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**FILED**

OCT 2 2000  
SEP 2000

AT 8:30 ..... M  
WILLIAM T. WALSH  
CLERK

Attorneys for Plaintiff  
Casio, Inc.

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

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CASIO, INC.,

Plaintiff,

v.

WILLIAM J. WARMAN,

Civil Action No.

00CV 4824  
(DHC)

Defendant.

---

**COMPLAINT FOR DECLARATORY JUDGMENT**

Plaintiff Casio, Inc. ("Casio"), by its undersigned attorneys, for its complaint herein, alleges as follows:

**PARTIES AND JURISDICTION**

1. Plaintiff, Casio, is a New York Corporation having its principal place of business at 570 Mt. Pleasant Avenue, Dover, New Jersey 07801.
2. On information and belief, Defendant, William J. Warman, is an individual adult citizen of the Commonwealth of Arizona, who resides at 210 N. 86th Street, Mesa, Arizona 85207.
3. This civil action arises under the Patent Laws of the United States, Title 35, United States Code, and under the Federal Declaratory Judgment Act, Title 28 of the United States Code, Sections 2201 and 2202, for declaratory judgment of invalidity, unenforceability, and/or noninfringement of the '318 patent.
4. Subject matter jurisdiction is founded upon Title 28, United States Code, Sections 1331, 1332(a), 1338(a), 2201, and 2202. The amount in controversy exceeds \$75,000, exclusive of interest and costs.
5. Venue within this judicial district is proper under Title 28, United States Code, Section 1391.
6. This Court has personal jurisdiction over the Defendant Warman at least because the Defendant Warman has sent a warning letter into this district, is doing business in this district, and has sought licensing agreements with Casio a company residing in this district which sells and offers to sell products in this district and elsewhere.

AVERMENTS

7. On information and belief, Defendant Warman has been at all times relevant to this action, and still is the owner of all right, title, and interest in United States Reissue Patent No. 35,318 ("the '318 patent") which is entitled "Viewing Screen Protective Shield" and which issued on August 27, 1996. A copy of the '318 patent is annexed hereto as Exhibit A.

8. The reissue application for the '318 patent was filed on July 19, 1994 with the United States Patent and Trademark Office ("USPTO") and issued on August 27, 1996.

9. The '318 patent is a reissue of United States Patent No. 5,132,588, the application for which was filed with the USPTO on February 13, 1989, and the patent issued on July 21, 1992, entitled "Viewing Screen Protective Shield." (reference Exhibit A).

10. Plaintiff Casio is in the business of selling consumer electronic products, including its Cassiopeia line of products.

11. On January 30, 1997, Defendant Warman sent, or caused to be sent, to Casio, a letter by its legal representative (Exhibit B) asserting that various Casio electronic products infringe the '318 patent. Specifically, the letter demanded that "Casio immediately cease and desist from infringing the '318 patent."

12. On July 6, 1999, Defendant Warman sent, or caused to be sent, to Casio's parent corporation, Casio Computer Co., Ltd., a letter by its legal representative (Exhibit C) asserting infringement of the '318 patent. Specifically, Defendant Warman has accused certain of Casio's Cassiopeia hand held computers with screen protectors of infringing the '318 patent. In the July 6, 1999 letter, Defendant Warman also threatened to sue Casio for infringement and to seek treble damages for willful infringement.

13. On August 22, 2000, Defendant Warman sent, or caused to be sent, to Casio's counsel, Pennie & Edmonds LLP, an E-mail by its legal representative (Exhibit D) issuing an ultimatum to Casio to license the Defendant Warman's '318 patent or be sued for infringement.

14. An actual and justiciable controversy exists between the Plaintiff and Defendant with regard to the validity, enforceability, and infringement of the '318 patent, and as to Casio's right to continue sales of the accused products.

#### COUNT ONE

15. Plaintiff Casio realleges and incorporates by reference the foregoing paragraphs 1-14.

16. The '318 patent is invalid under the patent laws of the United States (35 U.S.C. § 1 *et seq.*), specifically, 35 U.S.C. §§ 102, 103, 112, and/or 251.

#### COUNT TWO

17. Plaintiff Casio realleges and incorporates by reference the foregoing paragraphs 1-16.

18. The manufacture, use, sale, offer for sale, and/or importation of Casio's accused products does not infringe any valid and enforceable claim of the '318 patent.

WHEREFORE Plaintiff Casio prays that the Court grant the following relief:

- A. Declare that Casio does not infringe the '318 patent;
- B. Declare that the '318 patent is invalid and unenforceable;
- C. Permanently enjoin Defendant Warman, his agents, employees, attorneys and/or persons active in concert or participation with them, from suing or threatening to sue, or

making any charge against Plaintiff or its suppliers, distributors or customers concerning alleged infringement of the '318 patent;

D. Award Casio its attorney's fees and costs in this action by declaring this an exceptional case under 35 U.S.C. Section 285; and

E. Grant Casio such other and further relief as this Court may deem just and proper.

Respectfully submitted,

Dated:

By:

10/2/00

H.C. Meanor

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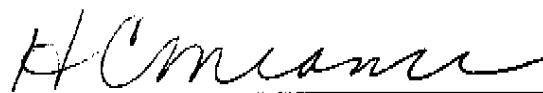
OF COUNSEL:

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**CERTIFICATION UNDER LOCAL RULE 11.2**

I HEREBY CERTIFY that the matter in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding.

Dated: 10/2/00



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USDORE35318E

**United States Patent** [19] [11] E **Patent Number: Re. 35,318**  
**Warman** [45] **Reissued Date of Patent: Aug. 27, 1996**

[54] **VIEWING SCREEN PROTECTIVE SHIELD**

[76] **Inventor: William J. Warman, 210 N. 86th St., Mesa, Ariz. 85207**

[21] **Appl. No.: 276,983**

[22] **Filed: Jul. 19, 1994**

**Related U.S. Patent Documents**

Reissue of:

[64] **Patent No.: 5,132,588**  
**Issued: Jul. 21, 1992**  
**Appl. No.: 309,486**  
**Filed: Feb. 13, 1989**

[51] **Int. Cl.<sup>6</sup> ..... H04N 5/72**  
 [52] **U.S. Cl. .... 313/479; 313/478; 348/818; 348/832**  
 [58] **Field of Search ..... 150/154, 158, 150/165, 168; 348/818, 819, 832; 313/461, 477 R, 478, 479; 43/4, 17.1; 428/40; 220/2.1 R, 2.1 A**

[56] **References Cited**

**U.S. PATENT DOCUMENTS**

2,958,801 11/1960 Herriott ..... 313/92  
 3,964,780 6/1976 Naidu ..... 296/95 C  
 3,995,674 12/1976 Crawford ..... 150/52  
 4,032,687 6/1977 Hornsby, Jr. .... 428/40

