

Table of Cases

A

- A&M Records, Inc. v. Napster, Inc., 239 F.3d 1004, 57 U.S.P.Q.2d 1729 (9th Cir. 2001)—§§ 1:59, 1:83, 1:94
- Abbott Redmont Thinlite Corp. v. Redmont, 324 F. Supp. 965 (S.D. N.Y. 1971)—§ 1:161
- Abercrombie & Fitch Co. v. Hunting World, Inc., 537 F.2d 4, 189 U.S.P.Q. 769 (2d Cir. 1976)—§ 1:131
- Accent Designs, Inc. v. Jan Jewelry Designs, Inc., 827 F. Supp. 957, 30 U.S.P.Q.2d 1734 (S.D. N.Y. 1993)—§ 1:98
- ActMedia, Inc. v. Active Media Intern., Inc., 1996 WL 466527 (N.D. Ill. 1996)—§ 1:129
- Advanced Computer Services of Michigan, Inc. v. MAI Systems Corp., 845 F. Supp. 356, 30 U.S.P.Q.2d 1443, 1994-1 Trade Cas. (CCH) ¶ 70589 (E.D. Va. 1994)—§ 1:62
- Aero Bolt & Screw Co. of Cal., v. Iaia, 180 Cal. App. 2d 728, 5 Cal. Rptr. 53, 125 U.S.P.Q. 545 (2d Dist. 1960)—§ 2:59
- Al-Site Corp. v. VSI Intern., Inc., 174 F.3d 1308, 50 U.S.P.Q.2d 1161 (Fed. Cir. 1999)—§ 1:28
- Alcatel USA, Inc. v. DGI Technologies, Inc., 166 F.3d 772, 49 U.S.P.Q.2d 1641, 1999-1 Trade Cas. (CCH) ¶ 72433, 42 Fed. R. Serv. 3d 1097, 185 A.L.R. Fed. 645 (5th Cir. 1999)—§§ 1:3, 1:83, 1:95
- Allen-Myland, Inc. v. International Business Machines Corp., 770 F. Supp. 1014, 21 U.S.P.Q.2d 1961 (E.D. Pa. 1991)—§ 1:89
- Allergan Optical, Inc. v. Cohen, 15 U.S.P.Q.2d 1810, 1990 WL 157498 (E.D. N.Y. 1990)—§§ 5:23, 5:25
- Altera Corp. v. Clear Logic, Inc., 424 F.3d 1079, 76 U.S.P.Q.2d 1265 (9th Cir. 2005)—§ 1:114
- American Civil Liberties Union v. Reno, 929 F. Supp. 824 (E.D. Pa. 1996)—§ 1:93
- American College of Surgeons v. Lumbermens Mut. Cas. Co., 142 Ill. App. 3d 680, 96 Ill. Dec. 719, 491 N.E.2d 1179 (1st Dist. 1986)—§ 2:15
- American Geophysical Union v. Texaco Inc., 60 F.3d 913, 35 U.S.P.Q.2d 1513, 144 A.L.R. Fed. 745 (2d Cir. 1994)—§ 1:92
- American Heritage Life Ins. Co. v. Heritage Life Ins. Co., 494 F.2d 3, 182 U.S.P.Q. 77 (5th Cir. 1974)—§ 1:126
- American Welding & Engineering Co. v. Luebke, 37 Wis. 2d 697, 155 N.W.2d 576, 28 A.L.R.3d 1 (1968)—§ 1:151
- Amgen, Inc. v. Chugai Pharmaceutical Co., Ltd., 13 U.S.P.Q.2d 1737, 1989 WL 169006 (D. Mass. 1989)—§ 1:22
- Anaconda Co. v. Metric Tool & Die Co., 485 F. Supp. 410, 205 U.S.P.Q. 723 (E.D. Pa. 1980)—§ 2:61
- Anadigics, Inc. v. Raytheon Co., 903 F. Supp. 615, 37 U.S.P.Q.2d 1666 (S.D. N.Y. 1995)—§ 1:109
- Animal Legal Defense Fund v. Quigg, 710 F. Supp. 728, 9 U.S.P.Q.2d 1816 (N.D. Cal. 1989)—§ 4:16
- Apple Computer, Inc. v. Formula Intern. Inc., 725 F.2d 521, 221 U.S.P.Q. 762 (9th Cir. 1984)—§§ 1:63, 1:70, 4:22
- v. Franklin Computer Corp., 714 F.2d 1240, 219 U.S.P.Q. 113, 70 A.L.R. Fed. 153 (3d Cir. 1983)—§§ 1:63, 1:70, 1:82, 2:17, 4:13, 4:15, 4:22
- v. Microsoft Corp., 35 F.3d 1435, 32 U.S.P.Q.2d 108C (9th Cir. 1994)—§§ 1:70, 1:72
- v. Microsoft Corp., 821 F. Supp. 616 (N.D. Cal. 1993)—§ 1:72
- v. Microsoft Corp., 799 F. Supp. 1006, 24 U.S.P.Q.2d 1081 (N.D. Cal. 1992)—§ 1:72
- Arachnid, Inc. v. Merit Industries, Inc., 939 F.2d 1574, 19 U.S.P.Q.2d 1513 (Fed. Cir. 1991)—§ 2:41
- Argoudelis, Application of, 58 C.C.P.A. 769, 434 F.2d 1390, 168 U.S.P.Q. 99 (1970)—§ 1:22
- Ariad Pharmaceuticals, Inc. v. Eli Lilly and Co., 560 F.3d 1366, 90 U.S.P.Q.2d 1549 (Fed. Cir. 2009)—§ 1:37
- Arizona Retail Systems, Inc. v. Software Link, Inc., 831 F. Supp. 759, 22 U.C.C. Rep. Serv. 2d 70 (D. Ariz. 1993)—§ 1:62
- Arnold Palmer Golf Co. v. Fuqua Industries, Inc., 541 F.2d 584 (6th Cir. 1976)—§ 2:55
- Aronson v. Quick Point Pencil Co., 440 U.S. 257, 99 S. Ct. 1096, 59 L. Ed. 2d 296, 201 U.S.P.Q. 1, 1979-1 Trade Cas. (CCH) ¶ 62477 (1979)—§ 1:9
- Arrhythmia Research Technology, Inc. v. Corazonix Corp., 958 F.2d 1053, 22 U.S.P.Q.2d 1033 (Fed. Cir. 1992)—§§ 1:16, 4:15
- Arthur Rutenberg Homes, Inc. v. Drew Homes, Inc., 29 F.3d 1529, 31 U.S.P.Q.2d 1940 (11th Cir. 1994)—§§ 1:53, 1:54
- A/S Apothekernes Laboratorium for Specialpreparater v. I.M.C. Chemical Group, Inc., 873 F.2d 155 (7th Cir. 1989)—§§ 2:12, 2:21, 2:55
- Assessment Technologies of WI, LLC v. WIRE-

- data, Inc., 361 F.3d 434, 70 U.S.P.Q.2d 1243 (7th Cir. 2004)—§§ 1:2, 1:64, 1:83
- Asset Marketing Systems, Inc. v. Gagnon, 542 F.3d 748, 88 U.S.P.Q.2d 1343 (9th Cir. 2008)—§§ 1:54, 2:2, 2:13
- Atari Games Corp. v. Nintendo of America, Inc., 30 U.S.P.Q.2d 1401, 1993 WL 214886 (N.D. Cal. 1993)—§ 2:15
- v. Nintendo of America Inc., 975 F.2d 832, 24 U.S.P.Q.2d 1015, 1992-2 Trade Cas. (CCH) ¶ 69969 (Fed. Cir. 1992)—§ 1:71
- v. Nintendo of America, Inc., 897 F.2d 1572, 14 U.S.P.Q.2d 1034, 1990-1 Trade Cas. (CCH) ¶ 68946 (Fed. Cir. 1990)—§ 1:3
- v. Oman, 888 F.2d 878, 12 U.S.P.Q.2d 1791 (D.C. Cir. 1989)—§ 1:53
- Authors Guild, The v. Google, Inc., 98 U.S.P.Q.2d 1229, 2011-1 Trade Cas. (CCH) ¶ 77387, 2011 WL 986049 (S.D. N.Y. 2011)—§ 1:61
- Autogiro Co. of America v. U.S., 181 Ct. Cl. 55, 384 F.2d 391, 155 U.S.P.Q. 697 (1967)—§ 1:36
- Avery Dennison Corp. v. Sumpton, 189 F.3d 868, 51 U.S.P.Q.2d 1801 (9th Cir. 1999)—§ 1:133

B

- Banner Metals, Inc. v. Lockwood, 178 Cal. App. 2d 643, 3 Cal. Rptr. 421, 125 U.S.P.Q. 29 (2d Dist. 1960)—§ 2:59
- Basic Books, Inc. v. Kinko's Graphics Corp., 758 F. Supp. 1522, 66 Ed. Law Rep. 983, 18 U.S.P.Q.2d 1437 (S.D. N.Y. 1991)—§ 1:92
- Bateman v. Mnemonics, Inc., 79 F.3d 1532, 38 U.S.P.Q.2d 1225 (11th Cir. 1996)—§§ 1:71, 1:73, 1:82, 1:92
- Bayer Corp. v. Roche Molecular Systems, Inc., 72 F. Supp. 2d 1111 (N.D. Cal. 1999)—§ 1:162
- Beacon Plastic & Metal Products, Inc. v. Corn Products Co., 57 Misc. 2d 624, 293 N.Y.S.2d 429 (App. Term 1968)—§ 5:31
- Beghin-Say Intern., Inc. v. Ole-Bendt Rasmussen, 733 F.2d 1568, 221 U.S.P.Q. 1121 (Fed. Cir. 1984)—§§ 2:41, 2:44
- Bell v. Congress Mortg. Co., Inc., 30 Cal. Rptr. 2d 205 (App. 1st Dist. 1994)—§ 2:7
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 127 S. Ct. 1955, 167 L. Ed. 2d 929, 2007-1 Trade Cas. (CCH) ¶ 75709, 68 Fed. R. Serv. 3d 661 (2007)—§§ 1:4, 1:8
- Bennett v. Bliss, 103 Idaho 358, 647 P.2d 814 (Ct. App. 1982)—§ 2:14
- Berkic v. Crichton, 761 F.2d 1289, 11 Media L. Rep. (BNA) 2450, 226 U.S.P.Q. 787 (9th Cir. 1985)—§ 1:69
- Bernstein v. U.S. Dept. of Justice, 176 F.3d 1132 (9th Cir. 1999)—§ 1:156
- Bethlehem Steel Corp. v. G.C. Zarnas and Co., Inc., 304 Md. 183, 498 A.2d 605 (1985)—§ 2:14
- Bid for Position, LLC v. AOL, LLC, 601 F.3d 1311, 94 U.S.P.Q.2d 1368 (Fed. Cir. 2010)—§ 1:133
- Bilski v. Doll, 129 S. Ct. 2735, 174 L. Ed. 2d 246 (2009)—§ 3:1
- v. Kappos, 130 S. Ct. 3218, 177 L. Ed. 2d 792, 95 U.S.P.Q.2d 1001, 2010-1 U.S. Tax Cas. (CCH) ¶ 50481 (2010)—§§ 1:25, 3:1, 4:18
- Bilski, In re, 545 F.3d 943, 88 U.S.P.Q.2d 1385, 2008-2 U.S. Tax Cas. (CCH) ¶ 50621 (Fed. Cir. 2008)—§ 4:18
- Bobbs-Merrill Co. v. Straus, 210 U.S. 339, 28 S. Ct. 722, 52 L. Ed. 1086 (1908)—§ 1:62
- Bond, In re, 910 F.2d 831, 15 U.S.P.Q.2d 1566 (Fed. Cir. 1990)—§ 1:34
- Bonito Boats, Inc. v. Thunder Craft Boats, Inc., 489 U.S. 141, 109 S. Ct. 971, 103 L. Ed. 2d 118, 9 U.S.P.Q.2d 1847 (1989)—§ 1:96
- v. Thunder Craft Boats, Inc., 487 So. 2d 395 (Fla. Dist. Ct. App. 5th Dist. 1986)—§ 1:1
- Bowers v. Baystate Technologies, Inc., 320 F.3d 1317 (Fed. Cir. 2003)—§§ 1:34, 1:84, 2:1, 2:40
- Brana, In re, 51 F.3d 1560, 34 U.S.P.Q.2d 1436 (Fed. Cir. 1995)—§ 1:27
- Brenner v. Manson, 383 U.S. 519, 86 S. Ct. 1033, 16 L. Ed. 2d 69, 148 U.S.P.Q. 689 (1966)—§ 1:27
- Bristol-Myers Squibb Co. v. Royce Laboratories, Inc., 69 F.3d 1130, 36 U.S.P.Q.2d 1641 (Fed. Cir. 1995)—§ 1:40
- Brokers Title Co., Inc. v. St. Paul Fire & Marine Ins. Co., 610 F.2d 1174 (3d Cir. 1979)—§§ 2:7, 2:13
- Brooktree Corp. v. Advanced Micro Devices, Inc., 977 F.2d 1555, 24 U.S.P.Q.2d 1401 (Fed. Cir. 1992)—§§ 1:108, 1:109, 1:110, 1:111, 1:112, 1:114, 1:123
- v. Advanced Micro Devices, Inc., 705 F. Supp. 491, 10 U.S.P.Q.2d 1374, 113 A.L.R. Fed. 769 (S.D. Cal. 1988)—§§ 4:20, 5:10
- Brown v. Flowers, 297 F. Supp. 2d 846 (M.D. N.C. 2003)—§ 1:52
- Brulotte v. Thys Co., 379 U.S. 29, 85 S. Ct. 176, 13 L. Ed. 2d 99, 143 U.S.P.Q. 264, 3 A.L.R.3d 761 (1964)—§ 1:9
- Burroughs Wellcome Co. v. Barr Laboratories, Inc., 40 F.3d 1223, 32 U.S.P.Q.2d 1915 (Fed. Cir. 1994)—§§ 1:23, 3:14
- Burrow-Giles Lithographic Co. v. Sarony, 111 U.S. 53, 4 S. Ct. 279, 28 L. Ed. 349 (1884)—§ 1:1

