek, within the scope of Itek's business, research and investigations, or resulting from or suggested by any of the work I have performed or may perform for Itek.

2. I will promptly disclose the inventions, improvements and discoveries specified hereinabove to the Itek Patent Department, or to whomever else may be designated by Itek, and I will assist Itek in any reasonable manner to obtain for its own benefit patents thereon in any and all countries, and I will execute when requested, patent applications and assignments and any other lawful documents deemed necessary by Itek to carry out the purposes of this Agreement, all without further consideration than provided for herein, but at the expense of Itek. I further agree that the obligations and undertakings stated in this paragraph shall continue beyond the termination of my employment with Itek, but if I am then called upon to render such assistance, I shall be entitled to a fair and reasonable per diem fee in addition to reimbursement of any expenses incurred at the request of Itek.

3. Without Itek's express written consent, I will not during my employment by Itek engage in any employment or activity other than for Itek in any business in which Itek is now or may hereafter become engaged, and I will not during my employment by Itek or thereafter at any time disclose to others or use for my own benefit any trade secrets or confidential information pertaining to any business of Itek or any of its clients, customers, consultants, licensees or affiliates, acquired by me during the period of my employment, except to such an extent as may be necessary in the ordinary course of performing my particular duties as an employee of Itek.

4. I will not improperly disclose to Itek any trade secrets that I have acquired from others prior to my employment by Itek.

5. I wish to exclude from the requirements of this Agreement inventions which have been completely conceived and reduced to practice prior to my employment with Itek and which I have identified on the back hereof.

This Agreement supersedes any Agreement previously executed by me relating to the disclosure and patenting of inventions, improvements and discoveries made during my employment by Itek. This Agreement shall inure to the benefit of the successors and assigns of Itek, and shall be binding upon my heirs, assigns, administrators and representatives.

Witness _____ Signature _____ (SEAL)

Date _____ Print Name _____

Social Security No. _____

PF 78-2/72

VII.

A. HOW DO WE FIND INVENTIONS MADE BY EMPLOYEE INVENTORS?
   1. DISCLOSURE FORMS
   2. TALKS AND INFORMATION BY PATENT ATTORNEYS
   3. PATENT ATTORNEYS CONTACT WITH INVENTORS
   4. REVIEW ALL NEW PRODUCTS
   5. REVIEW ALL PAPERS AND PUBLICATIONS
   6. INVENTION AWARDS

B. WHAT HAPPENS TO INVENTION DISCLOSURE WHEN SUBMITTED BY INVENTORS?
   1. PATENT DEPARTMENT
   2. PATENT COMMITTEE - U.S. FILING CRITERIA
   3. PATENT SEARCH
   4. PATENT APPLICATION PREPARATION
   5. REVIEW BY INVENTOR
   6. SUBMISSION TO U.S. PATENT OFFICE
   7. SUBJECT MATTER CLASSIFICATION BY EMPLOYER AND MAINTENANCE OF CLASSIFICATION FILES

C. ACTIVITY CONCERNING INVENTOR AFTER PATENT ISSUANCE
   1. PRESENTATION OF FRAMED REPLICA OF FIRST PAGE OF PATENT DOCUMENT AND PRINTED COPY OF PATENT
   2. LETTER TO INVENTOR WITH COPY TO MANAGEMENT AND PERSONNEL DEPARTMENT
   3. PUBLICITY IN COMPANY PAPERS AND LOCAL NEWSPAPERS

D. PATENTS IN OTHER COUNTRIES
   1. WHEN DECISION IS MADE
   2. FILING CRITERIA IN OTHER COUNTRIES
   3. TIMING OF FILING
   4. NON-"PARIS CONVENTION" FILING

E. AWARDS TO INVENTORS

VIII. PATENT INFRINGEMENT PROBLEMS

A. BELL TELEPHONE EXAMPLE

1. IF YOU HAVE PATENT, IT DOESN'T NECESSARILY MEAN YOU CAN PRACTICE THE INVENTION
2. IF YOU HAVE A LICENSE UNDER A PATENT, IT DOESN'T NECESSARILY MEAN YOU CAN PRACTICE THE INVENTION
3. MAY BE A NUMBER OF PATENTS ON DIFFERENT ASPECTS OF SAME ITEM

B. INFRINGEMENT INVESTIGATIONS

NEW PRODUCTS SHOULD BE CHECKED AT LEAST ONCE IN DESIGN STATE TO DETERMINE WHETHER PATENTS OF OTHERS ARE INFRINGED AND, IF SO, WHETHER

1. INFRINGED PATENT CAN BE DESIGNED AROUND,
2. INFRINGED PATENT CAN BE INVALIDATED, OR
3. A LICENSE CAN BE OBTAINED

IX. OTHER PATENT SEARCHES

A. STATE-OF-THE-ART INVESTIGATIONS

1. WHEN STARTING TO INVESTIGATE A NEW AREA OR DESIGN A NEW PRODUCT, PATENT SEARCHES SHOULD BE MADE TO FIND WHAT OTHERS HAVE DONE IN THIS AREA.