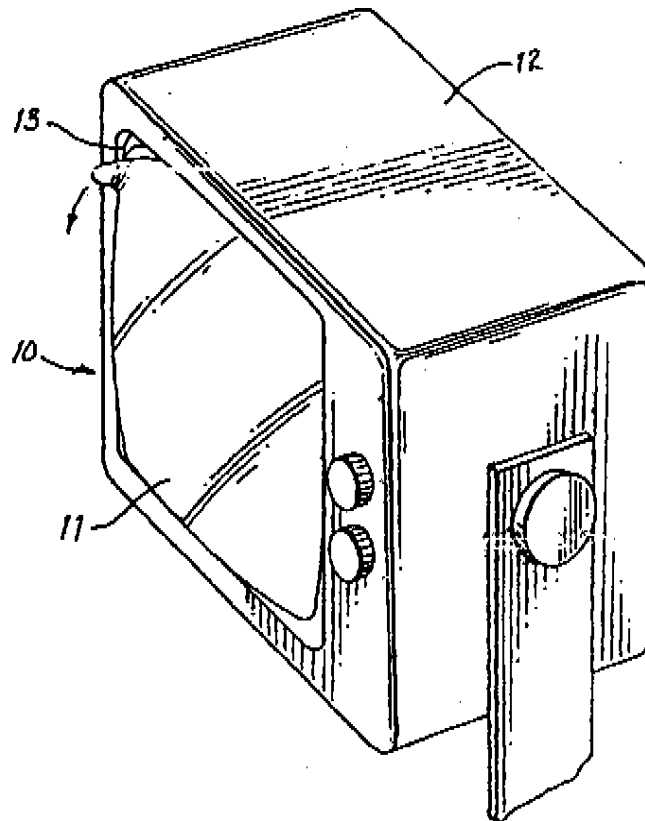
4,090,464 5/1978 Bishopp et al. .... 428/40  
 4,204,231 5/1980 Permenter ..... 358/247  
 4,259,568 3/1981 Dynesen ..... 235/1 D  
 4,427,861 1/1984 Stillie ..... 200/159 B  
 4,652,085 3/1984 Selling et al. .... 350/318  
 4,726,406 2/1988 Weatherspoon ..... 150/52 K  
 4,733,776 3/1988 Ward ..... 206/305  
 4,746,043 5/1988 Booker ..... 224/219  
 4,802,719 2/1989 Magarinos et al. .... 350/3.65  
 4,907,090 3/1990 Ananian ..... 358/247  
 4,930,015 5/1990 Dougherty et al. .... 358/246  
 5,190,825 3/1993 Arribert et al. .... 428/412

*Primary Examiner*—Michael Horabik  
*Attorney, Agent, or Firm*—Donald J. Lisa

[57] **ABSTRACT**

A viewing screen protective shield is set forth removably securable in association with a viewing screen, such as LCR screens, as found in fish finders and the like, which are typically exposed to adverse weather conditions. The protective shield is readily removable and replaceable and include convex peripheral edges to conform the shield to the convex screen with an outwardly extending tab formed outwardly of a single corner of the shield to enhance manual grasping thereof. To enhance securement of the shield to the associated screen, a plurality of transparent adhesive strips may be secured to an interior surface of the shield to enhance securement of the transparent shield to the associated screen.

8 Claims, 1 Drawing Sheet



U.S. Patent

Aug. 27, 1996

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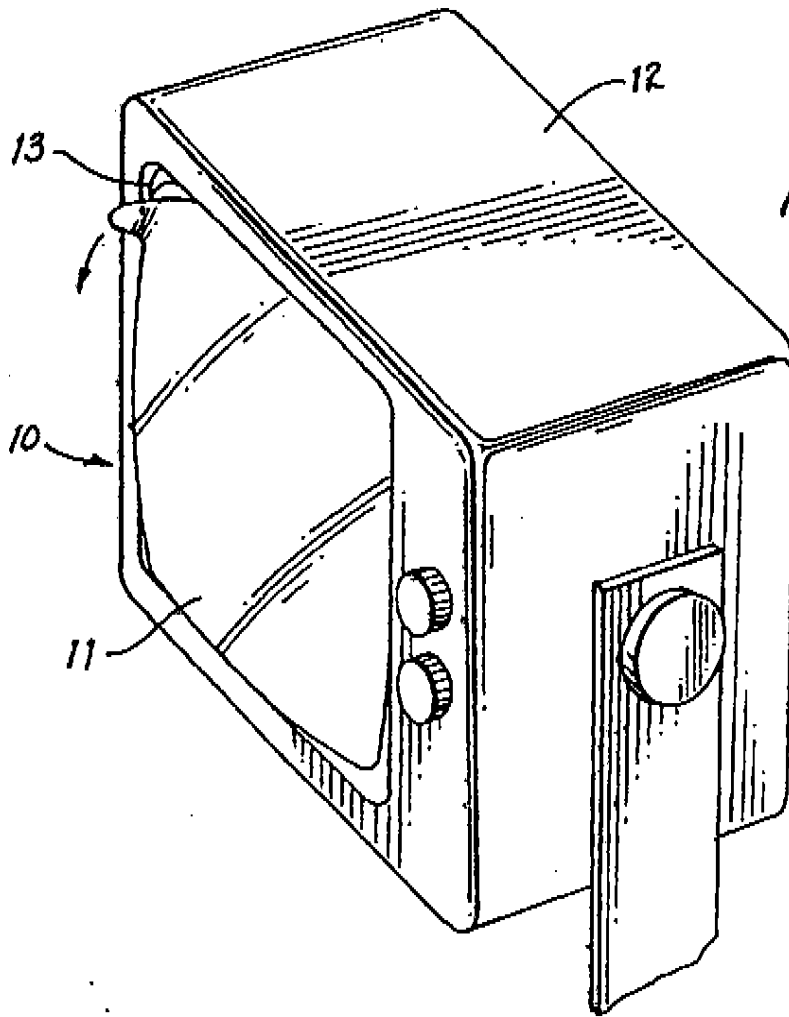


Fig. 1

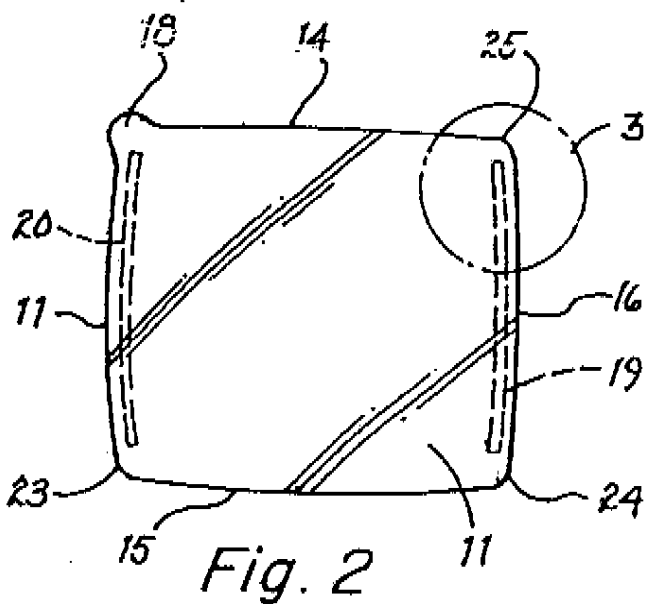


Fig. 2

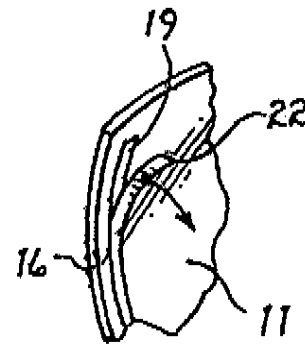


Fig. 3



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## VIEWING SCREEN PROTECTIVE SHIELD

Matter enclosed in heavy brackets [ ] appears in the original patent but forms no part of this reissue specification; matter printed in italics indicates the additions made by reissue.