C

- Cable/Home Communication Corp. v. Network Productions, Inc., 902 F.2d 829, 15 U.S.P.Q.2d 1001 (11th Cir. 1990)—§ 1:101
- Cambridge Literary Properties, Ltd. v. W. Goebel Porzellanfabrik G.m.b.H. & Co. KG., 510 F.3d 77, 85 U.S.P.Q.2d 1321 (1st Cir. 2007)—§§ 1:88, 2:41

TABLE OF CASES

- Campbell v. Acuff-Rose Music, Inc., 510 U.S. 569, 114 S. Ct. 1164, 127 L. Ed. 2d 500, 22 Media L. Rep. (BNA) 1353, 29 U.S.P.Q.2d 1961 (1994)—§§ 1:49, 1:80, 1:81, 1:92, 1:93, 1:134
- Cardtoons, L.C. v. Major League Baseball Players Ass'n, 95 F.3d 959, 24 Media L. Rep. (BNA) 2281, 39 U.S.P.Q.2d 1865 (10th Cir. 1996)—§ 1:95
- Cargill, Inc. v. Canbra Foods, Ltd., 476 F.3d 1359, 81 U.S.P.Q.2d 1705 (Fed. Cir. 2007)—§ 1:37
- Catalano, Inc. v. Target Sales, Inc., 446 U.S. 643, 100 S. Ct. 1925, 64 L. Ed. 2d 580, 1980-2 Trade Cas. (CCH) ¶ 63352 (1980)—§ 1:8
- Celebrity Service Intern. Inc. v. Celebrity World Inc., 9 U.S.P.Q.2d 1673, 1988 WL 1091944 (S.D. N.Y. 1988)—§ 1:153
- CellNet Data Systems, Inc., In re, 327 F.3d 242, 41 Bankr. Ct. Dec. (CRR) 72, 50 Collier Bankr. Cas. 2d (MB) 27, 66 U.S.P.Q.2d 1667, Bankr. L. Rep. (CCH) ¶ 78842 (3d Cir. 2003)—§ 1:12
- Central Soya Co., Inc. v. Geo. A. Hormel & Co., 723 F.2d 1573, 220 U.S.P.Q. 490, 74 A.L.R. Fed. 863 (Fed. Cir. 1983)—§ 1:39
- Chamberlain Group, Inc. v. Skylink Technologies, Inc., 381 F.3d 1178, 72 U.S.P.Q.2d 1225 (Fed. Cir. 2004)—§ 1:58
- Charles Garnier, Paris v. Andin Intern., Inc., 36 F.3d 1214, 32 U.S.P.Q.2d 1321 (1st Cir. 1994)—§ 1:100
- Cherne Indus., Inc. v. Grounds & Associates, Inc. 278 N.W.2d 81, 205 U.S.P.Q. 854 (Minn. 1979)—§ 2:61
- Chubb Integrated Systems Ltd. v. National Bank of Washington, 103 F.R.D. 52, 224 U.S.P.Q. 1002, 39 Fed. R. Serv. 2d 1262 (D.D.C. 1984)—§ 1:166
- Chuck Blore & Don Richman Inc. v. 20/20 Advertising Inc., 674 F. Supp. 671, 5 U.S.P.Q.2d 1833 (D. Minn. 1987)—§§ 1:67, 1:81
- City Bank and Trust Co. v. Otto Fabric, Inc., 83 B.R. 780, 7 U.S.P.Q.2d 1719, 5 U.C.C. Rep. Serv. 2d 1459 (D. Kan. 1988)—§ 1:12
- Clarke, In re, 17 U.S.P.Q.2d 1238, 1990 WL 354572 (T.T.A.B. 1990)—§ 1:129
- Community for Creative Non-Violence v. Reid, 490 U.S. 730, 109 S. Ct. 2166, 104 L. Ed. 2d 811, 16 Media L. Rep. (BNA) 1769, 10 U.S.P.Q.2d 1985 (1989)—§§ 1:52, 2:57, 5:25
- Compaq Computer Corp. v. Procom Technology, Inc., 908 F. Supp. 1409, 37 U.S.P.Q.2d 1801, 1996-1 Trade Cas. (CCH) ¶ 71264 (S.D. Tex. 1995)—§ 1:65
- Computer Associates Intern., Inc. v. Altai, Inc., 22 F.3d 32 (2d Cir. 1994)—§ 1:150
- v. Altai, Inc., 982 F.2d 693, 37 Fed. R. Evid. Serv. 348, 119 A.L.R. Fed. 741 (2d Cir. 1992)—§§ 1:71, 1:93, 1:150
- Computer Care v. Service Systems Enterprises, Inc., 982 F.2d 1063, 25 U.S.P.Q.2d 1020 (7th Cir. 1992)—§ 1:151
- Computer Print Systems, Inc. v. Lewis, 281 Pa. Super. 240, 422 A.2d 148, 212 U.S.P.Q. 626 (1980)—§ 1:151
- Cosmetically Sealed Industries, Inc. v. Chesebrough-Pond's USA Co., 125 F.3d 28, 43 U.S.P.Q.2d 1956 (2d Cir. 1997)—§ 4:30
- CPC Intern., Inc. v. Skippy Inc., 214 F.3d 456, 55 U.S.P.Q.2d 1033, 46 Fed. R. Serv. 3d 689 (4th Cir. 2000)—§ 1:130
- Croce v. Kurnit, 737 F.2d 229 (2d Cir. 1984)—§ 2:15
- Cybernetic Services, Inc., In re, 239 B.R. 917, 52 U.S.P.Q.2d 1683, 39 U.C.C. Rep. Serv. 2d 1043 (B.A.P. 9th Cir. 1999)—§ 1:12

D

- Daisley v. Riggs Bank, N.A., 372 F. Supp. 2d 61 (D.D.C. 2005)—§ 2:56
- Danjaq LLC v. Sony Corp., 50 U.S.P.Q.2d 1638, 1999 WL 317329 (C.D. Cal. 1999)—§ 1:62
- Dastar Corp. v. Twentieth Century Fox Film Corp., 539 U.S. 23, 123 S. Ct. 2041, 156 L. Ed. 2d 18, 66 U.S.P.Q.2d 1641, 194 A.L.R. Fed. 731 (2003)—§§ 1:2, 1:64, 1:125
- Data General Corp. v. Grumman Systems Support Corp., 36 F.3d 1147, 32 U.S.P.Q.2d 1385, 1994-2 Trade Cas. (CCH) ¶ 70716 (1st Cir. 1994)—§§ 1:3, 1:5, 1:53, 1:92
- Davis v. Blige, 505 F.3d 90, 84 U.S.P.Q.2d 1353 (2d Cir. 2007)—§ 1:76
- Del Madera Properties v. Rhodes and Gardner, Inc., 820 F.2d 973, 3 U.S.P.Q.2d 1283 (9th Cir. 1987)—§ 1:69
- Desny v. Wilder, 46 Cal. 2d 715, 299 P.2d 257, 110 U.S.P.Q. 433 (1956)—§§ 1:153, 2:4
- Diamond v. Chakrabarty, 447 U.S. 303, 100 S. Ct. 2204, 65 L. Ed. 2d 144, 206 U.S.P.Q. 193 (1980)—§§ 2:49, 4:16, 5:12
- v. Diehr, 450 U.S. 175, 101 S. Ct. 1048, 67 L. Ed. 2d 155, 209 U.S.P.Q. 1 (1981)—§§ 1:25, 4:18, 5:7, 5:12
- Diamond Scientific Co. v. Ambico, Inc., 848 F.2d 1220, 6 U.S.P.Q.2d 2028 (Fed. Cir. 1988)—§ 1:163
- Dickerman Associates, Inc. v. Tiverton Bottled Gas Co., 594 F. Supp. 30, 222 U.S.P.Q. 529 (D. Mass. 1984)—§ 1:154
- Digidyne Corp. v. Data General Corp., 734 F.2d 1336, 1984-1 Trade Cas. (CCH) ¶ 66053 (9th Cir. 1984)—§§ 1:5, 2:50, 4:15, 4:25
- Diodes, Inc. v. Franzen, 260 Cal. App. 2d 244, 67 Cal. Rptr. 19 (2d Dist. 1968)—§§ 1:159, 1:162
- Dorer v. Arel, 60 F. Supp. 2d 558 (E.D. Va. 1999)—§ 1:133
- Dreamland Ball Room v. Shapiro, Bernstein &

- Co., 36 F.2d 354, 3 U.S.P.Q. 288 (C.C.A. 7th Cir. 1929)—§ 1:75
- DSC Communications Corp. v. DGI Technologies, Inc., 81 F.3d 597, 38 U.S.P.Q.2d 1699 (5th Cir. 1996)—§ 1:83
- DuPont Merck Pharmaceutical Co. v. Bristol-Myers Squibb Co., 62 F.3d 1397, 35 U.S.P.Q.2d 1718 (Fed. Cir. 1995)—§ 1:40
- Duracell, Inc. v. U.S. Intern. Trade Com'n, 4 Fed. Cir. (T) 29, 778 F.2d 1578, 7 Int'l Trade Rep. (BNA) 1529, 228 U.S.P.Q. 187 (1985)—§ 1:105
- E**
- Eastman Kodak Co. v. Image Technical Services, Inc., 504 U.S. 451, 112 S. Ct. 2072, 119 L. Ed. 2d 265, 1992-1 Trade Cas. (CCH) ¶ 69839 (1992)—§§ 1:3, 1:9
- eBay Inc. v. MercExchange, L.L.C., 547 U.S. 388, 126 S. Ct. 1837, 164 L. Ed. 2d 641, 78 U.S.P.Q.2d 1577, 27 A.L.R. Fed. 2d 685 (2006)—§§ 1:2, 1:38, 1:88, 1:121
- Editions Play Bac, S.A. v. Western Pub. Co., Inc., 31 U.S.P.Q.2d 1338, 1993 WL 541219 (S.D. N.Y. 1993)—§ 1:150
- E.E.O.C. v. Waffle House, Inc., 534 U.S. 279, 122 S. Ct. 754, 151 L. Ed. 2d 755, 12 A.D. Cas. (BNA) 1001, 81 Empl. Prac. Dec. (CCH) ¶ 40850 (2002)—§§ 2:1, 2:40
- Effects Associates, Inc. v. Cohen, 908 F.2d 555, 15 U.S.P.Q.2d 1559 (9th Cir. 1990)—§§ 1:54, 2:1, 2:2, 2:8, 2:13
- E.I. du Pont de Nemours & Co. v. Phillips Petroleum Co., 849 F.2d 1430, 7 U.S.P.Q.2d 1129 (Fed. Cir. 1988)—§ 3:14
- E. I. Du Pont De Nemours Powder Co. v. Masland, 244 U.S. 100, 37 S. Ct. 575, 61 L. Ed. 1016 (1917)—§ 1:155
- Eldred v. Ashcroft, 537 U.S. 186, 123 S. Ct. 769, 154 L. Ed. 2d 683, 65 U.S.P.Q.2d 1225 (2003)—§§ 1:3, 1:46, 1:50
- Electro-Craft Corp. v. Controlled Motion, Inc., 332 N.W.2d 890, 220 U.S.P.Q. 811 (Minn. 1983)—§ 1:170
- Emerson v. Davies, 8 F. Cas. 615, No. 4436 (C.C.D. Mass. 1845)—§ 1:81
- Engineering Dynamics, Inc. v. Structural Software, Inc., 26 F.3d 1335, 31 U.S.P.Q.2d 1641 (5th Cir. 1994)—§ 1:71
- Enzo Biochem, Inc. v. Gen-Probe, Inc., 424 F.3d 1276, 76 U.S.P.Q.2d 1616 (Fed. Cir. 2005)—§ 1:37
- Erie R. Co. v. Tompkins, 304 U.S. 64, 58 S. Ct. 817, 82 L. Ed. 1188, 114 A.L.R. 1487 (1938)—§ 1:1
- Ets-Hokin v. Skyy Spirits, Inc., 225 F.3d 1068, 55 U.S.P.Q.2d 1769 (9th Cir. 2000)—§ 1:55
- F**
- Fabrica Inc. v. El Dorado Corp., 697 F.2d 890, 217 U.S.P.Q. 698 (9th Cir. 1983)—§ 1:82
- Faris v. Enberg, 97 Cal. App. 3d 309, 158 Cal. Rptr. 704, 211 U.S.P.Q. 277 (2d Dist. 1979)—§ 2:1
- Feist Publications, Inc. v. Rural Telephone Service Co., Inc., 499 U.S. 340, 111 S. Ct. 1282, 113 L. Ed. 2d 358, 18 Media L. Rep. (BNA) 1889, 18 U.S.P.Q.2d 1275, 121 Pub. Util. Rep. 4th (PUR) 1 (1991)—§§ 1:46, 1:65, 1:74, 1:77, 1:94, 3:18
- Festo Corp. v. Shoketsu Kinzoku Kogyo Kabushiki Co., Ltd., 535 U.S. 722, 122 S. Ct. 1831, 152 L. Ed. 2d 944, 62 U.S.P.Q.2d 1705 (2002)—§§ 1:18, 1:36
- Field v. Google Inc., 412 F. Supp. 2d 1106, 77 U.S.P.Q.2d 1738 (D. Nev. 2006)—§ 2:52
- v. Knowles, 37 C.C.P.A. 1211, 183 F.2d 593, 86 U.S.P.Q. 373 (1950)—§ 1:23
- Filmtec Corp. v. Allied-Signal Inc., 939 F.2d 1568, 19 U.S.P.Q.2d 1508 (Fed. Cir. 1991)—§ 2:41
- Foley v. Interactive Data Corp., 47 Cal. 3d 654, 254 Cal. Rptr. 211, 765 P.2d 373, 3 I.E.R. Cas. (BNA) 1729, 110 Lab. Cas. (CCH) ¶ 55978 (1988)—§ 2:1
- Four Pillars Enterprises Co., Ltd. v. Avery Dennison Corp., 308 F.3d 1075, 53 Fed. R. Serv. 3d 1272 (9th Cir. 2002)—§ 1:158
- G**
- Gates Rubber Co. v. Bando American, Inc., 798 F. Supp. 1499, 25 U.S.P.Q.2d 1161 (D. Colo. 1992)—§ 1:69
- v. Bando Chemical Industries, Ltd., 9 F.3d 823, 28 U.S.P.Q.2d 1503 (10th Cir. 1993)—§§ 1:68, 1:69, 1:71, 1:75, 1:82, 1:95, 1:150, 1:152
- Globespan, Inc. v. O'Neill, 151 F. Supp. 2d 1229 (C.D. Cal. 2001)—§§ 1:62, 1:162
- Goldstein v. California, 412 U.S. 546, 93 S. Ct. 2303, 37 L. Ed. 2d 163, 178 U.S.P.Q. 129 (1973)—§ 1:95
- Gottschalk v. Benson, 409 U.S. 63, 93 S. Ct. 253, 34 L. Ed. 2d 273, 175 U.S.P.Q. 673 (1972)—§§ 1:25, 5:12
- Graham v. John Deere Co. of Kansas City, 383 U.S. 1, 86 S. Ct. 684, 15 L. Ed. 2d 545, 148 U.S.P.Q. 459 (1966)—§§ 1:3, 1:28, 5:7, 5:12
- v. Scissor-Tail, Inc., 28 Cal. 3d 807, 171 Cal. Rptr. 604, 623 P.2d 165, 106 L.R.R.M. (BNA) 2914, 93 Lab. Cas. (CCH) ¶ 55330 (1981)—§ 2:7
- Grams, In re, 888 F.2d 835, 12 U.S.P.Q.2d 1824 (Fed. Cir. 1989)—§ 4:18
- Grand Jury Investigation of Ocean Transp., In re, 604 F.2d 672, 1979-1 Trade Cas. (CCH) ¶ 62522 (D.C. Cir. 1979)—§ 1:167
- Graver Tank & Mfg. Co. v. Linde Air Products Co., 339 U.S. 605, 70 S. Ct. 854, 94 L. Ed. 1097, 85 U.S.P.Q. 328 (1950)—§§ 1:36, 1:101
- Grove Press, Inc. v. Collectors Publication, Inc.,