B. FOREIGN SEARCHES

1. IN GERMANY, JAPAN, THE NETHERLANDS, BELGIUM AND SOUTH AFRICA PATENT APPLICATIONS ARE PUBLISHED 18 MONTHS AFTER THE PATENT APPLICATION IS FIRST FILED IN THE OWNER'S HOME COUNTRY. THUS WE CAN GET THIS INFORMATION ON COMPETITORS' DEVELOPMENTS AT A COMPARATIVELY EARLY DATE.

C. ACQUISITION INVESTIGATIONS

1. IN A FEW HOURS CAN GIVE ABSTRACTS OF U.S. PATENTS, CLASSIFIED BY SUBJECT MATTER, OF ANY COMPANY.
2. DO THE PRODUCTS SOLD BY THE PROPOSED COMPANY INFRINGE ANY PATENTS OF OTHERS?
3. ETI, DOBAN

X. TRADEMARKS

A. PROPERITES OF TRADEMARKS

1. BRAND NAME OF PRODUCT LIKE PERSON'S FIRST NAME
   (LAST NAME -- GENERIC)
2. ORIGIN OR SOURCE OF PRODUCT
3. INDICATES QUALITY OF PRODUCT
4. VALUE
   COCA COLA -- TRADE SECRET
5. INDEFINITE LIFE
6. CONTINUOUS USE
7. PROPER USE -- ADJECTIVE, NOT NOUN
   COKE -- TAVERN SUITS
   ASPIRIN, KEROSENE, ESCALATOR, LINOLEUM
8. SANFORIZED -- PATENT AND TRADEMARK
9. PEPSI COLA -- USSR
10. FRANCHISING

B. OBTAINING TRADEMARK

1. SEARCHES TO SEE IF COMPANY CAN USE PROPOSED MARK
2. OBTAINING U.S. AND FOREIGN TRADEMARKS FOR COMPANY

C. MAINTAINING TRADEMARK

1. PREVENTING OTHERS FROM USING COMPANY MARKS

2. PREVENTING COMPANY FROM LOSING ITS MARKS BY IMPROPER USE

XI. LICENSING

A. THREE FACETS

1. BUSINESS

A. FINDING NEW TECHNOLOGY FOR COMPANY

B. FIND A LICENSEE FOR COMPANY TECHNOLOGY

C. RECOMMENDING BUSINESS ARRANGEMENT TO MANAGEMENT-PAINT BY NUMBER

D. NEGOTIATE BUSINESS ARRANGEMENTS UNDER A, B, AND C ABOVE

2. LEGAL

A. DRAFT AND NEGOTIATE AGREEMENTS

3. ADMINISTRATION OF AGREEMENTS

A. COLLECT ROYALTIES AND INSURE THEIR ACCURACY

B. PAY ROYALTIES AND INSURE THEIR ACCURACY

C. SEE THAT BOTH SIDES LIVE UP TO THEIR AGREEMENTS

D. ESTABLISH CONTINUING RELATIONSHIP WITH OTHER COMPANY

XII. LITIGATION

A. INSIDE COUNSEL

B. OUTSIDE COUNSEL

C. PATENT

. FEDERAL COURT

. COURT OF APPEALS FOR THE FEDERAL CIRCUIT

D. TRADEMARK

. STATE OR FEDERAL

E. LICENSE

. STATE

XIII. SALARY

COMP. POLICIES ON FILING U.S. PATENT APPLICATIONS

I. TECHNICAL MERIT
   A. MUST SOLVE AN ACTUAL PROBLEM
   B. MUST BE ACTUALLY BUILT OR PRACTICED
   C. IF TECHNOLOGY RAPIDLY CHANGING, PROBABLY WILL NOT FILE PATENT APPLICATION (EYEGLASS FRAMES)
   D. CONSIDER
      1. REQUIRE FURTHER DEVELOPMENT?
      2. COMP. CONTINUING TO WORK ON INVENTION?

II. MARKETING AND BUSINESS MERIT
   A. PROBABLE USE BY COMP.
   B. NOT LIMITED MARKET OR ONE-OF-A-KIND DEVELOPMENT
   C. PREVENT A COMPETITOR FROM COPYING OUR PRODUCT AND THUS USING THE RESULTS OF OUR RESEARCH
   D. CONSIDER
      1. DEVELOPING MARKET OR MATURE MARKET

III. INVENTIONS IN GOVERNMENT AREAS
   A. WILL NOT FILE PATENT APPLICATION WHERE ONLY USE IS GOVERNMENT, WHETHER OR NOT GOVERNMENT HAS RIGHTS
   B. MUST HAVE PROBABLE NON-GOVERNMENTAL USE

COMP. POLICIES ON FILING U.S. PATENT APPLICATIONS CON'T.