## BACKGROUND OF THE INVENTION

## 1. Field of the Invention

The field of invention relates to protective shields, and more particularly pertains to a new and improved viewing screen protective shield wherein the same may be readily secured and replaced as necessary in association with a viewing screen typically exposed to erosion.

## 2. Description of the Prior Art

The use of protective shields of various types to afford a level of protection to an associated device is known in the prior art. Shields of the prior art have typically been of cumbersome and expansive construction or of configurations not particularly well suited for providing replacement shields to viewing screens exposed to erosion in their environment such as fish finders and the like, and subject to solar, airborne dust particles, and water spray exposure. Examples of prior art protective shields available may be found in U.S. Pat. No. 3,995,674 to Crawford for example. The Crawford patent utilizes an angulated shield securable to an upper surface of a television receiver to deflect articles falling thereon. The angulation of the upper shield prevents objects from entering the electrical circuitry and air ducts rearwardly of the television set.

U.S. Pat. No. 4,259,568 to Dynesen sets forth a casing pivotally mounted rearwardly of a calculator that may optionally support or protect the calculator face. The Dynesen patent is of relatively rigid construction to address the problem of protecting a calculator during storage thereof.

U.S. Pat. No. 4,726,406 to Weatherspoon sets forth a flexible vinyl protective covering for securement overlying a vehicular windshield including a plurality of fasteners for securement of the shield to the automobile as well as utilizing stiffening elements along peripheral side edges of the shield to maintain the geometric integrity of the shield during use.

U.S. Pat. No. 4,733,776 to Ward sets forth a transparent shield utilizing hook and loop fasteners for securement of the shield and an associated foam protective layer to cover the elongate surfaces of various electrical devices to enable utilization of the device while simultaneously protecting the device subject to breakage during use.

U.S. Pat. No. 4,746,043 to Booker sets forth an enclosure for calculator type devices utilizing an enclosure with a transparent window positioned therethrough to enable access to the various components of the calculator or the like while simultaneously protecting the calculator from impact during use.

As such, it may be appreciated that there is a continuing need for a new and improved viewing screen protective shield wherein the same addresses both the problems of effectiveness in use and ease of installation or removal, and in this respect, the present invention substantially fulfills this need.

## SUMMARY OF THE INVENTION

In view of the foregoing disadvantages inherent in the known types of protective shields now present in the prior art, the present invention provides a viewing screen protec-

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tive shield wherein the same may be readily and efficiently securable to a viewing screen typically subject to destructive environmental conditions. As such, the general purpose of the present invention, which will be described subsequently in greater detail, is to provide a new and improved viewing screen protective shield which has all the advantages of the prior art protective shields and none of the disadvantages.

To attain this, the present invention comprises a relatively thin polymeric flexible shield adherably mountable to a viewing screen. The shield is of generally rectangular configuration formed with convexly outwardly extending peripheral edges with a single extending tab directed outwardly of a corner of the intersection of two of the edges to enable and enhance manual grasping of the shield. The shield may be polarized to reduce glare in daylight viewing conditions and be further provided with a plurality of transparent adhesive strips for enhanced securement of the shield to a viewing screen.

My invention resides not in any one of these features per se, but rather in the particular combination of all of them herein disclosed and claimed and it is distinguished from the prior art in this particular combination of all of its structures for the functions specified.

There has thus been outlined, rather broadly, the more important features of the invention in order that the detailed description thereof that follows may be better understood, and in order that the present contribution to the art may be better appreciated. There are, of course additional features of the invention that will be described hereinafter and which will form the subject matter of the claims appended hereto. Those skilled in the art will appreciate that the conception, upon which this disclosure is based, may readily be utilized as a basis for the designing of other structures, methods and systems for carrying out the several purposes of the present invention. It is important, therefore, that the claims be regarded as including such equivalent constructions insofar as they do not depart from the spirit and scope of the present invention.

Further, the purpose of the foregoing abstract is to enable the U.S. Patent and Trademark Office and the public generally, and especially the scientists, engineers and practitioners in the art who are not familiar with patent or legal terms or phraseology, to determine quickly from a cursory inspection the nature and essence of the technical disclosure of the application. The abstract is neither intended to define the invention of the application, which is measured by the claims, nor is it intended to be limiting as to the scope of the invention in any way.

It is therefore an object of the present invention to provide a new and improved viewing screen protective shield which has all the advantages of the prior art protective shields and none of the disadvantages.

It is another object of the present invention to provide a new and improved viewing screen protective shields which may be easily and efficiently manufactured and marketed.

It is a further object of the present invention to provide a new and improved viewing screen protective shield which is of a durable and reliable construction.

An even further object of the present invention is to provide a new and improved viewing screen protective shield which is susceptible of a low cost of manufacture with regard to both materials and labor, and which accordingly is then susceptible of low prices of sale to the consuming public, thereby making such viewing screen protective shields economically available to the buying public.

Still yet another object of the present invention is to provide a new and improved viewing screen protective

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shield which provides in the apparatuses and methods of the prior art some of the advantages thereof, while simultaneously overcoming some of the disadvantages normally associated therewith.

Still another object of the present invention is to provide a new and improved viewing screen protective shield wherein the same is readily securable and releasable in association with a viewing screen.

These together with other objects of the invention, along with the various features of novelty which characterize the invention, are pointed out with particularity in the claims annexed to and forming a part of this disclosure. For a better understanding of the invention, its operating advantages and the specific objects attained by its uses, reference should be had to the accompanying drawings and descriptive matter in which there is illustrated preferred embodiments of the invention.

#### BRIEF DESCRIPTION OF THE DRAWINGS

The invention will be better understood and objects other than those set forth above will become apparent when consideration is given to the following detailed description thereof. Such description makes reference to the annexed drawings wherein:

FIG. 1 is an isometric illustration of the instant invention in association with an electronic device including a viewing screen.

FIG. 2 is an orthographic top plan view of the instant invention.

FIG. 3 is an isometric illustration of Section 3, as illustrated in FIG. 2.

#### DESCRIPTION OF THE PREFERRED EMBODIMENT

With reference now to the drawings, and in particular to FIGS. 1 to 3 thereof, a new and improved viewing screen protective shield embodying the principles and concepts of the present invention and generally designated by the reference numeral 10 will be described.