TABLE OF CASES

264 F. Supp. 603, 152 U.S.P.Q. 787 (C.D. Cal. 1967)—§ 1:77

H

Handgards, Inc. v. Ethicon, Inc., 743 F.2d 1282, 223 U.S.P.Q. 214, 1984-2 Trade Cas. (CCH) ¶ 66134 (9th Cir. 1984)—§ 4:25

Harper & Row Publishers, Inc. v. Nation Enterprises, 471 U.S. 539, 105 S. Ct. 2218, 85 L. Ed. 2d 588, 11 Media L. Rep. (BNA) 1969, 225 U.S.P.Q. 1073 (1985)—§§ 1:3, 1:69, 1:77, 1:80, 1:93

Hartford Steam Boiler Inspection & Ins. Co. v. Schwartzman Packing Co., 423 F.2d 1170 (10th Cir. 1970)—§ 2:15

Hyde Corp. v. Huffines, 158 Tex. 566, 314 S.W.2d 763, 117 U.S.P.Q. 44 (1958)—§ 4:24

I

Illinois Tool Works Inc. v. Independent Ink, Inc., 547 U.S. 28, 126 S. Ct. 1281, 164 L. Ed. 2d 26, 77 U.S.P.Q.2d 1801, 2006-1 Trade Cas. (CCH) ¶ 75144 (2006)—§§ 1:5, 1:97

Imax Corp. v. Cinema Technologies, Inc., 152 F.3d 1161, 47 U.S.P.Q.2d 1821 (9th Cir. 1998)—§ 1:164

Independent Service Organizations Antitrust Litigation, In re, 910 F. Supp. 1537, 38 U.S.P.Q.2d 1273, 1995-2 Trade Cas. (CCH) ¶ 71237 (D. Kan. 1995)—§ 1:101

Insurance Co. of North America v. Superior Court, 108 Cal. App. 3d 758, 166 Cal. Rptr. 880, 14 A.L.R.4th 581 (2d Dist. 1980)—§ 1:166

Integrated Cash Management Services, Inc. v. Digital Transactions, Inc., 920 F.2d 171, 17 U.S.P.Q.2d 1054 (2d Cir. 1990)—§§ 1:84, 1:148, 1:150

Intel Corp. v. Advanced Micro Devices, Inc., 12 F.3d 908, 29 U.S.P.Q.2d 1363 (9th Cir. 1993)—§ 1:2

v. U.S. Intern. Trade Com'n, 9 Fed. Cir. (T) 121, 946 F.2d 821, 13 Int'l Trade Rep. (BNA) 1717, 20 U.S.P.Q.2d 1161 (1991)—§ 1:105

International Business Machines Corp. v. Cata-more Enterprises, Inc., 548 F.2d 1065 (1st Cir. 1976)—§ 2:1

IQ Group, Ltd. v. Wiesner Pub., LLC, 409 F. Supp. 2d 587, 78 U.S.P.Q.2d 1755 (D.N.J. 2006)—§ 1:56

Iwahashi, In re, 888 F.2d 1370, 12 U.S.P.Q.2d 1908 (Fed. Cir. 1989)—§ 4:18

J

Jacobsen v. Katzer, 535 F.3d 1373, 87 U.S.P.Q.2d 1836 (Fed. Cir. 2008)—§§ 1:74, 4:26

James Burrough Ltd. v. Sign of Beefeater, Inc., 540 F.2d 266, 192 U.S.P.Q. 555 (7th Cir. 1976)—§ 1:128

Jim Arnold Corp. v. Hydrotech Systems, Inc., 109 F.3d 1567, 42 U.S.P.Q.2d 1119 (Fed. Cir. 1997)—§ 2:41

John Muller & Co., Inc. v. New York Arrows Soccer Team, Inc., 802 F.2d 989, 231 U.S.P.Q. 319 (8th Cir. 1986)—§ 1:53

Johnson v. Jones, 885 F. Supp. 1008, 36 U.S.P.Q.2d 1513 (E.D. Mich. 1995)—§ 2:41

Jostens, Inc. v. National Computer Systems, Inc., 318 N.W.2d 691, 214 U.S.P.Q. 918, 33 U.C.C. Rep. Serv. 1642, 30 A.L.R.4th 1229 (Minn. 1982)—§§ 1:16, 1:170, 2:50

Joyce v. General Motors Corp., 49 Ohio St. 3d 93, 551 N.E.2d 172 (1990)—§ 1:153

K

Kahn v. General Motors Corp., 33 U.S.P.Q.2d 2011, 1995 WL 2135 (S.D. N.Y. 1995)—§ 2:41

Kanter v. Superior Court (Safeco Ins. Co. of America), 253 Cal. Rptr. 810 (App. 2d Dist. 1988)—§§ 1:167, 1:169

Kelly v. Arriba Soft Corp., 336 F.3d 811, 67 U.S.P.Q.2d 1297 (9th Cir. 2003)—§ 1:94

Kewanee Oil Co. v. Bicron Corp., 416 U.S. 470, 94 S. Ct. 1379, 40 L. Ed. 2d 315, 181 U.S.P.Q. 673 (1974)—§§ 1:1, 1:84, 1:158, 4:22

Kori Corp. v. Wilco Marsh Buggies and Draglines, Inc., 761 F.2d 649, 225 U.S.P.Q. 985 (Fed. Cir. 1985)—§ 1:39

KP Permanent Make-Up, Inc. v. Lasting Impression I, Inc., 543 U.S. 111, 125 S. Ct. 542, 160 L. Ed. 2d 440, 72 U.S.P.Q.2d 1833 (2004)—§§ 1:134, 4:30

KSR Intern. Co. v. Teleflex Inc., 550 U.S. 398, 127 S. Ct. 1727, 167 L. Ed. 2d 705, 82 U.S.P.Q.2d 1385 (2007)—§§ 1:16, 1:25, 1:28

L

Laas v. Scott, 161 F. 122 (C.C.E.D. Wis. 1908)—§ 3:14

Lasercomb America, Inc. v. Reynolds, 911 F.2d 970, 15 U.S.P.Q.2d 1846, 1990-2 Trade Cas. (CCH) ¶ 69145, 18 Fed. R. Serv. 3d 130 (4th Cir. 1990)—§§ 1:3, 1:83

Lear, Inc. v. Adkins, 395 U.S. 653, 89 S. Ct. 1902, 23 L. Ed. 2d 610, 162 U.S.P.Q. 1 (1969)—§ 1:38

Leavitt v. Leisure Sports Incorporation, 103 Nev. 81, 734 P.2d 1221 (1987)—§ 1:159

Lee Middleton Original Dolls, Inc. v. Seymour Mann, Inc., 299 F. Supp. 2d 892, 70 U.S.P.Q.2d 1115 (E.D. Wis. 2004)—§ 1:87

Lemelson v. General Mills, Inc., 968 F.2d 1202, 23 U.S.P.Q.2d 1284 (Fed. Cir. 1992)—§ 2:15

Lewis Galoob Toys, Inc. v. Nintendo of America, Inc., 964 F.2d 965, 22 U.S.P.Q.2d 1857 (9th Cir. 1992)—§ 1:92

