

**UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE DIRECTOR  
OF THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In the Matter of	)	
	)	
Marina V. Mikhailova,	)	Proceeding No. D2017-18
	)	
Respondent	)	
_____	)	

**Final Order**

The Director of the Office of Enrollment and Discipline (“OED Director”) for the United States Patent and Trademark Office (“USPTO” or “Office”) and Dr. Marina V. Mikhailova (“Respondent”) desire to settle, without a hearing, this disciplinary proceeding and have submitted a Proposed Settlement Agreement (“Agreement”) to the Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office (“USPTO Director”) for approval.

The Agreement, which resolves all disciplinary action by the USPTO arising from the stipulated facts set forth below, is hereby approved. This Final Order sets forth the parties’ stipulated facts, legal conclusions, and sanctions found in the Agreement.

**Jurisdiction**

1. At all times relevant hereto, Respondent of Little Rock, Arkansas, has been a patent agent registered to practice before the Office in patent matters (Registration No. 70,994) and is subject to the USPTO Rules of Professional Conduct, 37 C.F.R. §§ 11.101 through 11.901.
2. The USPTO Director has jurisdiction over this matter pursuant to 35 U.S.C. §§ 2(b)(2)(D) and 32 and 37 C.F.R. §§ 11.19, 11.20, and 11.26.

**Stipulated Facts**

3. Respondent became registered as a patent agent on February 4, 2013.
4. Respondent’s registration number is 70,994.
5. Respondent possesses a law degree but is not licensed to practice law.
6. Between approximately November 2014 and April 2016, Respondent was employed by Desa Industries, Inc., a New York business corporation, doing business as World Patent Marketing in Miami Beach, Florida (hereinafter “WPM”). Between April 2016 and August 2016, Respondent received referrals from WPM as an independent contractor.

7. Respondent was the only employee of WPM who was a registered practitioner. WPM held itself out as having a legal department, but none of its employees were lawyers and none—except for Respondent—were registered practitioners.

8. WPM had only one customer number, No. 125,930.<sup>1</sup> Respondent was the only practitioner associated with that customer number.

9. Respondent served as the registered patent agent of record for many WPM customers. On behalf of WPM customers, Respondent filed approximately 400 U.S. patent applications and 70 international applications pursuant to the Patent Cooperation Treaty (“PCT”).<sup>2</sup>

10. According to documents provided to OED, WPM charged individual inventor-applicants \$8,995 for a U.S. design patent application; \$11,995 for a U.S. utility patent application; \$21,995 for both a PCT and US patent application; and \$64,995 for a “global patent,” which included U.S., PCT, “European Union,” and “China” patent applications, as well as trademark and copyright applications. In at least one instance, a WPM customer claimed the company charged him \$7,000 to file a provisional patent application.

11. Respondent represents that at the outset of her employment, she was unaware of the amounts WPM customers paid WPM for legal services. Respondent represents that she relied upon WPM’s statements that legal fees paid in advance to WPM for patent legal services to be rendered were deposited and kept in a client trust account, but acknowledges she did not independently verify this assertion.

12. Respondent acknowledges that WPM salespeople advised WPM’s customers as to which type of patent application to file, and that WPM’s non-practitioner employees told them to select the type of patent application they could afford.

13. According to information provided to OED by Respondent, a) WPM utilized offshore personnel to draft patent applications; b) WPM employees obtained signatures of the inventor-applicants on oaths, powers of attorney, and micro-entity certifications; c) WPM employees inserted the inventor-applicants’ documents into the client files upon execution; d) after the signed documents had been placed in the file, Respondent reviewed the files; and e) after review—and revision if Respondent found it necessary—Respondent would file these applications with the USPTO. Respondent relied on WPM’s assertions that the clients approved the applications and did not independently confirm that the inventor-applicants reviewed the finalized applications before filing.

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<sup>1</sup> “[A] Customer Number may be used to designate the address associated with the Customer Number as the correspondence address of an application (or patent) or the fee address of a patent, and may also be used to submit a power of attorney in the application (or patent) to the registered practitioners associated with the Customer Number.” Manual of Patent Examining Procedures § 403.

<sup>2</sup> WPM also hired other registered practitioners as independent contractors to represent inventor-applicants before the Office.

14. Respondent informed OED that WPM directed Respondent not to communicate with the inventor-applicants and WPM's practice was not to give Respondent's contact information to its customers.