More specifically, it will be noted that the viewing screen protective shield 10 essentially comprises a polymeric transparent film 11 adherably securable to the viewing screen 13 of an electronic instrument 12, such as a fish finder and the like. Instruments of this class are typically exposed to adverse environmental conditions such as airborne debris, dust, water vapor, and solar exposure. The viewing screen 13 is formed with arcuate corners conventional in the industry and is of a generally convex outwardly extending geometric configuration. The film 11 may be formed to be polarized to reduce glare during usage of the device 12 and film 11 in outdoor environments.

The film 11 is formed with convex peripheral edges including top edge 14, bottom edge 15, right edge 16, and left edge 17, whereupon application of the film to the viewing screen 12, the film 11 will overlie the entire surface of the screen. A tab 18 extends diagonally outwardly of the intersection of the left and top edges 17 and 14 respectively to enhance manual grasping of the film to enable an individual to readily remove and replace the film 11 as it, rather than the more expensive screen 12, loses clarity due to exposure in particular environmental scenarios.

The intersection of the top and right edges 14 and 16, right and bottom 16 and 15, and bottom and left edges 15 and 17, are formed as arcuate corners to conform the film 11 to the viewing screen 13.

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Further, natural adhesion between the polymeric film 11 and the polymeric viewing screen 13 enables adhesion of the film to the screen. Additional transparent adhesive strips 19 and 20 positioned adjacent right and left edges 16 and 17 respectively enables enhanced securement of the film 11 to the screen 13 wherein each adhesive strip is provided with a removable covering strip 22 that may be peeled away to expose the adhesive thereunder and enable the securement of the film to the screen 13. Further, it should be noted that the film 11 is of a constant thickness throughout to avoid distortion in the viewing of subject matter presented by the electronic device 12 through the viewing screen 13.

As to the manner of usage and operation of the instant invention, the same should be apparent from the above description, and accordingly no further discussion relative to the manner of usage and operation of the instant invention shall be provided.

With respect to the above description then, it is to be realized that the optimum dimensional relationships for the parts of the invention, to include variations in size, materials, shape, form, function and manner of operation, assembly and use, are deemed readily apparent and obvious to one skilled in the art, and all equivalent relationships to those illustrated in the drawings and described in the specification are intended to be encompassed by the present invention.

Therefore, the foregoing is considered as illustrative only of the principles of the invention. Further, since numerous modifications and changes will readily occur to those skilled in the art, it is not desired to limit the invention to the exact construction and operation shown and described, and accordingly, all suitable modifications and equivalents may be resorted to, falling within the scope of the invention.

What is claimed as being new and desired to be protected by Letters Patent of the United States is as follows:

1. A viewing screen protective shield for use in combination with an electronic device having a convex viewing screen formed with arcuate corners, said shield comprising,
  - a thin transparent film of constant thickness defined by a forward face and a rear face, and
  - said film defined by a generally rectangular configuration with convex outwardly extending peripheral edges, and said edges defined by a top, bottom, right, and left edge, and
  - a tab extending outwardly of a junction defined by said top and left edges, and
  - wherein the junctions defined by the intersection of the top and right edges, right and bottom edges, bottom and left edges, are of arcuate geometric configuration to conform to the arcuate corners of the viewing screen, and
  - wherein the film is polarized to minimize glare when utilized in an environment exposed to sunlight, and
  - wherein a first and second clear transparent adhesive strip is secured to the rear face of the film adjacent the right and left edges of the film, and
  - wherein the adhesive strips include an overlying removable covering strip manually removable to expose adhesive thereunder for enhanced securement to the viewing screen.]
2. A method of using a thin film to protectively shield an electronic instrument comprising the steps of:
  - providing an electronic instrument having a face plate having an outermost major surface portion,
  - providing a thin, flexible, transparent, plastic film of generally constant thickness having a major surface portion, and

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completely applying and releasably adhering the major surface portion of the film to the outermost major surface portion of the face plate.

3. The method of claim 2 further comprising the step of: applying a releasable, clear, transparent, adhesive layer 5 between the film and the face plate for enabling enhanced securement of the film to the face plate.

4. The method of claim 2 wherein the thin film providing step further comprises the step of:

providing the thin film as a single sheet of polarized film 10 to minimize glare when utilized in an environment exposed to sunlight.

5. A method of using a thin film to protectively shield an electronic instrument comprising the steps of:

providing an electronic instrument having a polymeric 15 face plate having an outermost major surface portion, providing a thin, flexible, transparent film of polymeric material of generally constant thickness having a major surface portion, and 20

completely contacting the major surface portion of the film directly to the outermost major surface of the face plate without an intermediate adhesive layer therebetween while naturally releasably adhering the film to the face plate. 25

6. A protective shield and electronic instrument assembly comprising:

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an electronic instrument having a face plate having an outermost major surface portion,

a thin, flexible, transparent, plastic film of generally constant thickness having a major surface portion completely applied to and releasably adhered to the outermost major surface portion of the face plate.

7. The assembly of claim 6 further comprising:

a releasable, clear, transparent, adhesive layer between the film and the face plate for enabling enhanced securement of the film to the face plate.

8. The assembly of claim 6 wherein the film is a single polarized sheet to minimize glare when utilized in an environment exposed to sunlight.

9. A protective shield and electronic instrument assembly comprising:

an electronic instrument having a polymeric face plate having an outermost major surface portion,

a thin, flexible, transparent film of polymeric material of generally constant thickness having a major surface portion completely in direct contact with and releasably adhered to the outermost major surface portion of the face plate without an intermediate adhesive layer therebetween.

\* \* \* \* \*

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January 30, 1997

Mr. Robert Shapiro  
Casio  
570 Mount Pleasant Avenue  
Dover, New Jersey 07801

Re: Infringement of U.S. Patent No. Re. 35,318  
Issued August, 27, 1996

Dear Mr. Shapiro:

Our law firm represents William J. Warman, the owner of U.S. Patent No. Re. 35,318, issued August 27, 1996, a copy of which is enclosed for your review (the "318 Patent"). Among other things, this utility patent covers:

6. "A protective shield and electronic instrument assembly comprising:

an electronic instrument having an outermost major surface portion,

a thin, flexible, transparent, plastic film of generally constant thickness having a major surface portion completely applied to and releasably adhered to the outermost major surface portion of the face plate."

Based on our investigation, Casio is selling, in Arizona and elsewhere, electronic instruments with protective plastic shields adhered to face plates that appear to infringe Mr. Warman's patent, including but not limited to the following:

Illuminator (CBX 600-IV No. 1304 )

Fliptop Watch/Calculator (Module No. 70)

Various Watches

Stereo Keyboard (Model No. CTK-480)

Mr. Robert Shapiro  
January 30, 1997  
Page 2

This letter constitutes notice to Casio of the '318 Patent, and of Mr. Warman's claims of infringement. Mr. Warman intends to enforce his patent rights against Casio to the full extent of the law, and thus demands that Casio immediately cease and desist from infringing the '318 Patent, to include the cessation of all sales of electronic instruments with protective plastic shields adhered to their face plates. Mr. Warman also intends to hold Casio responsible for any and all damages incurred as a result of Casio's patent infringement, including damages for willful infringement if appropriate.