Lexmark Intern., Inc. v. Static Control Compo-

- nents, Inc., 387 F.3d 522, 72 U.S.P.Q.2d 1839 (6th Cir. 2004)—§§ 1:58, 1:59, 1:73, 1:84
- Litton Indus. Products, Inc. v. Solid State Systems Corp., 755 F.2d 158, 225 U.S.P.Q. 34 (Fed. Cir. 1985)—§ 1:3
- Lotus Development Corp. v. Borland Intern., Inc., 516 U.S. 233, 116 S. Ct. 804, 133 L. Ed. 2d 610 (1996)—§§ 1:3, 1:73
- v. Borland Intern., Inc., 49 F.3d 807, 34 U.S.P.Q.2d 1014 (1st Cir. 1995)—§§ 1:16, 1:47, 1:72, 1:73
- v. Borland Intern., Inc., 799 F. Supp. 203 (D. Mass. 1992)—§§ 1:72, 1:73
- v. Paperback Software Intern., 740 F. Supp. 37, 15 U.S.P.Q.2d 1577 (D. Mass. 1990)—§ 1:72
- Louis Vuitton Malletier S.A. v. Haute Diggity Dog, LLC, 507 F.3d 252, 84 U.S.P.Q.2d 1969 (4th Cir. 2007)—§ 1:134
- LucasArts Entertainment Co. v. Humongous Entertainment Co., 815 F. Supp. 332 (N.D. Cal. 1993)—§ 1:3
- Lundak, In re, 773 F.2d 1216, 227 U.S.P.Q. 90 (Fed. Cir. 1985)—§ 1:22
- M**
- Mackay Radio & Telegraph Co. v. Radio Corporation of America, 306 U.S. 86, 306 U.S. 618, 59 S. Ct. 427, 83 L. Ed. 506, 40 U.S.P.Q. 199 (1939)—§ 1:25
- MAI Systems Corp. v. Peak Computer, Inc., 991 F.2d 511, 26 U.S.P.Q.2d 1458 (9th Cir. 1993)—§ 1:55
- Mannington Mills, Inc. v. Congoleum Corp., 595 F.2d 1287, 202 U.S.P.Q. 321, 1979-1 Trade Cas. (CCH) ¶ 62547 (3d Cir. 1979)—§ 1:100
- Manufacturing Management Systems, Inc. v. Data Solutions, Inc., 1987 WL 8229 (Ohio Ct. App. 11th Dist. Lake County 1987)—§ 2:15
- Marine Bank, Nat. Ass'n v. Meat Counter, Inc., 826 F.2d 1577, 8 Fed. R. Serv. 3d 1053 (7th Cir. 1987)—§ 2:14
- v. Meat Counter, Inc., 635 F. Supp. 1029 (N.D. Ill. 1986)—§ 2:14
- Markman v. Westview Instruments, Inc., 517 U.S. 370, 116 S. Ct. 1384, 134 L. Ed. 2d 577, 38 U.S.P.Q.2d 1461 (1996)—§ 1:18
- Maryland Metals, Inc. v. Metzner, 282 Md. 31, 382 A.2d 564 (1978)—§§ 1:159, 1:161
- Matlock v. Data Processing Sec., Inc., 618 S.W.2d 327 (Tex. 1981)—§ 2:62
- Maverick Recording Co. v. Harper, 598 F.3d 193, 93 U.S.P.Q.2d 1924 (5th Cir. 2010)—§§ 1:87, 1:94
- Mazer v. Stein, 347 U.S. 201, 74 S. Ct. 460, 98 L. Ed. 630, 100 U.S.P.Q. 325 (1954)—§ 5:12
- MDY Industries, LLC v. Blizzard Entertainment, Inc., 629 F.3d 928, 97 U.S.P.Q.2d 1001 (9th Cir. 2010)—§ 1:58
- MedImmune, Inc. v. Genentech, Inc., 549 U.S. 118, 127 S. Ct. 764, 166 L. Ed. 2d 604, 81 U.S.P.Q.2d 1225, 2007-1 Trade Cas. (CCH) ¶ 75543 (2007)—§§ 1:38, 1:88
- Medtronic Sofamor Danek, Inc. v. Michelson, 2004 WL 2905403 (W.D. Tenn. 2004)—§§ 2:29, 2:56
- Metro-Goldwyn-Mayer Studios Inc. v. Grokster, Ltd., 545 U.S. 913, 125 S. Ct. 2764, 162 L. Ed. 2d 781, 33 Media L. Rep. (BNA) 1865, 75 U.S.P.Q.2d 1001 (2005)—§§ 1:75, 1:94
- Microsoft Corp. v. AT & T Corp., 550 U.S. 437, 127 S. Ct. 1746, 167 L. Ed. 2d 737, 82 U.S.P.Q.2d 1400, 33 A.L.R. Fed. 2d 745 (2007)—§ 1:44
- v. BEC Computer Co., Inc., 818 F. Supp. 1313, 1993-1 Trade Cas. (CCH) ¶ 70130 (C.D. Cal. 1992)—§ 1:3
- v. Harmony Computers & Electronics, Inc., 846 F. Supp. 208, 31 U.S.P.Q.2d 1135 (E.D. N.Y. 1994)—§§ 1:62, 1:66
- v. IQ Technologies, Inc., 1 F.3d 1253, 28 U.S.P.Q.2d 1477 (Fed. Cir. 1993)—§ 1:34
- Micro Star v. Formgen Inc., 154 F.3d 1107, 48 U.S.P.Q.2d 1026 (9th Cir. 1998)—§§ 1:54, 1:55
- Midler v. Ford Motor Co., 849 F.2d 460, 15 Media L. Rep. (BNA) 1620, 7 U.S.P.Q.2d 1398 (9th Cir. 1988)—§ 1:95
- Miller v. Universal City Studios, Inc., 650 F.2d 1365, 7 Media L. Rep. (BNA) 1785, 212 U.S.P.Q. 345, 8 Fed. R. Evid. Serv. 1217 (5th Cir. 1981)—§§ 1:65, 3:18
- Mitel, Inc. v. Iqtel, Inc., 896 F. Supp. 1050, 36 U.S.P.Q.2d 1703 (D. Colo. 1995)—§ 1:73
- M. Kramer Mfg. Co., Inc. v. Andrews, 783 F.2d 421, 228 U.S.P.Q. 705 (4th Cir. 1986)—§ 1:53
- Moncharsh v. Heily & Blase, 3 Cal. 4th 1, 10 Cal. Rptr. 2d 183, 832 P.2d 899 (1992)—§§ 1:2, 2:7
- Moseley v. V Secret Catalogue, Inc., 537 U.S. 418, 123 S. Ct. 1115, 155 L. Ed. 2d 1, 65 U.S.P.Q.2d 1801 (2003)—§§ 1:1, 1:134
- Motorola, Inc. v. Fairchild Camera & Instrument Corp., 366 F. Supp. 1173, 177 U.S.P.Q. 614, 1973-1 Trade Cas. (CCH) ¶ 74402 (D. Ariz. 1973)—§§ 1:159, 4:14, 4:22
- v. Hitachi, Ltd., 923 F.2d 868 (Fed. Cir. 1990)—§ 4:14
- v. Hitachi, Ltd., 750 F. Supp. 1319, 14 U.S.P.Q.2d 1769 (W.D. Tex. 1990)—§§ 4:14, 5:3, 5:14, 5:23
- MTV Networks, a Div. of Viacom Intern., Inc. v. Curry, 867 F. Supp. 202, 31 Fed. R. Serv. 3d 149 (S.D. N.Y. 1994)—§ 1:129
- N**
- National Soc. of Professional Engineers v. U. S., 435 U.S. 679, 98 S. Ct. 1355, 55 L. Ed. 2d 637, 1978-1 Trade Cas. (CCH) ¶ 61990 (1978)—§ 1:4

TABLE OF CASES

- NEC Corp. v. Intel Corp., 10 U.S.P.Q.2d 1177, 1989 WL 67434 (N.D. Cal. 1989)—§§ 1:63, 1:70, 4:22
- Neil v. Biggers, 409 U.S. 188, 93 S. Ct. 375, 34 L. Ed. 2d 401 (1972)—§ 1:73
- Network Solutions, Inc. v. Umbro Intern., Inc., 259 Va. 759, 529 S.E.2d 80, 54 U.S.P.Q.2d 1738 (2000)—§ 1:133
- Newharbor Partners, Inc. v. F.D. Rich Co., Inc., 961 F.2d 294 (1st Cir. 1992)—§ 2:55
- New York Times Co. v. Sullivan, 376 U.S. 254, 84 S. Ct. 710, 11 L. Ed. 2d 686, 1 Media L. Rep. (BNA) 1527, 95 A.L.R.2d 1412 (1964)—§ 1:134
- New York Times Co., Inc. v. Tasini, 533 U.S. 483, 121 S. Ct. 2381, 150 L. Ed. 2d 500, 29 Media L. Rep. (BNA) 1865, 59 U.S.P.Q.2d 1001, 5 A.L.R. Fed. 2d 623 (2001)—§§ 1:53, 1:54, 2:41
- Nichols v. Universal Pictures Corporation, 45 F.2d 119, 7 U.S.P.Q. 84 (C.C.A. 2d Cir. 1930)—§§ 1:67, 1:70
- NYNEX Corp. v. Discon, Inc., 525 U.S. 128, 119 S. Ct. 493, 142 L. Ed. 2d 510, 1998-2 Trade Cas. (CCH) ¶ 72362 (1998)—§ 1:3
- O**
- Olin Corp. v. F.T.C., 986 F.2d 1295, 1993-1 Trade Cas. (CCH) ¶ 70137 (9th Cir. 1993)—§ 1:3
- Omnitech Intern., Inc. v. Clorox Co., 11 F.3d 1316, 29 U.S.P.Q.2d 1665 (5th Cir. 1994)—§ 2:55
- 199Z, Inc., In re, 137 B.R. 778, 17 U.C.C. Rep. Serv. 2d 598 (Bankr. C.D. Cal. 1992)—§ 1:13
- Orpustan v. State Farm Mut. Auto. Ins. Co., 7 Cal. 3d 988, 103 Cal. Rptr. 919, 500 P.2d 1119 (1972)—§ 1:2
- P**
- Pacific Gas and Elec. Co. v. Superior Court (Anacapa Oil Corp.), 277 Cal. Rptr. 694 (App. 3d Dist. 1991)—§ 1:2
- Pacific Vegetable Oil Corporation v. C. S. T., Ltd., 29 Cal. 2d 228, 174 P.2d 441 (1946)—§ 1:2
- Panavision Intern., L.P. v. Toeppen, 141 F.3d 1316, 46 U.S.P.Q.2d 1511 (9th Cir. 1998)—§ 1:133
- Paragon Resources, Inc. v. National Fuel Gas Distribution Corp., 695 F.2d 991, 35 U.C.C. Rep. Serv. 352 (5th Cir. 1983)—§ 2:25
- Paramount Pictures Corp. v. Doe, 821 F. Supp. 82, 27 U.S.P.Q.2d 1594 (E.D. N.Y. 1993)—§ 1:89
- Parker v. Flook, 437 U.S. 584, 98 S. Ct. 2522, 57 L. Ed. 2d 451, 198 U.S.P.Q. 193 (1978)—§§ 1:25, 5:12
- Peabody v. Norfolk, 98 Mass. 452, 1868 WL 5299 (1868)—§ 1:154
- People v. Dollar Rent-A-Car Systems, Inc., 211 Cal. App. 3d 119, 259 Cal. Rptr. 191 (1st Dist. 1989)—§ 2:14
- v. Pribich, 21 Cal. App. 4th 1844, 27 Cal. Rptr. 2d 113 (2d Dist. 1994)—§ 1:148
- PepsiCo, Inc. v. Redmond, 54 F.3d 1262, 10 I.E.R. Cas. (BNA) 1089, 35 U.S.P.Q.2d 1010 (7th Cir. 1995)—§§ 1:62, 1:162
- Peregrine Entertainment, Ltd., In re, 116 B.R. 194, 16 U.S.P.Q.2d 1017, 11 U.C.C. Rep. Serv. 2d 1025 (C.D. Cal. 1990)—§§ 1:13, 1:14
- Perfect 10 v. Google, Inc., 416 F. Supp. 2d 828, 78 U.S.P.Q.2d 1072 (C.D. Cal. 2006)—§ 1:94
- Perfect 10, Inc. v. Amazon.com, Inc., 508 F.3d 1146 (9th Cir. 2007)—§§ 1:76, 1:94, 3:1
- Pfaff v. Wells Electronics, Inc., 525 U.S. 55, 119 S. Ct. 304, 142 L. Ed. 2d 261, 48 U.S.P.Q.2d 1641 (1998)—§ 1:26
- PIN/NIP, Inc. v. Platte Chemical Co., 304 F.3d 1235, 64 U.S.P.Q.2d 1344 (Fed. Cir. 2002)—§ 1:37
- Pinsker v. Pacific Coast Society of Orthodontists, 12 Cal. 3d 541, 116 Cal. Rptr. 245, 526 P.2d 253 (1974)—§ 1:133
- Plateau Min. Co. v. Utah Div. of State Lands and Forestry, 802 P.2d 720 (Utah 1990)—§ 2:25
- Playboy Enterprises, Inc. v. Frena, 839 F. Supp. 1552, 22 Media L. Rep. (BNA) 1301, 29 U.S.P.Q.2d 1827 (M.D. Fla. 1993)—§ 1:93
- PowerOasis, Inc. v. T-Mobile USA, Inc., 2007 DNH 42, 2007 WL 962937 (D.N.H. 2007)—§ 1:169
- Practice Management Information Corp. v. American Medical Ass'n, 121 F.3d 516, 43 U.S.P.Q.2d 1611 (9th Cir. 1997)—§ 1:83
- Preston v. Ferrer, 552 U.S. 346, 128 S. Ct. 978, 169 L. Ed. 2d 917, 27 I.E.R. Cas. (BNA) 257, 28 A.L.R. Fed. 2d 681 (2008)—§§ 1:2, 5:25
- ProCD, Inc. v. Zeidenberg, 86 F.3d 1447, 39 U.S.P.Q.2d 1161, 29 U.C.C. Rep. Serv. 2d 1109 (7th Cir. 1996)—§§ 1:62, 1:84
- Q**
- Qualcomm Incorporated v. Broadcom Corp., 548 F.3d 1004, 89 U.S.P.Q.2d 1321 (Fed. Cir. 2008)—§ 1:35
- Qualitex Co. v. Jacobson Products Co., Inc., 514 U.S. 159, 115 S. Ct. 1300, 131 L. Ed. 2d 248, 34 U.S.P.Q.2d 1161 (1995)—§§ 1:126, 1:129
- Quanta Computer, Inc. v. LG Electronics, Inc., 553 U.S. 617, 128 S. Ct. 2109, 170 L. Ed. 2d 996, 86 U.S.P.Q.2d 1673 (2008)—§ 1:37
- R**
- Radio Television Espanola S.A. v. New World Entertainment, Ltd., 183 F.3d 922, 51 U.S.P.Q.2d 1424, 44 Fed. R. Serv. 3d 252 (9th Cir. 1999)—§ 1:51
- Ralph Andrews Productions, Inc. v. Paramount Pictures Corp., 222 Cal. App. 3d 676, 271 Cal. Rptr. 797 (2d Dist. 1990)—§ 1:164