15. While employed by WPM, a) Respondent generally did not communicate directly with her clients before filing their patent applications; b) Respondent did not consult directly with her clients about the means by which her clients' objectives were to be accomplished; c) Respondent did not explain matters directly to her clients so as to permit her clients to make informed decisions; and d) Respondent did not directly consult with clients to discuss whether the applications selected by her clients were appropriate for them. Respondent acknowledges that her communications with her clients were inadequate.

16. Because Respondent, while employed by WPM, inadequately communicated with her clients, no clients who filed international applications understood that if they received a favorable opinion from the International Searching Authority, they would be required to prosecute individual applications in each country in which they desired patent protection at additional expense. Many of Respondent's clients believed that the act of filing an international application provided them with automatic international patent protection.

17. Because Respondent, while employed by WPM, inadequately communicated with her clients, there were clients who filed provisional applications who did not understand that their applications would expire by law within 12 months from the date of filing. In many cases, their provisional applications expired without the client's knowledge.

18. Because Respondent, while employed by WPM, inadequately communicated with her clients, there were clients who filed utility applications subsequent to filing provisional applications who were not advised as to whether they should claim priority to the earlier-filed provisional application.

19. While employed by WPM, Respondent failed to adequately communicate information and explain to clients the material risks of, and reasonably available alternatives to, her employment arrangement with WPM. For example, Respondent did not alert her clients of the potential conflict arising from her personal financial interest in continuing to receive remuneration from WPM as a WPM employee. Nor did she inform her clients of the risk that WPM might not safeguard the funds paid in advance for patent legal services to be rendered.

### **Joint Legal Conclusions**

20. Based on the above stipulated facts, Respondent violated 37 C.F.R. § 11.105(b) (failing to communicate the scope of the representation and the basis of a fee) by failing to advise her clients at the outset of the representation of the scope of her representation and the basis of her fee.

21. Based on the above stipulated facts, Respondent violated 37 C.F.R. § 11.107(a)(2) (failing to obtain informed consent where a practitioner's responsibilities were materially limited due to a conflict of interest) by representing WPM-customer clients where her representation of those clients was materially limited by her responsibilities as an employee of WPM and by her personal interest in maintaining her WPM employment.

22. Based on the above stipulated facts, Respondent violated § 11.104(b) (failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation) by, *inter alia*, failing to explain the material risks of, and reasonably available alternatives to, her employment arrangement with WPM.

23. Based on the above stipulated facts, Respondent violated 37 C.F.R. §§ 11.108(f)(2) (allowing interference with the practitioner's independent professional judgment) and 11.504(c) (allowing a person who pays the practitioner to render legal services to another to direct or regulate the practitioner's professional judgment in rendering such legal services) by initially adhering to WPM's instruction not to communicate with clients and allowing WPM personnel to direct her to file various types of patent applications without independently determining in her own professional judgment whether the patent protection her clients sought was appropriate for them.

24. Based on the above stipulated facts, Respondent violated 37 C.F.R. §§ 11.102(a) (requiring a practitioner to abide by a client's decision concerning the objectives of the representation) and 11.104(a)(2) (requiring that a practitioner reasonably consult with the client about the means by which the client's objectives are to be accomplished) by failing to consult with her clients as to the means by which their objectives were to be pursued.

25. Based on the above stipulated facts, Respondent violated 37 C.F.R. § 11.104(a)(2), (a)(3), and (b) (failing to reasonably consult with the client about the means by which the client's objectives are to be accomplished, failing to keep the client reasonably informed of the status of a matter, and failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation) by, *inter alia*, failing to notify multiple clients that their provisional patent applications were going to expire.

26. Based on the above stipulated facts, Respondent violated 37 C.F.R. § 11.104(b) (failing to explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation) by failing to explain the patent protections available to her clients prior to filing their patent applications and by failing to explain the relationship of a provisional patent application to a subsequently filed utility patent application.

27. Based on the above stipulated facts, Respondent violated 37 C.F.R. § 11.505 (assisting another to practice law in a jurisdiction in violation of the legal profession in that jurisdiction) by, *inter alia*, knowingly allowing WPM's non-practitioner employees to consult with or give advice to clients in contemplation of filing a patent application and adhering to WPM's instruction not to communicate with clients.

#### **Additional Considerations**

28. Respondent has accepted responsibility for her misconduct. Respondent represents that she recognizes the seriousness of her misconduct and has expressed remorse for it and for its detrimental effect on her former clients as well as on the reputation of the legal profession.