Mr. Warman would prefer to resolve this subject amicably without resort to litigation, if possible. Of course, if you have information to indicate that your company does not infringe the '318 patent, we ask that you share that information. Based on our investigation, however, infringement seems incontestible. Mr. Warman is open to negotiation of a license agreement with Casio. To that end, I ask that you please contact me promptly upon receipt of this letter to inform me of your company's response to the demand to cease and desist infringement, and to open a dialogue to resolving the damages and licensing issues.

Sincerely,



Don Bivens

cc: Bill Warman

199712

# LISA & COMPANY

8989 E. Via Linda, Suite 215  
Scottsdale, Arizona 85258-5409  
Phone 480-314-2416  
Facsimile 480-314-2425

DOMESTIC & INTERNATIONAL AFFILIATIONS SPECIALISTS  
MERGERS • ACQUISITIONS • DIVESTITURES • JOINT VENTURES

July 6, 1999

Hajime Manabe  
Casio Computer Co., Ltd.  
Intellectual Property and Legal Department  
Intellectual Property Center  
Hamura R and D Center  
2-1, Sakae-Cho 3-Chome  
Hamura-Shi, Tokyo 205 Japan



*d*

Re: INFRINGEMENT OF U.S. PATENT Re. 35,315  
Our Ref: L&C 25-2

Dear Mr. Manabe:

### BACKGROUND

This letter is in furtherance of your letter to my predecessor, Don Bivens, Esq. of the firm of Meyer Hendricks Bivens & Moyes in Phoenix Arizona dated May 12, 1997, in which you informed Mr. Bivens that certain prior art cited by you allegedly invalidates the '318 patent and that Casio does not make or sell the shields mentioned in the '318 patent. For the time being, Mr. Bivens has withdrawn from further representation of Mr. Warman.

We apologize for the delay in getting back to you, but a quicker response was not possible due to the press of many business matters at our end.

### INTRODUCTORY STATEMENT RE REPRESENTATION

Lisa & Company, Inc. dba Lisa & Company ("Lisa & Company") is presently the exclusive representative for the licensing and enforcement of William J. Warman's U.S. Patent Re. 35,318 ("the '318 patent"). (Annex A). I am a licensed and experienced

Hajime Manabe  
July 6, 1999  
Page 2

patent attorney and, in my legal capacity, obtained the '318 patent for Mr. Warman from the United States Patent and Trademark Office ("USPTO"). Mr. Warman is also represented by my law firm, Law Offices of Donald J. Lisa, which specializes in and has extensive experience in patent law, particularly patent litigation. However, while acting as President of Lisa & Company, as I am when conducting these licensing negotiations, I am acting in the non-legal capacity of the dual representation mode approved for me personally by the State Bar of Arizona in 1987. Nonetheless, I shall voluntarily accord to you all of the protocols and safeguards required by the American Bar Association Model Rules Of Professional Conduct and by the Arizona Rules of Professional Conduct which govern the conduct of attorneys.

Accordingly, if, on the one hand, you are represented by an attorney in this matter, please identify him/her to me so that I may communicate directly with him and promptly refer this letter to him unless it is your intention and desire to waive that right and conduct these negotiations yourself. In that case may I please have a letter from your attorney stating that I can communicate with you directly.

If, on the other hand, you are not represented by an attorney but are considering retaining one to conduct these negotiations for you, again, in that case, too, please identify him/her for me and promptly refer this letter to him unless it is your intention and desire to waive that right and conduct these negotiations yourself. In the latter case, may I please have a letter from you stating that I can communicate with you directly until such time as you (or I) deem it appropriate for you to be represented by counsel for the further conduct of such negotiations.

#### SCOPE OF THE CLAIMS OF THE '318 PATENT

I have re-reviewed the entire prosecution history of the '318 patent together with all of the correspondence between Mr. Bivens or Mr. Warman and all third parties relating to this matter, including all prior art cited by any party to date.

During the prosecution of patent application Serial Number 08/276,983 filed 7/19/94 ("the '983 application") which matured into the '318 patent with priority back to



Hajime Manabe

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the 2/13/89 filing date of the original patent application Serial Number 309,486 ("the '486 application") which matured into the original U. S. Patent 5,132,588 ("the '588 patent"), the Examiner had repeatedly cited prior art in rejecting the claims in the several prior Office actions. Applicant filed a responsive amendment on 10/30/95 together with a Rule 1.132 Declaration of the inventor, Mr. Warman, in each of which applicant further narrowed the definition of the invention being claimed in order to avoid the cited prior art. The claimed invention was narrowed to a thin, flexible, transparent film having sufficient thickness and composition to retain its shape to be releaseably applied and adhered to the outermost surface of the face plate of a liquid crystal readout and to protect the face plate from damage while in use. (Annex B). In the subsequent Examiner's amendment dated 2/23/96, authorized in a telephonic interview with the applicant's attorney (me) on the previous day 2/22/96, the Examiner allowed the claims on the basis of the amendment and the statements under oath by Mr. Warman in his §132 Declaration, and the applicant agreed to a further amendment to the claims proposed by the Examiner to overcome potential §112, paragraph 1 rejections. In the examiner's amendment, "electronic instrument" was substituted for "liquid crystal readout", and the definition proposed by applicant as to the rigidity and composition character of the film was deemed unnecessary and was deleted from the claims. The '318 patent then issued routinely on 8/27/96. (Id.).

Accordingly, the scope of the '318 patent is limited to completely applying and releaseably adhering a thin, flexible, transparent film to the outermost surface of a face plate of an electronic instrument to protect the face plate during use of the instrument, and equivalents thereof, i.e., as presently advised, performing the claimed steps by applying the film to the flat front surface of LCD'S and LCR'S. (Id.).

Applying the film to the molded envelope of a conventional television tube is excluded. Such a device is a cathode ray tube ("CRT"), not an LCD or LCR, and it does not have a face plate, i.e. its front surface is not flat.



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Also excluded from the scope of the '318 patent are the steps of applying (1) temporary notice labels and advertising decals bearing written or printed indicia because such films are not transparent, or, (2) temporary shipping and handling overlays whether or not transparent, because such films are designed to be removed in use.

Accordingly, as construed, the '318 patent is not invalid, is infringed by many parties, and is enforceable against all infringers in view of all of the prior art of record of which we are aware.

**THE PRIOR CONTACTS BETWEEN THE PARTIES**

It is clear from the prior correspondence between the parties that the '318 patent was being asserted in relation to temporary notice labels and advertising decals and/or temporary shipping and handling overlays found on Casio Illuminators, Watches, Calculators and Stereo Keyboards. Accordingly, all such charges of infringement are herewith withdrawn.