- Ralston Purina Co. v. Far-Mar-Co, Inc., 772 F.2d 1570, 227 U.S.P.Q. 177 (Fed. Cir. 1985)—§ 5:13
- Rambus Inc. v. F.T.C., 522 F.3d 456, 86 U.S.P.Q.2d 1539, 2008-1 Trade Cas. (CCH) ¶ 76121 (D.C. Cir. 2008)—§ 1:3
- Record Club of America, Inc. v. United Artists Records, Inc., 890 F.2d 1264 (2d Cir. 1989)—§ 2:25
- Reed Elsevier, Inc. v. Muchnick, 130 S. Ct. 1237, 176 L. Ed. 2d 18, 38 Media L. Rep. (BNA) 1321, 93 U.S.P.Q.2d 1719 (2010)—§ 1:53
- Reese v. Hurst, 661 F.2d 1222, 211 U.S.P.Q. 936 (C.C.P.A. 1981)—§ 3:14
- Register.com, Inc. v. Verio, Inc., 356 F.3d 393, 69 U.S.P.Q.2d 1545 (2d Cir. 2004)—§ 1:2
- Religious Technology Center v. Netcom On-Line Communication Services, Inc., 923 F. Supp. 1231 (N.D. Cal. 1995)—§ 1:93
- v. Netcom On-Line Communication Services, Inc., 907 F. Supp. 1361, 24 Media L. Rep. (BNA) 1097, 37 U.S.P.Q.2d 1545 (N.D. Cal. 1995)—§ 1:93
- Rescuecom Corp. v. Google Inc., 562 F.3d 123, 90 U.S.P.Q.2d 1287 (2d Cir. 2009)—§§ 1:128, 1:133, 1:134, 3:1
- v. Google, Inc., 456 F. Supp. 2d 393, 83 U.S.P.Q.2d 1208 (N.D. N.Y. 2006)—§ 1:133
- Rhone-Poulenc Specialites Chimiques v. SCM Corp., 769 F.2d 1569, 226 U.S.P.Q. 873 (Fed. Cir. 1985)—§ 5:25
- Robinson v. Princeton Review, Inc., 41 U.S.P.Q.2d 1008, 1996 WL 663880 (S.D. N.Y. 1996)—§ 2:41
- Rogers v. Koons, 960 F.2d 301, 20 Media L. Rep. (BNA) 1201, 22 U.S.P.Q.2d 1492 (2d Cir. 1992)—§ 1:89
- Roman Cleanser Co., Matter of, 43 B.R. 940, 225 U.S.P.Q. 140, 39 U.C.C. Rep. Serv. 1770 (Bankr. E.D. Mich. 1984)—§ 1:13
- Rosciszewski v. Arete Associates, Inc., 1 F.3d 225, 27 U.S.P.Q.2d 1678 (4th Cir. 1993)—§§ 1:68, 1:150
- Rosenberg v. Collins, 624 F.2d 659, 6 Bankr. Ct. Dec. (CRR) 1043, 23 C.B.C. 344, Bankr. L. Rep. (CCH) ¶ 67584, 6 Fed. R. Evid. Serv. 1065 (5th Cir. 1980)—§ 3:16
- Royal v. Leading Edge Products, Inc., 833 F.2d 1, 4 U.S.P.Q.2d 1873 (1st Cir. 1987)—§ 2:41
- Ruckelshaus v. Monsanto Co., 467 U.S. 986, 104 S. Ct. 2862, 81 L. Ed. 2d 815, 21 Env't. Rep. Cas. (BNA) 1062, 14 Env'tl. L. Rep. 20539 (1984)—§ 1:148
- Russomanno v. Russo, 2005 WL 469151 (Cal. App. 2d Dist. 2005)—§ 1:164
- S**
- Sales Affiliates v. Hutzler Bros. Co., 71 F. Supp. 287, 72 U.S.P.Q. 211 (D. Md. 1947)—§ 3:14
- Salinger v. Colting, 607 F.3d 68, 94 U.S.P.Q.2d 1577 (2d Cir. 2010)—§ 1:2
- San Francisco Arts & Athletics, Inc. v. U.S. Olympic Committee, 483 U.S. 522, 107 S. Ct. 2971, 97 L. Ed. 2d 427, 3 U.S.P.Q.2d 1145 (1987)—§ 1:3
- Scheiber v. Dolby Laboratories, Inc., 293 F.3d 1014, 63 U.S.P.Q.2d 1404 (7th Cir. 2002)—§ 1:9
- Schiller & Schmidt, Inc. v. Nordisco Corp., 969 F.2d 410, 23 U.S.P.Q.2d 1762 (7th Cir. 1992)—§ 1:80
- Science Accessories Corp. v. Summagraphics Corp., 425 A.2d 957, 215 U.S.P.Q. 1051, 16 A.L.R.4th 170 (Del. 1980)—§§ 1:159, 1:161
- SCM Corp. v. Langis Foods Ltd., 539 F.2d 196, 190 U.S.P.Q. 288 (D.C. Cir. 1976)—§ 1:100
- Seagate Technology, LLC, In re, 497 F.3d 1360, 83 U.S.P.Q.2d 1865 (Fed. Cir. 2007)—§ 1:37
- Sealed Air Corp. v. U. S. Intern. Trade Commission, 68 C.C.P.A. 93, 645 F.2d 976, 2 Int'l Trade Rep. (BNA) 1353, 209 U.S.P.Q. 469 (1981)—§ 1:105
- Sears v. Gottschalk, 502 F.2d 122, 183 U.S.P.Q. 134 (4th Cir. 1974)—§ 4:24
- Sega Enterprises Ltd. v. Accolade, Inc., 977 F.2d 1510, 24 U.S.P.Q.2d 1561 (9th Cir. 1992)—§§ 1:1, 1:55, 1:68, 1:71, 1:79, 1:92, 1:93, 4:11, 4:22
- v. MAPHIA, 857 F. Supp. 679, 30 U.S.P.Q.2d 1921 (N.D. Cal. 1994)—§ 1:93
- Senza-Gel Corp. v. Seiffhart, 803 F.2d 661, 231 U.S.P.Q. 363, 1986-2 Trade Cas. (CCH) ¶ 67307 (Fed. Cir. 1986)—§ 1:5
- SHA-I Corp. v. City and County of San Francisco, 612 F.2d 1215 (9th Cir. 1980)—§ 2:14
- Shamrock Technologies, Inc. v. Medical Sterilization, Inc., 903 F.2d 789, 14 U.S.P.Q.2d 1728 (Fed. Cir. 1990)—§ 1:163
- Shapiro, Bernstein & Co. v. H. L. Green Co., 316 F.2d 304, 137 U.S.P.Q. 275 (2d Cir. 1963)—§§ 1:75, 1:93
- Shiley, Inc. v. Bentley Laboratories, Inc., 601 F. Supp. 964, 225 U.S.P.Q. 1013 (C.D. Cal. 1985)—§ 1:39
- Shulsinger v. Grossman, 119 F. Supp. 691, 101 U.S.P.Q. 30 (S.D. N.Y. 1954)—§ 1:77
- Sid & Marty Krofft Television Productions, Inc. v. McDonald's Corp., 562 F.2d 1157, 196 U.S.P.Q. 97 (9th Cir. 1977)—§§ 1:3, 1:69, 1:72
- Siegel v. Warner Bros. Entertainment Inc., 542 F. Supp. 2d 1098, 86 U.S.P.Q.2d 1899 (C.D. Cal. 2008)—§ 1:51
- Sierra Life Ins. Co. v. First Nat. Life Ins. Co., 85 N.M. 409, 512 P.2d 1245 (1973)—§ 2:15
- Sigma Chemical Co. v. Harris, 586 F. Supp. 704 (E.D. Mo. 1984)—§ 2:61
- Skelly Oil Co. v. Phillips Petroleum Co., 339 U.S.

TABLE OF CASES

- 667, 70 S. Ct. 876, 94 L. Ed. 1194 (1950)—
§§ 1:38, 1:88
- Smith, Batchelder & Rugg v. Foster, 119 N.H. 679,
406 A.2d 1310, 15 A.L.R.4th 551 (1979)—
§ 2:62
- Solomons v. U.S., 21 Ct. Cl. 479, 1800 WL 1555
(1886)—§ 2:1
- Sony Corp. of America v. Universal City Studios,
Inc., 464 U.S. 417, 104 S. Ct. 774, 78 L. Ed.
2d 574, 220 U.S.P.Q. 665 (1984)—§§ 1:3, 1:75,
1:93, 1:94, 1:101
- Sony Electronics, Inc. v. Guardian Media Tech-
nologies, Ltd., 497 F.3d 1271, 83 U.S.P.Q.2d
1798 (Fed. Cir. 2007)—§ 1:38
- Southwest Forest Industries, Inc. v. Vanply, Inc.,
43 Or. App. 347, 602 P.2d 1113 (1979)—§ 2:25
- SPX Corp. v. Bartec USA, LLC, 530 F. Supp. 2d
914 (E.D. Mich. 2008)—§ 4:18
- Standard & Poor's Corp. Inc. v. Commodity
Exchange, Inc., 541 F. Supp. 1273, 8 Media L.
Rep. (BNA) 1755, 220 U.S.P.Q. 522, 69 A.L.R.
Fed. 883 (S.D. N.Y. 1982)—§ 1:152
- State Street Bank & Trust Co. v. Signature
Financial Group, Inc, 149 F.3d 1368, 47
U.S.P.Q.2d 1596 (Fed. Cir. 1998)—§ 1:25
- Stebok v. American General Life and Acc. Ins.
Co., 715 F. Supp. 711, 29 Wage & Hour Cas.
(BNA) 442, 115 Lab. Cas. (CCH) ¶ 56219
(W.D. Pa. 1989)—§ 2:13
- Step-Saver Data Systems, Inc. v. Wyse Technol-
ogy, 939 F.2d 91, 15 U.C.C. Rep. Serv. 2d 1
(3d Cir. 1991)—§§ 1:62, 2:54
- Stephens v. Southern Pac. Co., 109 Cal. 86, 41 P.
783 (1895)—§ 1:16
- Sun Microsystems, Inc. v. Microsoft Corp., 188
F.3d 1115, 51 U.S.P.Q.2d 1325 (9th Cir.
1999)—§ 1:97
- v. Microsoft Corp., 21 F. Supp. 2d 1109, 49
U.S.P.Q.2d 1245 (N.D. Cal. 1998)—§§ 1:97,
2:55
- SuperGuide Corp. v. DirecTV Enterprises, Inc.,
358 F.3d 870, 69 U.S.P.Q.2d 1865 (Fed. Cir.
2004)—§ 1:30
- Super Sack Mfg. Corp. v. Chase Packaging Corp.,
57 F.3d 1054, 35 U.S.P.Q.2d 1139 (Fed. Cir.
1995)—§ 1:88
- Swanson, In re, 540 F.3d 1368, 88 U.S.P.Q.2d
1196 (Fed. Cir. 2008)—§ 1:34
- Syntex Ophthalmics, Inc. v. Novicky, 745 F.2d
1423, 223 U.S.P.Q. 695 (Fed. Cir. 1984)—
§ 2:61
- Systemcare, Inc. v. Wang Laboratories Corp., 85
F.3d 465, 1996-1 Trade Cas. (CCH) ¶ 71420
(10th Cir. 1996)—§ 1:9
- T**
- Technitrol, Inc. v. U. S., 194 Ct. Cl. 596, 440 F.2d
1362, 169 U.S.P.Q. 732 (1971)—§ 3:14
- Texaco Inc. v. Dagher, 547 U.S. 1, 126 S. Ct. 1276,
164 L. Ed. 2d 1, 2006-1 Trade Cas. (CCH) ¶
75143 (2006)—§§ 1:5, 1:8
- the Cookie Kitchen, Inc., In re, 228 U.S.P.Q. 873,
1986 WL 83641 (T.T.A.B. 1986)—§ 1:128
- 321 Studios v. Metro Goldwyn Mayer Studios,
Inc., 307 F. Supp. 2d 1085, 70 U.S.P.Q.2d
1028 (N.D. Cal. 2004)—§ 1:60
- Ticketmaster Corp. v. Tickets.Com, Inc., 2003
Copr. L. Dec. P 28607, 2003 WL 21406289
(C.D. Cal. 2003)—§ 1:94
- Times Mirror Magazines, Inc. v. Las Vegas Sports
News, L.L.C., 212 F.3d 157, 54 U.S.P.Q.2d
1577, 165 A.L.R. Fed. 783 (3d Cir. 2000)—
§ 1:134
- Toledo Group, Inc., The v. Benton Industries, Inc.,
87 Ohio App. 3d 798, 623 N.E.2d 205 (6th
Dist. Lucas County 1993)—§ 1:151
- Topolos v. Caldewey, 698 F.2d 991, 217 U.S.P.Q.
715 (9th Cir. 1983)—§ 1:88
- Torres-Negron v. J & N Records, LLC, 504 F.3d
151, 84 U.S.F.Q.2d 1769 (1st Cir. 2007)—
§ 1:53
- TR-3 Industries, In re, 41 B.R. 128, 39 U.C.C. Rep.
Serv. 273 (Bankr. C.D. Cal. 1984)—§ 1:13
- Trade-Mark Cases, In re, 100 U.S. 82, 25 L. Ed.
550, 1879 WL 16583 (1879)—§ 1:134
- Trandes Corp. v. Guy F. Atkinson Co., 996 F.2d
555, 27 U.S.P.Q.2d 1014 (4th Cir. 1993)—
§§ 1:150, 1:152
- Transportation Design and Technology, Inc., In
re, 48 B.R. 635, 226 U.S.P.Q. 424, 40 U.C.C.
Rep. Serv. 1393 (Bankr. S.D. Cal. 1985)—
§ 1:12
- Triad Systems Corp. v. Southeastern Exp. Co., 31
U.S.P.Q.2d 1239, 1994-2 Trade Cas. (CCH) ¶
70837, 1994 WL 446049 (N.D. Cal. 1994)—
§ 1:80
- Trimarchi v. Together Development Corp., 255
B.R. 606, 43 U.C.C. Rep. Serv. 2d 13 (D. Mass.
2000)—§ 1:13
- Twentieth Century Fox Film Corp. v. Entertain-
ment Distributing, 429 F.3d 869, 76
U.S.P.Q.2d 1797 (9th Cir. 2005)—§ 1:52
- TWM Mfg. Co., Inc. v. Dura Corp., 789 F.2d 895,
229 U.S.P.Q. 525 (Fed. Cir. 1986)—§ 1:39
- Two Pesos, Inc. v. Taco Cabana, Inc., 505 U.S.
763, 112 S. Ct. 2753, 120 L. Ed. 2d 615, 23
U.S.P.Q.2d 1081 (1992)—§ 1:126
- v. Taco Cabana, Inc., 503 U.S. 957, 112 S. Ct.
1555, 118 L. Ed. 2d 205 (1992)—§ 1:130
- Ty Inc. v. Perryman, 306 F.3d 509, 64 U.S.P.Q.2d
1689 (7th Cir. 2002)—§ 1:1
- Tyrone v. Kelley, 9 Cal. 3d 1, 106 Cal. Rptr. 761,
507 P.2d 65 (1973)—§ 1:151
- U**
- Underwater Devices Inc. v. Morrison-Knudsen
Co., Inc., 717 F.2d 1380, 219 U.S.P.Q. 569
(Fed. Cir. 1983)—§ 1:39