29. Respondent is a relatively inexperienced registered practitioner.

30. Respondent represents that her acts and omissions were not intended to harm her clients.

31. Respondent intends to refrain from accepting clients from a third-party entity that would otherwise seek to compensate her directly for patent services to be provided to patent applicant clients unless Respondent obtains the requisite informed consent and otherwise complies with the USPTO Rules of Professional Conduct.

32. Respondent has not been previously disciplined by the USPTO Director.

33. Respondent fully cooperated with OED's investigation into her conduct. For example, she and her attorney traveled at Respondent's expense to meet with OED to provide information relevant to the investigation.

34. Respondent represents that she has sought to mitigate the harm to her clients by providing them with free advice.

35. Respondent represents that she has cooperated with the U.S. Federal Trade Commission in connection with its charging WPM with deceiving consumers.

#### **Agreed Upon Sanction**

36. Respondent agrees and it is hereby ORDERED that:

- a. Respondent is suspended from practice before the Office in patent, trademark, and other non-patent matters for 20 months commencing on the date the Final Order is signed;
- b. (1) Respondent shall be eligible to file a petition for reinstatement pursuant to 37 C.F.R. § 11.60(b) eighteen months after the date of the Final Order (*i.e.*, prior to the expiration of her 20-month suspension); (2) the OED Director shall proceed with the review of such petition; and (3) notwithstanding any part of this subparagraph, no such petition will be granted prior to 20 months after the date of the Final Order is signed (*i.e.*, prior to the expiration of her 20-month suspension).
- c. Respondent shall remain suspended from the practice of patent, trademark, and non-patent law before the USPTO until the OED Director grants a petition requesting Respondent's reinstatement pursuant to 37 C.F.R. § 11.60;
- d. As a condition of being reinstated, Respondent shall (1) take the Multistate Professional Responsibility Examination ("MPRE"), (2) attain a score of 85 or better, and (3) provide a declaration to the OED Director with accompanying corroborating document(s) verifying her compliance with this subparagraph;
- e. Respondent shall be granted limited recognition to practice before the Office beginning on the date the Final Order is signed, and expiring thirty (30) days after the date the Final Order is signed, with such limited recognition being

granted for the sole purpose of facilitating Respondent's compliance with 37 C.F.R. § 11.58(b).

- f. Respondent shall comply with 37 C.F.R. § 11.58;
- g. Respondent shall serve a 28-month probationary period commencing on the date her petition for reinstatement to practice before the Office is granted;
- h. Respondent shall be permitted to practice before the USPTO during her probationary period, unless (1) her probation is revoked and she is additionally suspended by order of the USPTO Director as set forth in subparagraph i below; or (2) she is otherwise no longer authorized to practice before the Office;
- i. (1) if the OED Director is of the opinion that Respondent, during the probationary period, failed to comply with any provision of this Agreement, the Final Order, or any provision of the USPTO Rules of Professional Conduct, the OED Director shall:
  - (A) issue to Respondent an Order to Show Cause why the USPTO Director should not enter an order immediately suspending the Respondent for up to an additional 16 months for the violations set forth in the Joint Legal Conclusions, above;
  - (B) send the Order to Show Cause to Respondent at the last address of record Respondent furnished to the OED Director pursuant to 37 C.F.R. § 11.11(a); and
  - (C) grant Respondent fifteen (15) days to respond to the Order to Show Cause;

and

(2) in the event that after the 15-day period for response and consideration of the response, if any, received from Respondent, the OED Director continues to be of the opinion that Respondent, during the probationary period, failed to comply with any provision of this Agreement, Final Order, or any provision of the USPTO Rules of Professional Conduct, the OED Director shall:

- (A) deliver to the USPTO Director or her designee: (i) the Order to Show Cause; (ii) Respondent's response to the Order to Show Cause, if any; and (iii) argument and evidence supporting the OED Director's position; and
- (B) request that the USPTO Director enter an order suspending Respondent from practice before the USPTO for up to 16 months for the violations set forth in the Joint Legal Conclusions, above;

- j. Nothing herein shall prevent the OED Director from seeking discrete discipline for any misconduct that formed the basis for an Order to Show Cause issued pursuant to the preceding paragraphs “h” or “i,” above;
- k. In the event the Respondent seeks a review of any action taken pursuant to paragraphs “h” or “i” above, such review shall not operate to postpone or otherwise hold in abeyance such action;
- l. The OED Director shall electronically publish the Final Order at OED’s electronic FOIA Reading Room, which is publicly accessible at:  
<http://e-foia.uspto.gov/Foia/OEDReadingRoom.jsp>;
- m. The OED Director shall publish a notice in the *Official Gazette* that is materially consistent with the following:

#### **Notice of Suspension and Probation**

This notice concerns Dr. Marina V. Mikhailova of Little Rock, Arkansas, who is a registered practitioner (Registration No. 70,994). In settlement of a disciplinary proceeding, the Director of the United States Patent and Trademark Office (“USPTO” or “Office”) has suspended Dr. Mikhailova from practice before the Office for 20 months and placed her on probation for 28 months commencing on the date of the granting of a petition seeking her reinstatement. Dr. Mikhailova may petition for reinstatement after serving 18 months of her suspension, but she may not be reinstated until she has served the full 20-month suspension. In addition, she must take and pass the Multistate Professional Responsibility Exam as a condition of reinstatement.

The suspension is predicated upon Dr. Mikhailova’s violations of numerous provisions of the USPTO Rules of Professional Conduct in connection with her providing patent preparation, filing, and prosecution services for inventors who contracted directly with her employer, a non-practitioner company that assists inventors. Between approximately November 2014 and March 2016, Dr. Mikhailova was employed by Desa Industries, Inc., a New York business corporation, doing business as World Patent Marketing in Miami Beach, Florida (“WPM”). She was the only WPM employee who was registered or otherwise authorized to represent persons before the Office in patent matters. Dr. Mikhailova made numerous representations to OED including the following: WPM directed her not to speak with inventor-applicants, WPM employees advised inventor-applicants as to which type of patent application to file, and WPM employees had inventor-applicants sign oaths of inventorship without regard to whether they had actually reviewed the application to be filed with the Office. Dr. Mikhailova did not communicate the scope of the representation and basis of fee to the inventor-applicants (§ 11.105(b)); did not obtain informed consent from the inventor-applicants to represent the inventor-applicants in light of actual or potential conflicts of interest (§ 11.107(a)(2)); did not explain a matter to the extent reasonably necessary to permit the inventor-applicants to make informed decisions

regarding the representation (§ 11.104(b)); did not consult with the inventor-applicants as to the means by which his or her objectives were to be accomplished (§§ 11.102(a), 11.104(a)(2)); did not keep the inventor-applicants reasonably informed of the status of their matters (§ 11.104(a)(3)); allowed the non-practitioner company to interfere with and/or to direct or regulate her professional judgment (§§ 11.108(f)(2), 11.504(c)); and assisted the non-practitioner company to practice before the Office in patent matters in violation of the Office's rules regarding unauthorized practice before the Office (§ 11.505). In short, Dr. Mikhailova disregarded her important ethical obligations to each inventor-applicant who contracted with the non-practitioner company for patent legal services.

Dr. Mikhailova has expressed contrition and understands how her actions violated the USPTO Rules of Professional Conduct.

Registered practitioners are reminded that the USPTO Director has disciplined registered practitioners for having violated their professional responsibilities to inventors under circumstances where a non-practitioner third party—such as a company that aims to assist inventors in protecting and/or marketing their inventions—refers inventors to registered practitioners to provide the patent legal services purchased by inventors from the third party. *See, e.g., In re Cohen*, Proceeding No. D2002-15 (USPTO Dec. 4, 2002); *In re Colitz*, Proceeding No. D1999-04 (USPTO Jan. 2, 2003); *In re Bender*, Proceeding No. D2000-01 (USPTO Sept. 30, 2003); *In re Kaardal*, Proceeding No. D2003-08 (USPTO Feb. 24, 2004); *In re Schoonover*, Proceeding No. D2008-24 (USPTO July 14, 2009); *In re Gibney*, Proceeding No. D2009-33 (USPTO Mar. 4, 2010); *In re Galasso*, Proceeding No. 2009-17 (USPTO Aug. 20, 2010); *In re Sung*, Proceeding No. D2010-19 (USPTO Jan. 18, 2011); *In re Campbell*, Proceeding No. D2009-39 (USPTO Feb. 18, 2011); *In re Mackenzie*, Proceeding No. D2010-27 (USPTO Oct. 12, 2011); *In re Harrington*, Proceeding No. D2012-14 (USPTO Apr. 18, 2012); *In re Gray*, Proceeding No. D2017-02 (USPTO Feb. 22, 2017); and *In re Virga*, Proceeding No. D2017-14 (USPTO Mar. 16, 2017). *See also In re Meyer*, Proceeding No. D2010-41 (USPTO Sep. 7, 2011) (referral of trademark applicants). Accordingly, registered practitioners should be mindful that several interrelated provisions of the USPTO Rules of Professional Conduct apply to such situations:

First, prior to entering into a practitioner-client relationship with an inventor who is referred by a non-practitioner third party, the practitioner should properly consider the various conflicts of interest that already exist or may arise during the relationship. *See generally* 37 C.F.R. §§ 11.107 and 11.108. Such conflicts may include those between the inventor and other inventors previously referred to the practitioner by the non-practitioner third party. Such conflicts may also include those between the inventor and the practitioner due to the practitioner's personal financial interest in continuing to receive inventor referrals from the non-practitioner third party. One specific conflict of interest is addressed by the USPTO Rules of Professional Conduct, which require the practitioner to obtain "informed consent" from the inventor to accept compensation from someone other than the client. *See* 37 C.F.R. § 11.108(f). Informed consent means the agreement by a



prospective client to be represented by a practitioner after the practitioner has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the client being represented by the practitioner. The mere fact that the inventor authorizes the third party to pay the practitioner is not informed consent. *See In re Colitz*, Proceeding No. 1999-04 (USPTO December 3, 2002). Hence, under circumstances where a non-practitioner third party refers inventors to registered practitioners to provide the patent legal services purchased by inventors from the third party, the inventor would likely be unable to provide the requisite informed consent absent a meaningful discussion with the practitioner that fully informs the referred inventor of the actual and potential conflicts of interest arising from the fee arrangement between inventor, third party, and practitioner. Additionally, the practitioner must communicate the scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible, *see* 37 C.F.R. § 11.105(b), and shall obtain informed consent whenever limiting the scope of the representation (*e.g.*, such as when only preparing and filing an application and not prosecuting it), *see* 37 C.F.R. § 11.102(c).

Second, a practitioner must exercise independent professional judgment and render candid advice in representing a client. *See* 37 C.F.R. § 11.201. In part, this means that a practitioner shall not share legal fees with the non-practitioner third party that refers the inventors to the practitioner. *See* § 11.504(a). Under circumstances where a non-practitioner third party regularly refers inventors to registered practitioners to provide the patent legal services purchased by inventors from the third party, practitioners may unwittingly violate the fee-sharing prohibition if the practitioner does not know the amount the inventor has paid to the third party for patent legal services. If the entire amount received by the third party for the practitioner's compensation is not distributed to the practitioner and any undistributed compensation held by the third party is not returned to the inventor, then the practitioner has likely impermissibly shared fees with a non-practitioner. Hence, a practitioner is reasonably expected to question carefully the inventor and the referring non-practitioner third party about the amounts being charged to the inventor for the patent legal services to ensure the entire amount is remitted to the practitioner.

Third, exercising independent professional judgment and rendering candid advice also means that a practitioner may not form a partnership with a non-practitioner if any of the activities of the partnership consist of the practice of law. *See* § 11.504(b). Nor may a practitioner assist a non-practitioner to commit the unauthorized practice of law. *See* § 11.505. Where a non-practitioner third party refers inventors to registered practitioners to provide the patent legal services purchased by inventors from the third party, the practitioner may not merely fill a purchase order. Instead, the practitioner must independently assess the suitability of the sought-after patent protection and communicate his or her assessment to the inventor. For example, prior to the referral of an inventor to a practitioner, it is not uncommon for an inventor to have direct communication with a non-practitioner company that aims to assist inventors in protecting and/or marketing their

inventions—*e.g.*, the company may review the inventor's submission and, thereafter, provide the inventor with a patent search report or marketing report that induces the inventor to purchase a provisional, design, or utility patent application from the company. By remaining passive and merely providing the patent legal services purchased by the referred inventor, a practitioner may be found to have formed a *de facto* partnership with the non-practitioner and also may be assisting the company to commit the unauthorized practice of law. Hence, when a practitioner receives a referral for patent services from a non-practitioner company that aims to assist inventors in protecting and/or marketing their inventions, the practitioner is reasonably expected to obtain copies of all documents exchanged between the company and the inventor so that the practitioner may understand whether company is engaging in practice before the Office in patent matters as defined in 37 C.F.R. § 11.5(b)(1). If the documents indicate that the company is doing so, the practitioner should be mindful that he or she may likely be in violation of both § 11.504(b) and § 11.505 by accepting the referral and providing the purchased patent legal services.