The above withdrawal, however, does not end the need for Casio Computer Company to consider a license under the '318 patent as described in greater detail below.

**CASIO COMPUTER COMPANY, LTD. INFRINGES THE '318 PATENT**

In the interim since the last contact between the parties, we have become aware that Casio is making, using, offering for sale and selling in the U.S. large volumes of the Cassiopeia hand held computers with screen protectors designated A10, A11, A20, E10 and E11 which products we believe infringe the '318 patent.

Accordingly, we herewith demand that Casio immediately cease and desist from such infringing conduct and contact us immediately with respect to starting a new round of licensing discussions relative to such infringement.

**LICENSE PROPOSAL**

If Casio is only interested in purchasing product from Mr. Warman or a licensed source for your own use or for resale to others, please let us know, and Mr. Warman or



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I will be directly in touch with you shortly in that regard.

However, if Casio is interested in making, using, offering for sale, or selling or continuing to make, use, offer for sale and sell screen protectors releaseably applied, or to be releaseably applied to the outermost surface of the screen of an electronic instrument, we hereby offer Casio a non-exclusive license to practice the inventions covered by the '318 patent subject to the following essential terms:

1. **Lump Sum Payment.** An initial, non-refundable, lump sum payment of \$5,000.00 US for the recovery in part of research and development expenses and expenses for administration of this licensing program, payable upon signing the license.

2. **Royalty Payments.** A royalty for past and future use of the inventions covered by the '318 patent in the amount of 5% of the fair market value of the elements employed in practicing the patented methods, i.e., (the net selling price ("NSP") of the screen protector plus the Arms Length Allocated Wholesale Fair Market Value Of The Face Plate Assembly ("FPAFMV") to which the screen is applied (e.g., may include face plate, adhesive, coatings or layers bonded to the face plate, or polarizers, etc).

a. **Screen Protector Royalty Base.** The royalty base of the screen protector is the NSP of each screen protector.

b. **Face Plate Assembly Royalty Base.** At the present time we are using the only logical benchmark we have for determining the royalty base of the face plate assembly, FPAFMV, namely, by reference to what we believe is the present repair policy of Palm Computing, Inc., a 3Com company, of charging \$100.00 to repair a damaged face plate assembly in one of its Palm™ line hand held computers by substituting a reconditioned identical complete hand held computer in exchange for the damaged complete hand held computer. Converted to a square unit basis, this valuation is the equivalent of a FPAFMV in square units of about \$13.51(=\$100÷7.4 in<sup>2</sup>) US per square inch of face plate surface (or screen protector surface if that is used as a proxy for the face plate surface) for the Palm IIIv™ unit and related units, and about

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\$15.08 (= \$100 + 6.63 in<sup>2</sup>) US per square inch of face plate surface (or screen protector surface if that is used as a proxy for the face plate surface) for the Palm V™ unit and related units.<sup>1</sup>

c. Reasonable Benchmark. We believe this benchmark is reasonable because our investigation to date indicates

(1). Palm Computing, Inc. is presently the largest manufacturer of hand held computers in the world.

(2). there is no other readily identifiable FPAFMV known in the trade.

(3). Mr. Warman is entitled to receive royalties that include his lost profits and the savings realized by the manufacturer or the user of a competitive product from the unauthorized practice of his invention.

(4) Mr. Warman is entitled to receive royalties that include a fair percentage of the so-called "pull through", "convoyed", "derivative" and/or "collateral" products sold with or the sale of which was induced in whole or part by the unauthorized sale or use of an invention covered by Mr. Warman's '318 patent.

d. Alternative Valuation Method For FPAFMV.. Nonetheless, we are open to consider any reasonable, documented approach to determining FPAFMV even if that results in a reduction in the royalties Mr. Warman receives because our goal is to be fair and reasonable to all parties in licensing the '318 patent. However, should we later adopt a lower FPAFMV, there will be no refund of royalties previously paid.

3. Covenant Not to Sue. Upon signing our license Casio will be given a covenant by Mr. Warman not to sue Casio or its customers under the apparatus claims of the '318 patent so that Casio can pass on a license to its customers under the 'entire

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<sup>1</sup>Therefore, e.g., at 5%, the royalty for the use of each screen protector sold at an NSP of \$3.00 for a Palm V™ computer would be  $.05 \times (\$3.00 + (\$15.08/\text{in}^2 \times 6.63\text{in}^2)) = .05 \times (\$3.00 + \$100) = .05 \times \$103 = \$5.15 \text{ US}$ .

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'318 patent since Mr. Warman will have been fully compensated for Casio's and its customers' total use of the invention by the method outlined herein.

4. Patent Marking. Any product or process that is deemed covered by the '318 patent must be properly marked as Manufactured Under License Of U.S. Patent Re. 35,318. There will be no exceptions to this requirement.

If Casio is interested in taking a license under the '318 patent, please let us know immediately, and we will send you a summary of the remaining terms of the license so that you will have a clear understanding of all material terms as we begin to negotiate the final details of the license.

#### ENFORCEMENT OF THE '318 PATENT

Please realize that from the date of issuance of the '318 patent Mr. Warman has marked each screen protector he has sold with his '318 patent number and each licensee he signs must do the same. Thus, under 35 U.S.C. §287 of the patent code damages are already accruing day-to-day in Mr. Warman's favor and against anyone who without a license makes, uses, offers for sale, or sells in the U.S.<sup>2</sup> a product or process which infringes the '318 patent, or anyone who contributes thereto, or anyone who induces another to do so. Sooner or later, each and every contributor, inducer, and direct infringer will be called upon to account to Mr. Warman for his past and future infringements. Such accounting shall not be less than a reasonable royalty, but also will include (1) lost profits, which may be measured by the forecast total profits of the infringer less a net profit percentage generally acceptable in the industry irrespective of the infringer's actual profits, the (2) savings realized from the practice of the invention, a percentage of (3) pull through, convoyed, derivative and collateral sales, (4) trebling of all of the above for willful infringement, (5) attorneys fees for an exceptional case, and (6) costs of the action together with a (7) permanent

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<sup>2</sup>Which includes offers for sale made over the Internet even when the offerer is located in a foreign country since such offers are actually received by the offeree in the offeree's computer in the U.S.

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injunction against future sales.

#### CONCLUSION

I request that you please contact me at my phone/fax numbers above, or at my e-mail address [lisalaw@futureone.com](mailto:lisalaw@futureone.com) which is located at the Law Offices of Donald J. Lisa not later than July 21, 1999 to initiate the license negotiations or to state your non-interest in doing so.

I hope Casio will have an interest in considering a license under the '318 patent at this time. Rest assured, whatever more detailed proposal we are prepared to make to Casio now will not be available at a later date, if at all, especially if Mr. Warman is forced to litigate his '318 patent against any party and succeeds in proving infringement by whomever may be the defendant, and the patent survives any invalidity challenge by them.