- Union Carbide Chemicals & Plastics Technology Corp. v. Shell Oil Co., 425 F.3d 1366, 76 U.S.P.Q.2d 1705 (Fed. Cir. 2005)—§ 1:37
- Universal City Studios, Inc. v. Corley, 273 F.3d 429, 60 U.S.P.Q.2d 1953 (2d Cir. 2001)—§ 1:59
- v. Reimerdes, 111 F. Supp. 2d 294, 55 U.S.P.Q.2d 1873 (S.D. N.Y. 2000)—§ 1:57
- University Patents, Inc. v. Kligman, 762 F. Supp. 1212, 67 Ed. Law Rep. 900, 20 U.S.P.Q.2d 1401 (E.D. Pa. 1991)—§§ 1:1, 2:44
- U.S. v. Dubilier Condenser Corporation, 289 U.S. 178, 53 S. Ct. 554, 77 L. Ed. 1114, 17 U.S.P.Q. 154, 85 A.L.R. 1488 (1933)—§ 2:59
- v. Elcom Ltd., 203 F. Supp. 2d 1111, 62 U.S.P.Q.2d 1736 (N.D. Cal. 2002)—§ 1:60
- v. Fei Ye, 436 F.3d 1117, 77 U.S.P.Q.2d 1942 (9th Cir. 2006)—§ 1:158
- v. Keystone Sanitation Co., Inc., 885 F. Supp. 672, 25 Env'tl. L. Rep. 21430 (M.D. Pa. 1994)—§ 1:169
- v. LaMacchia, 871 F. Supp. 535, 33 U.S.P.Q.2d 1978 (D. Mass. 1994)—§§ 1:62, 1:98
- v. Lopez, 514 U.S. 549, 115 S. Ct. 1624, 131 L. Ed. 2d 626, 99 Ed. Law Rep. 24 (1995)—§ 1:3
- v. Microsoft Corp., 253 F.3d 34, 2001-1 Trade Cas. (CCH) ¶ 73321 (D.C. Cir. 2001)—§ 1:10
- v. Microsoft Corp., 165 F.3d 952, 27 Media L. Rep. (BNA) 1300, 1999-1 Trade Cas. (CCH) ¶ 72423, 42 Fed. R. Serv. 3d 1076 (D.C. Cir. 1999)—§§ 1:10, 4:13
- v. Microsoft Corp., 65 F. Supp. 2d 1 (D.D.C. 1999)—§§ 1:10, 1:97
- v. Microsoft Corp., 1998-2 Trade Cas. (CCH) ¶ 72261, 1998 WL 614485 (D.D.C. 1998)—§§ 1:3, 1:5, 1:97
- v. Microsoft Corp., 159 F.R.D. 318, 1995-1 Trade Cas. (CCH) ¶ 70897 (D.D.C. 1995)—§ 1:3
- v. Microsoft Corp., 56 F.3d 1448, 1995-1 Trade Cas. (CCH) ¶ 71027 (D.C. Cir. 1995)—§ 1:3
- v. Security Indus. Bank, 459 U.S. 70, 103 S. Ct. 407, 74 L. Ed. 2d 235, 9 Bankr. Ct. Dec. (CRR) 1071, 7 Collier Bankr. Cas. 2d (MB) 629, Bankr. L. Rep. (CCH) ¶ 68875, 35 U.C.C. Rep. Serv. 1 (1982)—§ 2:1
- v. Univis Lens Co., 316 U.S. 241, 62 S. Ct. 1088, 86 L. Ed. 1408, 53 U.S.P.Q. 404 (1942)—§ 1:37
- v. Yang, 281 F.3d 534, 61 U.S.P.Q.2d 1789, 2002 FED App. 0062P (6th Cir. 2002)—§ 1:158
- U.S.'s Application For A Search Warrant To Seize and Search Electronic Devices From Edward Cunnis, In re, 2011 WL 991405 (W.D. Wash. 2011)—§ 1:61
- Vault Corp. v. Quaid Software Ltd., 847 F.2d 255, 7 U.S.P.Q.2d 1281 (5th Cir. 1988)—§ 5:25
- Veoh Networks, Inc. v. UMG Recordings, Inc., 522 F. Supp. 2d 1265 (S.D. Cal. 2007)—§§ 1:38, 1:88
- VEOH NETWORKS, INC., a California corporation, Plaintiff, v. UMG RECORDINGS, INC., a Delaware corporation; Universal Music Corp., a New York corporation; Songs of Universal, Inc., a California corporation; Universal-Polygram International Publishing, Inc., a Delaware corporation; Rondor Music International, Inc., a California corporation; and Does 1-10 Inclusive, Defendants,, 2007 WL 3373456 (S.D. Cal. 2007)—§ 1:88
- Video Pipeline, Inc. v. Buena Vista Home Entertainment, Inc., 210 F. Supp. 2d 552, 63 U.S.P.Q.2d 1830 (D.N.J. 2002)—§ 1:94
- Viking Broadcasting Corp. v. Snell Pub. Co., Inc., 243 Neb. 92, 497 N.W.2d 383 (1993)—§ 2:55
- Virtual Works, Inc. v. Volkswagen of America, Inc., 238 F.3d 264, 57 U.S.P.Q.2d 1547 (4th Cir. 2001)—§ 1:133
- Vitronics Corp. v. Conceptoronic, Inc., 36 F. Supp. 2d 440, 44 U.S.P.Q.2d 1536 (D.N.H. 1997)—§ 1:163

W

- Walker Process Equipment, Inc. v. Food Machinery & Chemical Corp., 382 U.S. 172, 86 S. Ct. 347, 15 L. Ed. 2d 247, 147 U.S.P.Q. 404 (1965)—§§ 1:3, 4:25
- Wallace v. Chafee, 451 F.2d 1374 (9th Cir. 1971)—§ 2:7
- Walter, Application of, 618 F.2d 758, 205 U.S.P.Q. 397 (C.C.P.A. 1980)—§ 4:18
- Wang Laboratories, Inc. v. Docktor Pet Centers, Inc., 12 Mass. App. Ct. 213, 422 N.E.2d 805 (1981)—§ 2:1
- Warner-Jenkinson Co., Inc. v. Hilton Davis Chemical Co., 520 U.S. 17, 117 S. Ct. 1040, 137 L. Ed. 2d 146, 41 U.S.P.Q.2d 1865 (1997)—§§ 1:18, 1:36
- Warner Bros. Records, Inc. v. Tallie Stubbs, 2007 Copr. L. Dec. P 29407, 2007 WL 1959282 (W.D. Okla. 2007)—§ 1:88
- Warren Pub., Inc. v. Microdos Data Corp., 115 F.3d 1509, 43 U.S.P.Q.2d 1065 (11th Cir. 1997)—§ 1:74
- Weil v. Investment/Indicators, Research and Management, Inc., 647 F.2d 18, Fed. Sec. L. Rep. (CCH) ¶ 98023, 8 Fed. R. Evid. Serv. 475, 31 Fed. R. Serv. 2d 1196 (9th Cir. 1981)—§ 1:167
- West Pub. Co. v. Mead Data Cent., Inc., 799 F.2d 1219, 230 U.S.P.Q. 801 (8th Cir. 1986)—§§ 1:65, 3:18
- Whelan Associates, Inc. v. Jaslow Dental Labora-

V

- Van Luven v. Rooney Pace, Inc., 195 Cal. App. 3d 1201, 241 Cal. Rptr. 248 (4th Dist. 1987)—§ 2:14

TABLE OF CASES

- tory, Inc., 797 F.2d 1222, 230 U.S.P.Q. 481, 21 Fed. R. Evid. Serv. 571 (3d Cir. 1986)—§§ 1:71, 1:93, 4:11, 4:15
- White-Smith Music Pub. Co. v. Apollo Co., 209 U.S. 1, 28 S. Ct. 319, 52 L. Ed. 655 (1908)—§ 1:63
- White v. Samsung Electronics America, Inc., 989 F.2d 1512, 21 Media L. Rep. (BNA) 1330, 26 U.S.P.Q.2d 1362 (9th Cir. 1993)—§ 1:95
- v. Samsung Electronics America, Inc., 971 F.2d 1395, 20 Media L. Rep. (BNA) 1457, 23 U.S.P.Q.2d 1583 (9th Cir. 1992)—§ 1:95
- Whyte v. Schlage Lock Co., 101 Cal. App. 4th 1443, 125 Cal. Rptr. 2d 277, 19 I.E.R. Cas. (BNA) 289 (4th Dist. 2002)—§ 1:162
- Willemijn Houdstermaatschaap BV v. Apollo Computer Inc., 707 F. Supp. 1429, 13 U.S.P.Q.2d 1001 (D. Del. 1989)—§ 1:166
- Williams Electronics, Inc. v. Artic Intern., Inc., 685 F.2d 870, 215 U.S.P.Q. 405, 66 A.L.R. Fed. 476 (3d Cir. 1982)—§§ 1:63, 1:66
- World Auxiliary Power Co., In re, 303 F.3d 1120, 40 Bankr. Ct. Dec. (CRR) 36, 49 Collier Bankr. Cas. 2d (MB) 518, 64 U.S.P.Q.2d 1433, 48 U.C.C. Rep. Serv. 2d 447 (9th Cir. 2002)—§ 1:14
- WPOW, Inc. v. MRLJ Enterprises, 584 F. Supp. 132, 222 U.S.P.Q. 502 (D.D.C. 1984)—§ 1:89

Z

- Zyprexa Products Liability Litigation, In re, 314 F. Supp. 2d 1380 (J.P.M.L. 2004)—§ 1:169

<http://www.pbookshop.com>

<http://www.pbookshop.com>

Index

ABANDONMENT

- Patents, § 1:35
- Trademarks and unfair competition, § 1:144

ACCEPTANCE

- Contracts and agreements, § 2:21 to § 2:23

ACCESS

- Generally, § 1:3 to § 1:10
- Contracts and agreements, access to production facilities and markets, § 2:51
- Copyrights, digital access control, § 1:56 to § 1:61

ACQUISITIONS

- Generally, § 2:38, § 2:40, § 2:48, § 2:50

ADJUDICATION

- Dispute resolution and strategy, § 5:24

ADVERTISING AND ADVERTISEMENTS

- Copyrights, § 1:49, § 1:69, § 1:80, § 1:95
- Trademarks and Unfair Competition (this index)

AFFIDAVITS

- Patents, § 1:31

AFFIRMATIVE ACTION

- Patents, § 1:37

AGREEMENTS

- Contracts and Agreements (this index)

ALGORITHMS

- Patents, § 1:25

ALLOCATION

- Contracts and agreements, allocation of intellectual property rights, § 2:50

ALTERNATIVE DISPUTE RESOLUTION

- Contracts and agreements, § 2:34

AMERICAN ARBITRATION ASSOCIATION

- Dispute resolution and strategy, § 5:25

ANNEXES

- Contracts and agreements, § 2:20

ANONYMOUS WORKS

- Copyrights, § 1:102

ANTIBODY PURIFICATION METHOD

- Generally, App A5

ANTI-CIRCUMVENTION PROHIBITIONS

- Copyrights, digital access control, § 1:60

ANTI-SENSE REGULATION

- Gene expression in plant cells, App A1

ANTITRUST

- Generally, § 1:3 to § 1:10
- See also **Unfair Competition** (this index)
- Burden of proof, § 1:3
- Computer technology and programs
 - generally, § 1:3
 - Microsoft antitrust case, § 1:10
- Concealment, § 1:3
- Constitutional considerations, § 1:3
- Contracts
 - combination or conspiracy, § 1:4
 - infringement, § 2:7
- Copiers, § 1:9
- Copyrights, § 1:3, § 1:4, § 1:81, § 1:83, § 1:97
- Counterclaims, § 1:3
- Cross-licensing, § 1:9
- “Enlarging the right,” § 1:9
- Exclusive dealing, § 1:7
- First Amendment, § 1:3
- Fraud, § 1:3, § 1:9
- Freedom of expression and communication, § 1:3
- FTC regulation of deceptive practices, generally, § 1:9
- Grantbacks, § 1:6
- Guidelines, antitrust and mergers, § 1:3
- Incentives, § 1:6
- Independent service operators or providers, § 1:9
- Industry standards, control of, § 1:9
- Innovation, § 1:6, § 1:7, § 1:9
- Licensing
 - generally, § 1:3, § 1:4
 - cross-licensing, § 1:9
 - exclusive dealing, § 1:7
 - grantbacks, § 1:6
 - price fixing, § 1:8
 - tying, § 1:5
 - vertical licenses, § 1:7
- Merger guidelines, § 1:3
- Microsoft antitrust case, § 1:10
- Patents, § 1:3, § 1:4
- Per se violations, § 1:4 to § 1:9
- Pooling, § 1:9
- Price fixing, § 1:4, § 1:8
- Reason, rule of, § 1:4 to § 1:9
- Resale price, § 1:4, § 1:8
- Royalties, § 1:4, § 1:9
- Rule of reason and per se violations, § 1:4 to § 1:9
- Sherman Act, § 1:3, § 1:4, § 1:9, § 1:10

