EXHIBIT 15

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Confidentiality After Filing a Patent

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Posted: September 30, 2008 @ 5:43 pm
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I am frequently asked whether it is necessary to get a **confidentiality agreement** signed after a **patent application** has been filed. As with many legal matters, the answer really cannot be summed up into either a YES or a NO, but rather is somewhat complicated. The short answer, however, is that you are always better off getting a confidentiality agreement signed whenever possible. The only caveat is that you do not need a confidentiality agreement when you are speaking with an attorney. Attorneys do not sign confidentiality agreements and are invariably scared away from representing those who ask for a signed confidentiality agreement. Attorneys are already legally obligated to maintain client information in confidence, and on top of that patent attorneys and patent agents are specifically required by Patent Office rule to keep information confidential. It is simply urban legend that attorneys steal inventions. There has never been a single provable case of an attorney stealing an invention. It simply doesn't happen.

Back to the question at hand regarding the need for a confidentiality agreement post filing of a patent application. It is important to understand that no exclusive rights will attach to your invention unless and until a patent is actually awarded by the Patent Office. Filing a patent application, whether a **provisional patent application** or a **nonprovisional patent application**, is an important first step that works to legally define the scope of your invention, but no rights attach at the time of filing.

After you file a patent application you can use the coveted terms "patent pending" and this should scare away many, if not all, potential competitors. Typically no one wants to spend the time, money and energy associated with making and selling a product when a patent could pop up and be used to shut down the operation. Having said this, there is no reason that others could not use, make and sell your invention prior to the issuance of a patent. Additionally, if you file a patent application and inadvertently do not include as much description as is required and should be present you could significantly harm yourself by telling others about your invention without a confidentiality agreement in place. For example, if you tell someone and they engage in some activities, such as but not limited to writing about your invention, and you later realize that

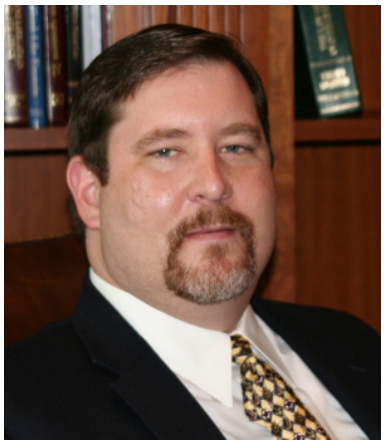
the original application was faulty you may not be able to file a new, updated application. This is particularly a concern if you filed a provisional patent application on your own, or used a bargain basement attorney who charges $79 or $94 for a provisional patent application. For that amount you might as well do it yourself, and whatever you file has little chance to actually be legally useful.

You need to realize though that many people are just not going to sign confidentiality agreements. This is not because they plan on stealing your invention but because if they sign they are creating liability for themselves. Take for example an investor who may have hundreds of inventions and ideas sent to them every week. The likelihood is that more than one person may come up with something similar, and if they sign a confidentiality agreement with you even if they keep your work confidential it might seem to you that they stole your invention, but what really happened is someone else submitted something similar. For some, the risk posed is just to great to consider signing a confidentiality agreement. This is exactly why the invention scam companies exist because they sign confidentiality agreements left and right. The ploy is not to steal an invention, but to sell you over priced and unnecessary services. So those who are not sophisticated run into the arms of the scam artists because attorneys and reputable business people refuse to sign confidentiality agreements. Sad really, but that is the state of things unfortunately.

So the moral of the story is get a confidentiality agreement signed whenever possible, but understand that to get the help of a reputable professional you may have to live with not having one. If you don't have one and cannot get a confidentiality agreement signed you absolutely must file a patent application first, and you really should have professional help. All to often I see provisional patent applications filed by independent inventors and those who sought the low cost solution and it is really a disaster. So be careful and research the professionals you want to work with before entering into any agreements.

Good luck!

About the Author



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