However, we all know that patent litigation is a tremendous financial drain on all parties' resources and is to be undertaken only as a last resort. Therefore, we want to take all steps to avoid litigation under the '318 patent.

Nonetheless, we strongly urge Casio not to ignore this proposal, because Mr. Warman intends to enforce his '318 patent against anyone who infringes it and refuses a license. The statute of limitations for the recovery of damages for past infringements in patent cases is six years. Importantly, where a potential infringer has actual notice of another's patent rights, the potential infringer thereafter has an affirmative duty of due care to steer clear of infringing conduct, and that affirmative duty will normally entail the obtaining of competent legal advice of counsel before infringing or continuing to infringe the patent rights the failure of which will result in willful infringement and the trebling of the recovery except for attorneys fees and costs. Casio has been duly noticed.

I await your kind and prompt reply.

Kindest personal regards,

Very sincerely Yours,

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Lisa & Company

By: Donald J. Lisa  
Donald J. Lisa  
President

DJL\ZIP#1\DJLL&CLIENTWARMNVSPICASIO1.WPD

From: "Donald J. Lisa" <lisalaw@uswest.net>  
To: "Rein, Barry, D." <barry@pennie.com>, "Nichols, G....  
Date: Tue, Aug 22, 2000 7:55 PM  
Subject: Infringement of U.S. Patent Re.35,318

August 22, 2000

Re: INFRINGEMENT OF U.S. PATENT Re. 35,318

Dear Sir/Madam:

This letter is responsive to communications to and from you and/or your client, as appropriate, regarding infringement of Mr. Warman's above patent. For the reasons stated in my previous communications, all parties are advised that after extensive investigation and research of each addressee's contentions, Mr. Warman still maintains a good faith belief that his '318 patent is widely infringed, including by you or your client, as appropriate, and a good faith belief that his '318 patent is valid and enforceable under the law until otherwise proven by clear and convincing evidence presented by an accused infringer, which, so far, has not occurred.

You can expect a letter from me refuting any of your previous contentions as to the alleged non-infringement, invalidity, and/or unenforceability of the Warman '318 patent. However, because we are dealing with many parties, and Mr. Warman's resources are stretched thin and time is of the essence, I can not state precisely at this time when you will receive the above letter. Moreover, the well settled federal law recited below overrides all accused parties' contentions of alleged unfair competition, interference with contracts, patent misuse, and/or antitrust violations allegedly resulting from Mr. Warman's good faith enforcement of the '318 patent.

#### 1. Legal Discussion and Principles

##### A. Federal Supremacy

Our Court of Appeals has held that good faith assertion of patent rights is governed by federal law: *Mikohn Gaming Corp. v. Acres Gaming, Inc.*, 165 F.3d 691, 49 USPQ2d 1308 (Fed. Cir. 1998) as follows:

"The only basis for this action of tortious interference with business relationships was Acres' giving of notice of its patent rights and the intent to enforce them. The propriety of that notice depends on patent law and the patent issues to which the notice pertains. National uniformity, in confluence with the national scope of the patent grant and the general federal exclusivity in patent causes, require that determination of the propriety of Acres' actions in giving notice of its patent rights is governed by federal statute and precedent and is not a matter of state tort law. Thus in *Hunter Douglas, Inc. v. Harmonic Designs, Inc.*, 153 F.3d 1318, 1336, 47 USPQ2d 1769, 1782 (Fed. Cir. 1998) the court observed that "federal patent law bars the imposition of liability for publicizing a patent in the marketplace unless the plaintiff can show that the patent holder acted in bad faith." In *Abbott Laboratories v. Brennan*, 952 F.2d 1346, 1355-57, 21 USPQ2d 1192, 1199-1201 (Fed. Cir. 1991) the court held that the allegation of inequitable conduct in obtaining a patent is not remediable by state action for abuse of process. This court affirmed



the inappropriateness of providing another forum for collateral attack, under the common law, on proceedings for which federal process has been provided."

#### B. The Federal Law On Patentee's Notice Of Infringement

The CAFC went on in Mikohn to summarize the well settled law describing clearly that good faith assertion of federal patent rights is not marketplace misconduct as follows:

"In general, Mikohn's position takes its support from state tort law, and Acres from federal patent law. Federal precedent is that communication to possible infringers concerning patent rights is not improper if the patent holder has a good faith belief in the accuracy of the communication. Although "bad faith" may encompass subjective as well as objective considerations, and the patent holder's notice is not irrelevant to a determination of bad faith, a competitive commercial purpose is not of itself improper, and bad faith is not supported when the information is objectively accurate. In general, a threshold showing of incorrectness or falsity, or disregard for either, is required in order to find bad faith in the communication of information about the existence or pendency of patent rights. Indeed, a patentee, acting in good faith on its belief as to the nature and scope of its rights, is fully permitted to press those rights "even though he may misconceive what those rights are." *Kaplan v. Helenhut Novelty Co.*, 182 F.2d 311, 314, 85 USPQ 285, 287 (2d Cir. 1950). It has long been recognized that "Patents would be of little value if infringers of them could not be notified of the consequences of infringement or proceeded against in the courts. Such action considered by itself cannot be said to be illegal." *Virtue v. Creamery Package Mfg. Co.*, 227 U.S. 8, 37-38 (1913). Thus federal authority makes clear that it is not improper for a patent holder to advise possible infringers of its belief that a particular product may infringe the patent. *Scosche Indus., Inc. v. Visor Gear Inc.*, 121 F.3d 675, 681, 43 USPQ2d 1659, 1664 (Fed. Cir. 1997). See, e.g., *Mallinckrodt, Inc. v. Medipart, Inc.*, 976 F.2d 700, 709, 24 USPQ2d 1173, 1180 (Fed. Cir. 1992) (a patentee "that has a good faith belief that its patents are being infringed violates no protected right when it so notifies infringers"); *Concrete Unlimited, Inc. v. Cementcraft, Inc.*, 776 F.2d 1537, 1539, 227 USPQ 784, 785 (Fed. Cir. 1985) (patentee "did only what any patent owner has the right to do to enforce its patent, and that includes threatening alleged infringers with suit").

A patentee has the right to inform a potential infringer of the existence of the patent, whereby the recipient of the information may adjust its activities, perhaps seek a license, or otherwise act to protect itself. *Virginia Panel Corp. v. MAC Panel Co.*, 133 F.3d 860, 869, 45 USPQ2d 1225, 1232 (Fed. Cir. 1997). The statute contemplates such notice. See 35 U.S.C. § 287 (Limitation on damages and other remedies; marking and notice). Federal law has uniformly upheld a patentee's right to publicize the issuance of patents and to so inform potential infringers. ...The preliminary injunction is vacated."