IV. SCOPE OF INVENTION
- A. MUST BE PATENTABLE
- B. WILL FILE NARROW INVENTIONS ONLY ON FEATURES OF LARGE VOLUME PRODUCTS
- C. BROAD INVENTIONS MORE LIKELY TO BE FILED THAN NARROW INVENTIONS

V. LICENSING
- A. WILL NOT FILE WHEN ONLY USE WILL BE TO LICENSE TO OTHERS, WITH RARE EXCEPTIONS

VI. COST
- A. $2,000 MINIMUM TO FILE U.S. PATENT APPLICATION
  1. MAY RUN UP TO $5,000
- B. $500 MINIMUM TO DEAL WITH U.S. PATENT OFFICE AND ISSUE PATENT
  1. MAY RUN UP TO $1,500

VII. WILL NOT FILE:
- A. TO REWARD INVENTORS
- B. FOR EMPLOYEE RELATIONS
- C. TO SHOW NOVELTY OF RESEARCH
- D. TO SHOW DIVISIONS THAT CORPORATE IS DOING SOMETHING FOR THEM

COMP. POLICIES ON FILING FOREIGN PATENT APPLICATIONS

I. MARKETING AND BUSINESS MERIT
   A. FILE ONLY IN COUNTRIES IN WHICH HIGH PROBABILITY OF USE BY COMP., ITS SUBSIDIARIES OR DISTRIBUTORS
   B. CONSIDER:
      1. STATE OF INDUSTRY
      2. GROSS NATIONAL PRODUCT
      3. POPULATION
      4. GROSS NATIONAL PRODUCT PER CAPITA
      5. TRADING BLOC OF COUNTRY INVOLVED

II. COST
   A. ABOUT $1,000 PER INVENTION PER COUNTRY FOR FILING
   B. FROM $50 TO $1,000 PER INVENTION PER COUNTRY FOR DEALING WITH FOREIGN PATENT OFFICE AND ISSUANCE
   C. ANNUAL TAXES OF $50 - $500 PER INVENTION PER COUNTRY TO MAINTAIN PATENT
   D. ALL OUT-OF-POCKET COSTS

COMP. POLICIES ON FILING FOREIGN PATENT APPLICATIONS CON'T.

III. COUNTRIES GROUPED IN ORDER OF INCREASING IMPORTANCE:

"A"	"B"	"C"	"D"
CANADA	CANADA	CANADA	"C" COUNTRIES
	GR. BRITAIN	GR. BRITAIN	SWITZERLAND
	W. GERMANY	W. GERMANY	SO. AFRICA
	JAPAN	JAPAN	MEXICO
	FRANCE	FRANCE	SWEDEN
		BELGIUM	ARGENTINA
		ITALY	CONSIDER:
		AUSTRALIA	BRAZIL
		NETHERLANDS	USSR
		CONSIDER:	SPAIN
		USSR	VENEZUELA
		MEXICO	
		SWEDEN	

TRADEMARKS AT ITEK

1. A. ITEK HAS 102 U.S. TRADEMARKS:

BEAUTIFUL EYES - EYEGLASS FRAMES
DIGISEC - DIGITAL ENCODERS
DYNASCAT - LIQUID CRYSTAL DISPLAYS
EYE MYSTIQUE - EYEGLASS FRAMES
ITEK - MANY PRODUCTS
PACESETTER - PHOTOTYPESETTERS (DYMO)
POCO - SAFETY GLASSES, SUNGLASSES, AND READING GLASSES
QUADRITEK - PHOTOTYPESETTERS
SENTINEL - OPHTHALMIC LENSES
Rx-RITE - OPHTHALMIC LENSES
UNISON - OPHTHALMIC LENSES
UNIVIS - " "
VISION AID - READING GLASSES

B. ITEK HAS TRADEMARKS ~~IN~~ 419 FOREIGN ~~COUNTRIES~~

2. BRAND NAME OF PRODUCT
LIKE PERSON'S FIRST NAME (LAST NAME -- GENERIC)

3. ORIGIN OR SOURCE OF PRODUCT

4. INDICATES QUALITY OF PRODUCT

5. VALUE

COCA COLA -- TRADE SECRET

6. INDEFINITE LIFE

7. CONTINUOUS USE

8. PROPER USE -- ADJECTIVE, NOT NOUN
   COKE -- TAVERN SUITS
   ASPIRIN, KEROSENE, ESCALATOR, LINOLEUM

9. XEROX ADVERTISEMENT

10. MOST UPSET WHEN OTHERS USE OUR TRADEMARKS -- OUR OWN PEOPLE