Fourth, a practitioner is ethically obligated to communicate with the inventor. In addition to the communication required in connection with obtaining informed consent, ethical communication between a practitioner and an inventor requires the practitioner to consult reasonably with the inventor about the means by which the inventor's objectives are to be accomplished; keep the inventor reasonably informed about the status of the application, including informing the inventor promptly of Office correspondence; and explain a matter to the extent reasonably necessary to permit the inventor to make informed decisions regarding the prosecution of the application. *See* § 11.104; *see also* § 11.102(a). Generally speaking, the communication with an inventor under circumstances where a non-practitioner third party refers inventors to registered practitioners to provide the patent legal services purchased by inventors from the third party should be no different in the scope or substance from the communication with inventors who directly engaged the practitioner. Ethical issues may arise where a practitioner delegates his or her ethical responsibilities to communicate with clients regarding the substance of their representation by using subordinates or others, including third parties. *See, e.g., In re Meyer*, Proceeding No. D2010-41 (USPTO Sept. 7, 2011) (practitioner reprimanded for, *inter alia*, failing to directly communicate with his clients regarding their trademark applications).

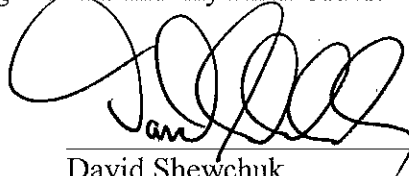
Regarding communications with clients, the USPTO Director is aware that a practitioner may communicate with someone other than the client in cases where there is a bona fide corporate liaison or a foreign agent who conveys instructions to the practitioner. In such an arrangement, the practitioner may rely upon instructions of the corporate liaison or the foreign agent as to the action to be taken in a proceeding before the Office so long as the practitioner is aware that the client has consented to have instructions conveyed through the liaison or agent. Accordingly, nothing in this notice should be construed as contradictory to the discussion entitled "Practitioner's Responsibility to Avoid Prejudice to the Rights of a Client/Patent Applicant" set forth in *Official Gazette* Notice published at 1086 OG 457 (Jan. 12,

1988) or the discussion entitled “Responsibilities of Practitioners Representing and Clients in Proceeding Before The Patent and Trademark Office” set forth in *Official Gazette* Consolidated Notice published at 1421 OG 2690 (Dec. 29, 2015). Nevertheless, this notice is to be read as providing additional, specific guidance to practitioners under circumstances where a non-practitioner third party refers inventors to registered practitioners to provide the patent legal services purchased by inventors from the third party.

This action is the result of a settlement agreement between Dr. Mikhailova and the OED Director pursuant to the provisions of 35 U.S.C. §§ 2(b)(2)(D) and 32 and 37 C.F.R. §§ 11.19, 11.20, and 11.26. Disciplinary decisions involving practitioners are posted for public reading at the OED Reading Room, available at: <http://e-foia.uspto.gov/Foia/OEDReadingRoom.jsp>.

- n. Directs that nothing in this Agreement or the Final Order shall prevent the Office from considering the record of this disciplinary proceeding, including the Final Order: (1) when addressing any further complaint or evidence of the same or similar misconduct concerning Respondent brought to the attention of the Office; (2) in any future disciplinary proceeding against Respondent (i) as an aggravating factor to be taken into consideration in determining any discipline to be imposed, and/or (ii) to rebut any statement or representation by or on Respondent’s behalf; and (3) in connection with any request for reconsideration submitted by Respondent pursuant to 37 C.F.R. § 11.60;
- o. Respondent waives all rights to seek reconsideration of the Final Order under 37 C.F.R. § 11.56, waives the right to have the Final Order reviewed under 37 C.F.R. § 11.57, and waives the right otherwise to appeal or challenge the Final Order in any manner; and
- p. Each party shall bear their own costs incurred to date and in carrying out the terms of this Agreement and any Final Order.

June 16, 2017  
Date



David Shewchuk  
Deputy General Counsel for General Law  
United States Patent and Trademark Office

on behalf of

Joseph Matal  
Performing The Functions and Duties of the Under  
Secretary of Commerce for Intellectual Property and  
Director Of The United States Patent And Trademark  
Office

cc:

OED Director, USPTO

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