#### C. The Federal Law On Patent Applicant's Notice Of Future Infringement

The CAFC recently held that the same principles apply to a patent applicant noticing infringement of his to-be-issued patent in *Scosche Indus., Inc. v. Visor Gear Inc.*, 121 F.3d 675, 681, 43 USPQ2d 1659, 1664 (Fed. Cir. 1997) as follows:

\*Scosche's evidence with respect to Visor-Gear's contact with Tandy is insufficient to raise a triable issue of unfair competition under applicable law. The letter accurately set forth the status of Visor Gear's patent application and expressed Visor Gear's belief that the Scosche product would infringe the patent once the patent issued. \*Scosche points to no authority holding that it is unfair competition for a patent applicant to advise a prospective customer of the status of his pending patent application and of the applicant's belief that competing goods will infringe the patent if and when it issues. \*Scosche offered no evidence from which a factfinder could conclude that Visor Gear's representation was made in bad faith. In any event, the mere characterization of Visor Gear's contact with Tandy as "harassing" would not be sufficient, even if unrebutted, to support a judgment in favor of Scosche on its unfair competition claim. \*Kaplan v. Helenhart Novelty Corp., 182 F.2d 311, 314, 85 USPQ 285, 287 (2d Cir. 1950) ("it is not an actionable wrong for one in good faith to make plain to whomsoever he will that it is his purpose to insist upon what he believes to be his legal rights, even though he may misconceive what those legal rights are").\*

#### D. Further Description Of Bad Faith

The CAFC recently further described what is and what is not bad faith in Zenith Electronics Capital v. Exzec, Inc., 182 F.3d 1340, 51 USPQ2d 1337 (Fed. Cir. 1999) as follows:

\*Exactly what constitutes bad faith remains to be determined on a case by case basis. Obviously, if the patentee knows that the patent is invalid, unenforceable, or not infringed, yet represents to the marketplace that a competitor is infringing the patent, a clear case of bad faith representations is made out. Furthermore, statements to the effect that a competitor is incapable of designing around the patent are inherently suspect. They are suspect not only because with sufficient effort it is likely that most patents can be designed around, but also because such a statement appears nearly impossible to confirm a priori. For these reasons, the bad faith element may be much easier to satisfy for statements of this type. See Mikohn Gaming, 165 F.3d at 897, 49 USPQ2d at 1312 (noting that "bad faith" may encompass subjective as well as objective considerations, and that the patentee's particular statements themselves are not irrelevant to determining bad faith). \*We have considered, in this Interlocutory appeal, the specific issue of whether, under the facts and circumstances of this case, Exzec's § 43(a) and state unfair competition claims are barred by the patent or antitrust laws. We conclude that they are not, but that the right of a patentee afforded by patent law to assert that a competitor is engaged in wrongful conduct with respect to the patent requires that a complaining competitor allege and prove bad faith for each such claim.\*

#### E. Government Contractors, 28 USC §1498, And Good Faith, Non-Broadening, Assertion Is Not Patent Misuse

The CAFC further recently ruled in a case involving a government contractor under 28 USC §1498 that asserting a patent in good faith only against what it covers is not patent misuse in Virginia Panel Corp. v. MAC Panel Co., 133 F.3d 860, 869, 45 USPQ2d 1225, 1232 (Fed. Cir. 1997) as follows:

\*VP's practices did not constitute patent misuse because they did not broaden the scope of its patent, either in terms of covered subject

matter or temporally. That VP sent infringement notices to various government contractors, even notices that threatened suit and injunctions, did not indicate that VP attempted to broaden its patent monopoly. As we stated in *Mallinckrodt*, 976 F.2d at 709, 24 USPQ2d at 1180: "A patentee that has a good faith belief that its patents are being infringed violates no protected right when it so notifies infringers." Accordingly, a patentee must be allowed to make its rights known to a potential infringer so that the latter can determine whether to cease its allegedly infringing activities, negotiate a license if one is offered, or decide to run the risk of liability and/or the imposition of an injunction. See *Loctite Corp. v. Ultraseal Ltd.*, 781 F.2d 861, 877, 228 USPQ 90, 101 (Fed. Cir. 1985) (noting "the public policy of erecting a barrier against thwarting patentees from asserting legitimate patent rights"). That applies even to warning a company like MAC, that, at least in its role as a supplier to the United States, could not be subject to liability or enjoined from practicing the claimed invention. While section 1498 clearly restricts a patentee's remedies against government contractors' infringing acts, it does not make those acts non-infringing and it certainly does not prohibit the sending of infringement notices to government contractors. The statute only provides an affirmative defense for applicable government contractors by establishing that, as to goods "used or manufactured by or for the United States," the contractor will not be liable for its infringing acts. 28 U.S.C. § 1498; see also *Manville Sales Corp. v. Paramount Sys. Inc.*, 917 F.2d 544, 554, 16 USPQ2d 1587, 11594 (Fed. Cir. 1990) (noting that section 1498 is applied as "a codification of a defense").

F. Good Faith Patent Enforcement Is Not An Antitrust Violation  
As in the patent misuse case, the CAFC held in *Virginia Panel* that good faith enforcement does not violate the antitrust laws as follows:

"The antitrust laws do not preclude patentees from putting suspected infringers on notice of suspected infringement. See *Mallinckrodt*, 976 F.2d at 709, 24USPQ2d at 1180 ("A patentee that has a good faith belief that its patents are being infringed violates no protected right when it so notifies infringers."). Rather, they are designed to promote competition to the advantage of consumers, not for the protection of competitors. See *Brunswick Corp.*, 429 U.S. at 488 ("The antitrust laws, however, were enacted for the protection of competition, not competitors.") (quoting *Brown Shoe Co. v. United States*, 370 U.S. 294, 320 (1962)). Thus, a patentee may lawfully police a market that is effectively defined by its patent. Similarly, the antitrust laws are not designed to penalize an individual who lawfully obtains a government procurement contract, even if the award of that contract dramatically and necessarily altered a two-supplier market. While the district court and the jury viewed VP's aggressive conduct as anti-competitive and as the cause of MAC's market losses, VP's enforcement of the patent rights was not unlawful. Accordingly, we reverse the judgment that VP violated the Sherman Act through monopolization and attempted monopolization of the high-performance ATE general purpose interface market."

As was stated by the CAFC in the *Scosche* case, [No party] has offered [any] evidence to suggest that [Bill Warman] was acting in bad faith when [he] expressed the belief that [the accused parties'] products infringed the [\*318] patent.

Therefore, we are giving all infringing parties 90 days within which to sign a license with Mr. Warman, failing which, it is our intent to let the federal courts decide the issue.

Enclosed are copies of Mr. Warman's three different proposed license agreements defining his licensing program for the entire industry and which are each drafted to individually address a particular type of infringing activity. Please review the proposed license agreements, in particular, the one that most appropriately addresses your interests and contact me promptly with your comments. Thus, if you or your client, as appropriate, fail to sign a license with Mr. Warman within 90 days of this communication, you or your client, as appropriate, proceed at your/his/her own risk.

Kindest personal regards,  
Very sincerely Yours,

Donald J. Lisa, President

LISA & COMPANY  
8989 E. Via Linda, Suite 215  
Scottsdale, Arizona 85258-5409  
Phone: (480) 314-2416  
Fax: (480) 314-2425

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