ANTITRUST—Cont'd

Trademarks and Unfair Competition (this index)

Trade secrets, § 1:3, § 1:9

Tying, § 1:5

United States v. Microsoft, § 1:10

Vertical licenses, § 1:7

“Walker process” cases, § 1:3, § 1:9

Willfulness, § 1:3

APPEAL

Copyrights, § 1:18

Patents (this index)

APPENDICES

Contracts and agreements, § 2:20

APPLICATIONS

Cloud computing, § 1:61

Copyrights, § 1:53

Patents (this index)

Trademark registration, § 1:136, § 1:142

ARBITRATION

Binding effect of arbitration clauses, § 1:2

Contracts and agreements, § 2:7, § 2:20, § 2:34

Dispute resolution and strategy, § 5:25

ARCHITECTURAL WORKS

Copyrights, § 1:47

ART AND ARTISTS

Copyrights, § 1:45

Trademarks and unfair competition, paintings, § 1:130

ASSIGNMENTS

Contracts and Agreements (this index)

Copyrights, § 1:54, § 1:97, § 2:41 to § 2:47

Invention Rights (this index)

Patents, § 1:31, § 1:34, § 2:41 to § 2:47

Perfecting security interests, § 1:12, § 1:13, § 1:15

Planning, § 4:35

Trademarks and unfair competition, § 1:136

Trade secrets, assignor estoppel, § 1:163

ASSOCIATIONS

Trademarks and unfair competition, § 1:136

ATTEMPTED MONOPOLIZATION

Microsoft antitrust case, § 1:10

ATTORNEYS

Contracts and agreements, “lawyers mess it up,” § 2:33

Day to day work in inventive environment, § 3:2, § 3:4 to § 3:7

Fees. **Attorneys Fees** (this index)

Inventiveness, integrating legal advice to promote. **Planning** (this index)

Trade secrets, attorney-client privilege, § 1:165 to § 1:170

ATTORNEYS’ FEES

Contracts and agreements, § 2:33

Copyrights (this index)

Patents, § 1:40

Semiconductor Chip Protection Act, § 1:123

AUTHORS

Copyrights (this index)

AUTHORS GUILD v. GOOGLE, INC.

Copyright, impact of Internet, § 1:61

AUTOBIOGRAPHERS

Copyrights, § 1:77

AUTOMATIC CREATION

Copyrights, § 1:52

AUTOMOBILE MANUFACTURERS

Contracts and agreements, § 2:48

AVAILABILITY OF INTERNET RESOURCES

Cloud computing, § 1:61

BACK-UP COPYING OF SOFTWARE

Copyrights, § 1:92

BAD FAITH

Good Faith (this index)

BANKRUPTCY COURTS

Perfecting security interests, § 1:12, § 1:13, § 1:15

BARGAINING POWER

Contracts and agreements, § 2:1

BERNE CONVENTION

Copyrights, § 1:17, § 1:77, § 1:102

BEVERAGES

Trademarks and unfair competition, § 1:128, § 1:146

BILLBOARDS

Trademarks and unfair competition, § 1:140

BINARY CODED DECIMALS

Patents, § 1:25

BIOLOGICAL MATERIALS

Patents, § 1:22

BIOTECHNOLOGY

Contracts and agreements, § 2:15

Patents, § 1:21, § 1:22, § 1:25, § 1:27

Planning, § 4:12, § 4:16, § 4:21

BOAT HULLS

Copyrights, § 1:96

BOILERPLATE TERMS

Contracts and agreements, § 2:14, § 2:19

BONA FIDE

Good Faith (this index)

INDEX

BONA FIDE PURCHASERS

Copyrights, § 1:62

BORLAND CASE

Copyrights, § 1:73

BOTTLES AND BOTTLING

Trademarks and unfair competition, § 1:146

“BOTTOM LINE” CHOICES

Day to day work in inventive environment, § 3:7

BOUND VOLUMES

Day to day work in inventive environment, § 3:15,
§ 3:16

BROCHURES

Trademarks and unfair competition, § 1:140

BROWSING

Copyrights, fair use, § 1:94

BUILDING DESIGNS

Trademarks and unfair competition, § 1:129

BURDEN OF PROOF

Antitrust, § 1:3

Plaintiff's, § 1:134

BUSINESS CARDS

Trademarks and unfair competition, § 1:140

BUSINESS METHOD

Patents, § 1:25

BUSINESS OPPORTUNITIES

Trade secrets, § 1:151

CACHING

Copyrights, § 1:85

CAFFEINATED DRINKS OR PRODUCTS

Trademarks and unfair competition, § 1:128

CALCULATIONS

Patents, § 1:25

CANCER TREATMENT

Planning, § 4:16

CANDY

Trademarks and unfair competition, § 1:128

CARBURETORS

Planning, § 4:13

CARTOON CHARACTERS

Copyrights, § 1:69

CELL FUSION

Planning, § 4:16

CELL PHONES

Trade secrets, attorney-client privilege, § 1:169

CHAIRS

Patents, § 1:21

CHANGING LAW

Generally, § 1:16

CHILDREN AND MINORS

Copyrights, § 1:59, § 1:69

CHIPS

Patents, microchips, § 1:28

Semiconductor Chip Protection Act (this index)

CHURCH MATERIAL

Copyrights, § 1:93

CIRCUMVENTION

Copyrights, digital access control, § 1:58, § 1:60

CLARITY

Contracts and agreements, § 2:13, § 2:18

CLASS OR CLASSIFICATION

TMEP classification of goods and services, **App D1**

Trademarks and unfair competition, classification of
goods/services, § 1:143

CLEAN ROOMS

Planning, § 4:22

CLONING

Patents, § 1:22

CLOSED SYSTEM

Neocytes and gerocytes, method of preparing, **App A3**

CLOUD COMPUTING

Generally, § 1:61

File sharing and “peer to peer” networks, § 1:93

Method of implementing neural network on digital
computers, **App A4**

COLLEGES AND UNIVERSITIES

Planning, joint projects with universities, § 4:39

COLORS

Trademarks and unfair competition, § 1:129, § 1:130

COMBINATIONS

Antitrust laws, § 1:4

COMMENTARY

Strategy, **App G**

COMMON LAW

Copyrights, § 1:45

COMMON PRACTICES

Copyrights, § 1:82

COMMUNICATION

Contracts and agreements, communication of first party
intent, § 2:10

Dispute resolution and strategy, communication
between adversaries, § 5:14

Telecommunications (this index)

Trade secrets, privileged communications between
attorney and client, § 1:165 to § 1:170

COMPACT DISK CONTROLLERS

Planning, § 4:13

COMPATIBILITY

Contracts and agreements, § 2:6

Copyrights, § 1:73

COMPATIBILITY REQUIREMENTS AND FUNCTIONALITY

Copyrights, § 1:73

COMPENSATION RIGHTS

Copyrights, § 1:93

COMPETITION

Antitrust (this index)

Contracts and agreements, noncompetition clauses, § 1:162

COMPILATIONS

Copyrights, § 1:65, § 1:80

COMPROMISE AND SETTLEMENT

Dispute resolution and strategy, § 5:25, § 5:26, § 5:29

COMPUTER TECHNOLOGY AND PROGRAMS

Antitrust (this index)

Contracts and agreements generally, § 2:6

development agreements, § 2:50

organization, generally, § 2:17, § 2:19, § 2:20

technical terms, § 2:15

transfers, § 2:40

Copyrights (this index)

Database management system with active data dictionary, **App A6**

Digital computers, method of implementing neural network on, **App A4**

Dispute resolution and strategy, § 5:25

E-Mail (this index)

Famous brands, § 1:133

International and transnational issues, § 1:17

Internet (this index)

Microprocessor having instruction fetch and execution overlap, **App A7**

Microsoft antitrust case, § 1:10

Open source software, § 1:35, § 4:26

Patents (this index)

Planning, § 4:12 to § 4:15, § 4:18 to § 4:20

Semiconductor Chip Protection Act (this index)

Trademarks and Unfair Competition (this index)

Trade Secrets (this index)

Videogames (this index)

Windows Operating System (this index)

CONCEALMENT

Antitrust, § 1:3

Copyrights, concealment of infringement, § 1:61

Trade secrets, § 1:152

CONDITIONS

Copyrights, registering and depositing as condition of enforcement, § 1:53

CONFIDENTIAL INFORMATION

Privileged or Confidential Information (this index)

CONFLICT OF LAWS

Generally, § 1:17

Contracts and agreements, § 2:32

Dispute resolution and strategy, § 5:26

CONFUSION

Trademarks and unfair competition, § 1:128, § 1:132

CONSPIRACY

Antitrust laws, § 1:4

CONSTITUTIONAL LAW

Antitrust, constitutional considerations, § 1:3

Copyrights (this index)

Freedom of Speech (this index)

Patents, § 1:20

CONSTRUCTION AND INTERPRETATION

Changing law, § 1:16

CONSULTANTS

Contracts and agreements, § 2:57, § 2:65

CONTAINERS

Packages and Containers (this index)

CONTEMPT

Copyrights, § 1:89

CONTINUATION-IN PART PATENT APPLICATIONS

Generally, § 1:29, § 1:41

CONTINUED USE

Semiconductor Chip Protection Act, § 1:115

CONTRACTS AND AGREEMENTS

Generally, § 2:1 et seq.

Acceptance, § 2:21 to § 2:23

Access to production facilities and markets, § 2:51

Allocation of intellectual property rights, § 2:50

Alternative dispute resolution, § 2:34

Annexes, § 2:20

Antitrust laws, § 1:4, § 2:7

Appendices, § 2:20

Arbitration, § 2:7, § 2:20, § 2:34

Assignments

generally, § 2:30

copyrights, § 1:54, § 2:41 to § 2:47

patents, § 2:41 to § 2:47

performance, § 2:26

Attorneys' fees, § 2:33

Automobile manufacturers, § 2:48

Bargaining power of parties, § 2:1

Biotechnology, § 2:15

CONTRACTS AND AGREEMENTS—Cont'd

Boilerplate terms, § 2:14, § 2:19
 Clarity, § 2:13, § 2:18
 Cloud computing, § 1:61
 Combination or conspiracy, § 1:4
 Combining general provisions and specifics, § 2:19
 Compatibility, § 2:6
Computer Technology and Programs (this index)
 Confidential information. **Privileged or Confidential Information** (this index)
 Conflict of laws, § 2:32
 Consulting agreements, § 2:57, § 2:65
Copyrights (this index)
 Cost of technology, § 2:6
 Cross-licenses, § 2:40
 Day to day work in inventive environment, § 3:22
 Definiteness, § 2:3
 Delay, § 2:25
 Derivative works, § 2:15
 Description. Identification or description, below
 Detailed contracts, § 2:18
 Development agreements, § 2:40, § 2:41, § 2:48 to § 2:51, § 2:66 et seq.
 Disclosure
 generally, § 2:35, § 2:66, App F5
 assignment, § 2:45, § 2:46
 employment agreements, § 2:60, § 2:61
 Dispute resolution
 generally, § 5:11, § 5:36 to § 5:38
 alternative dispute resolution, § 2:34
 Distribution agreements, § 2:38, § 2:40, § 2:66, App F6
 “Doing it right,” § 2:22
 “Double coverage,” § 2:20
 Drafting, § 2:13 to § 2:15
 Employment agreements, § 2:56, § 2:58 to § 2:64
 Expectations, § 2:27
 Final acceptance, § 2:21 to § 2:23
 Financing contracts, § 2:14
 Fine print, § 2:14
 Fraud and deceit, § 2:14
 Good faith, § 2:25, § 2:55
 Governing law, § 2:32
 “Hold harmless” clauses, § 2:31
 Identification or description
 development agreements, § 2:49
 patentable subject matter, § 2:42
 Indemnity, § 2:31, § 2:53
 Independent contractors, § 2:57
 Infringement, § 2:6, § 2:7, § 2:53
 Insurance, § 2:15
 Integration clauses, § 2:29
 Intent
 first party intent, communication of, § 2:10
 letters of intent, § 2:55

CONTRACTS AND AGREEMENTS—Cont'd

Inventions
 generally, § 2:1, § 2:38
 development agreements, § 2:50
 employment and consulting agreements, § 2:57 to § 2:59
 sample employment contract, § 2:64
 Joint ventures, § 2:55
 Laches, doctrine of, § 2:25
 “Lawyers mess it up,” § 2:33
 “Legalese,” § 2:14
 Letters of intent, § 2:55
 Licenses
 generally, § 2:40, § 2:52 to § 2:54, App F3
 development agreements, § 2:50
 technology license agreement, App F2
 Manufacturers and manufacturing, § 2:26, § 2:48
 Markets and marketing
 generally, § 2:1, § 2:40
 development agreements, access to production facilities and markets, § 2:51
 Mergers and acquisitions, § 2:38, § 2:40, § 2:48, § 2:50
 Milestone, § 2:25
 Motor vehicle manufacturers, § 2:48
 Negotiation, agreements during course of, § 2:55
 Noncompetition clauses, § 2:62
 Nondisclosure. Disclosure, above
 Obsolescence, likelihood of, § 2:6
 Organization, § 2:16 to § 2:20
 Partnerships, § 2:55
 Patents, assignment of, § 2:41 to § 2:47
 Performance, § 2:24 to § 2:27
 Plain English, § 2:14
Privileged or Confidential Information (this index)
 Production facilities, access to production facilities, § 2:51
 Professional services agreement, App F4
 Real estate development companies, § 2:55
 Reciprocity, § 2:11
 Recitals, § 2:20
 Remedies, generally, § 2:37
 Reputation of potential provider, § 2:6
 Sample contracts, § 2:64, § 2:65
 Sample organization, § 2:20
 Semiconductors, § 2:15
 Skill level required to produce technology, § 2:6
 Special contract situations, generally, § 2:38 to § 2:67
 Start-up, § 2:48
 Strategic alliances, § 2:40
 Technical terms, § 2:15
 Term, § 2:36
 Termination, § 2:36
 Time
 generally, § 2:6
 laches, doctrine of, § 2:25
Trade Secrets (this index)

CONTRACTS AND AGREEMENTS—Cont'd

- Transfers, § 2:40
- Value-added development and reseller agreement, **App F1**
- Warranties, § 2:31

CONTRIBUTORY INFRINGEMENT

- Copyrights, § 1:75
- Patents, § 1:37

COOKIES

- Trademarks and unfair competition, § 1:128

COOKIES, COMPUTER

- Copyrights, disabling of “cookies,” § 1:59

COOPERATIVE PROJECTS

- Planning, § 4:35, § 4:37

COOPERATIVE RESEARCH ACT

- Planning, § 4:38

COPIES

- Copyrights (this index)
- Photostatic Copiers (this index)

COPYRIGHTS

- Generally, § 1:18, § 1:45 to § 1:107
- Advertising and advertisements, § 1:49, § 1:69, § 1:80, § 1:95
- Anonymous works, § 1:102
- Anti-circumvention prohibitions, digital access control, § 1:60
- Antitrust, § 1:3, § 1:4, § 1:81, § 1:83, § 1:97
- Appellate decisions, § 1:18
- Applications, § 1:53
- Architectural works, § 1:47
- Art and artists, § 1:45
- Assignments, § 1:54, § 1:97, § 2:41 to § 2:47
- Attorneys' fees
 - generally, § 1:90
 - registration, § 1:53
- Authors, generally, § 1:45
- Authors Guild v. Google, Inc., § 1:61
- Autobiographies, § 1:77
- Automatic creation of copyright, § 1:52
- Back-up copying of software, § 1:92
- Berne Convention, § 1:17, § 1:77, § 1:102
- Boat hulls, § 1:96
- Bona fide purchasers, § 1:62
- Borland case, § 1:73
- Browsing, linking, and framing, fair use, § 1:94
- Caching, § 1:85
- Cartoon characters, § 1:69
- Changing law, § 1:16
- Children and minors, § 1:59, § 1:69
- Church material, § 1:93
- Circumvention, digital access control, § 1:58, § 1:60
- Cloud computing, § 1:61
- Common law, § 1:45

COPYRIGHTS—Cont'd

- Common practices, § 1:82
- Compatibility requirements and functionality, § 1:73
- Compensation rights, § 1:93
- Compilations, § 1:65, § 1:80
- Computer technology and programs
 - generally, § 1:18, § 1:45, § 1:63, § 1:70 to § 1:74
 - antitrust, § 1:97
 - browsing, linking, and framing, fair use, § 1:94
 - common software types, § 1:74
 - constitutional basis, § 1:48
 - defenses and non-infringement, § 1:77, § 1:79, § 1:82, § 1:84, § 1:85
 - derivative works, § 1:55
 - digital access control, below
 - digital works, protection, § 1:56 to § 1:61
 - exclusion of ideas and functional works, § 1:73
 - fair use, § 1:91 to § 1:94
 - file sharing and “peer to peer” networks, § 1:93
 - fixed, § 1:66
 - foreign state or country, § 1:63, § 1:74, § 1:104, § 1:107
 - infringement, generally, § 1:72, § 1:75
 - internet, below
 - online service providers (OSPs), limitation of liability for, § 1:85
 - ownership of copyright from ownership of copy distinguished, § 1:62
 - questions of law or fact, § 1:69
 - registration, § 1:53
 - screen displays, “look and feel,” § 1:72
 - technology, protection, § 1:63
- Condition of enforcement, registering and depositing as, § 1:53
- Confidentiality, § 1:61
- Congress, power to grant extension, § 1:46
- Constitutional law
 - generally, § 1:46 to § 1:51
 - First Amendment, § 1:46
 - freedom of speech, below
 - impoundment, § 1:89
- Contempt, § 1:89
- Contracts and agreements
 - assignment, § 1:54, § 2:41 to § 2:47
 - impact of Internet, § 1:61
 - originality, § 1:65
- Contributory infringement, § 1:75
- “Cookies,” disabling of, § 1:59
- Copies, generally, § 1:55
- Copyright Term Extension Act (CTEA), § 1:3
- Corporations, § 1:50
- Creating, § 1:52
- Criminal matters
 - generally, § 1:98
 - digital access control, § 1:57, § 1:60
 - infringement (18 U.S.C. §§ 231, 2319), **App B6**

COPYRIGHTS—Cont'd

Criticism, § 1:49
 Damages
 generally, § 1:87
 registration, § 1:53
 Databases, § 1:74
 Day to day work in inventive environment, § 3:3
 Declaratory judgment action, § 1:88
 Defenses and non-infringement
 generally, § 1:76 to § 1:85
 efficiency, objective needs, and common practices, § 1:82
 fair use, § 1:91
 independent creation, § 1:79
 misuse, § 1:83
 online service providers (OSPs), limitation of liability for, § 1:85
 parody and transformed expression, § 1:81
 public domain, § 1:77
 reverse engineering, § 1:84
 United States government works, § 1:78
 Definitions in Section 101, § 1:48
 Depositing copyright, § 1:53
 Derivative works, § 1:48, § 1:55
 Digital access control
 generally, § 1:56 to § 1:61
 anti-circumvention prohibitions, § 1:60
 exceptions to prohibitions, § 1:59
 management information, integrity of, § 1:60
 producer restrictions, § 1:58
 user restrictions, § 1:57
 Digital envelope, § 1:60
 Digital locks, § 1:56 to § 1:61
 Digital rights management, § 1:60
 Disclosure, ownership of copyright from ownership of copy distinguished, § 1:62
 Dispute resolution and strategy, § 5:2
 Dramatic works, § 1:47
 Education, § 1:49, § 1:80
 Efficiency, objective needs, and common practices, § 1:82
 Employer and employee, § 1:52, § 1:62
 Encryption research, § 1:59
 Enforcement, § 1:53
 Entertainment productions, generally, § 1:45
 Exceptions to prohibitions, digital access control, § 1:59
 Expert testimony, § 1:69
 Expression
 generally, § 1:67 to § 1:69
 transformed expression, § 1:81
 Fair use, § 1:49, § 1:59, § 1:80, § 1:91 to § 1:94
 File sharing, fair use, § 1:94
 File sharing and “peer to peer” networks, § 1:93
 First Amendment, § 1:46
 Fixed, § 1:66

COPYRIGHTS—Cont'd

Foreign state or country
 generally, § 1:17, § 1:18, § 1:99 to § 1:107
 computer technology and programs, § 1:63, § 1:74, § 1:104, § 1:107
 defenses and non-infringement, § 1:77
 treaties, § 1:56, § 1:74, § 1:100 to § 1:104
 Framing, fair use, § 1:94
 Freedom of speech
 defenses and non-infringement, § 1:77, § 1:81
 digital access control, § 1:59
 right to challenge copyright, § 1:46
 Garbage can icons, § 1:72
 GATT, § 1:107
 Government works, § 1:78
 Heirs, § 1:54
 Hire, works made for, § 1:52, § 2:57
 Icons, § 1:72
 Identification of rights distinguished from ownership or control, § 1:1
 Image protection, § 1:95
 Impoundment, § 1:89
 Incentives, § 1:62
 Independent creation, § 1:79
 Infants, § 1:59, § 1:69
 Infringement
 generally, § 1:75
 computer technology and programs, above constitutional basis, § 1:49
 criminal matters (18 U.S.C. §§ 231, 2319), App B6
 damages, § 1:87
 digital access control, § 1:60
 injunctions, § 1:89
 questions of law or fact, § 1:68, § 1:69
 registration, § 1:53
 Injunctions, § 1:88
 Instructions to jury, § 1:73
 Interface issues, § 1:72
 International and transnational issues, § 1:17, § 1:18, § 1:99 to § 1:107
 Internet
 browsing, linking, and framing, fair use, § 1:94
 cloud computing, § 1:61
 fair use, § 1:91, § 1:93
 impact, § 1:61
 infringement of copyright, declaratory judgment actions, § 1:88
 online service providers (OSPs), limitation of liability for, § 1:85
 ownership of copyright from ownership of copy distinguished, § 1:62
 Journalists, § 1:49
 Libraries, § 1:59
 Licenses
 generally, § 1:97

COPYRIGHTS—Cont'd

Licenses—Cont'd
 ownership of copyright from ownership of copy distinguished, § 1:62
 registration, § 1:53
 Limitation of liability for online service providers (OSPs), § 1:85
 Linking and framing, fair use, § 1:94
 Literature and literary works, generally, § 1:45
 Locks, digital, § 1:56 to § 1:61
 “Look and feel,” screen displays, § 1:72
 Management information, digital access control, § 1:60
 Manufacturing and marketing circumvention devices, digital access control, § 1:58
 Marketing circumvention devices, digital access control, § 1:58
 Microcomputers, § 1:72
 Minors, § 1:59, § 1:69
 Misuse, § 1:83
 Mixed questions of law or fact, § 1:80
 Mnemonics case, § 1:73
 Moral right protection, § 1:102
 Motion pictures, § 1:47, § 1:53, § 1:89
 Multimedia, § 1:95
 Music and musicians, § 1:45, § 1:47, § 1:81, § 1:95
 News reporting, § 1:49, § 1:80
 Notice
 generally, § 1:45
 automatic creation, § 1:52
 Objective needs and common practices, § 1:82
 Olive Tree University fair use policy, § 1:92
 Online service providers (OSPs), limitation of liability for, § 1:85
 Open source, § 1:74
 Originality, § 1:65, § 1:96
 Ownership of copyright distinguished from ownership of copy, § 1:62
 Pantomimes, § 1:47
 Parody, § 1:81
 Password protection, § 1:57
 Perfecting security interests, § 1:14, § 1:15
 Personal information gathering devices, disabling of, § 1:59
 Phonograph records, § 1:62, § 1:80, § 1:89
 Photographic works, § 1:103
 Planning, § 4:4
 Plays and playwrights, § 1:67
 Privacy, § 1:61
 Producer restrictions, digital access control, § 1:58
 Pseudonymous works, § 1:102
 Public domain, § 1:77
 Questions of law or fact, § 1:18, § 1:68, § 1:69, § 1:80
 Reciprocity, § 1:93
 Recording copyright transfer, § 1:54
 Registration, § 1:53
 Religious material, § 1:93

COPYRIGHTS—Cont'd

Remedies, generally, § 1:86 to § 1:90
 Research
 constitutional basis, § 1:49
 defenses and non-infringement, § 1:80
 encryption research, § 1:59
 Reverse engineering, § 1:59, § 1:84, § 1:92
 Rodent infestation advertisements, § 1:49
 “Safe harbors,” § 1:85
 Scholarships, § 1:49, § 1:80
 Scientology works, § 1:93
 Scope of protection, § 1:64 to § 1:69
 Screen displays, § 1:72
 Security device testing, § 1:59
 Seizure of property, § 1:89
 17 U.S.C. §§ 101, 102, 103, 104, 105, 106, 107, 109, 117, 201, 202, 204, 205, 301, 401, 408, 409, 411, 501, 502, 503, 504, 505, 506, App B2
 Software. Computer technology and programs, above
 Sonny Bono Act, § 1:3
 Sound recordings, § 1:47, § 1:62, § 1:80, § 1:89
 Spreadsheets, § 1:72, § 1:73
 Statutes, § 1:46 to § 1:51
 “Sweat equity,” § 1:65
 Teaching, § 1:49, § 1:80
 Telecommunications
 telephone companies, § 1:65
 television, § 1:49, § 1:95
 Telephone companies, § 1:65
 Television, § 1:49, § 1:95
 Term
 generally, § 1:50
 Copyright Term Extension Act, § 1:3
 Sonny Bono Act, § 1:3
 Termination. Transfer of copyright, below
 Trade Commission of United States, § 1:105 to § 1:107
 Trade secrets, § 1:53
 Transfer of copyright
 recording, § 1:54
 statutory and constitutional basis, § 1:51
 Transformed expression, § 1:81
 Translation, § 1:102
 Transnational issues, § 1:17, § 1:18, § 1:99 to § 1:107
 Treaties, § 1:17, § 1:56, § 1:74, § 1:100 to § 1:104
 United States government works, § 1:78
 United States Trade Commission, § 1:105 to § 1:107
 Universal copyright convention, § 1:103
 User restrictions, digital access control, § 1:57
 Vessel hulls, § 1:96
 Vesting, § 1:52
 Videogames, § 1:66, § 1:95
 Video rental stores, § 1:89
 Voice imitations, § 1:95
 Waste receptacle icons, § 1:72
 Windows operating system, § 1:72
 Works made for hire, § 1:52, § 2:57

INDEX

COPYRIGHTS—Cont'd

- World International Intellectual Property Organization (WIPO) Copyright Treaty, § 1:104
- World trade organization, § 1:107

COPYRIGHT TERM EXTENSION ACT (CTEA)

- Generally, § 1:3

CORPORATIONS

- Copyrights, § 1:50
- Planning (this index)
- Real estate development companies, contracts and agreements, § 2:55
- Trademarks and unfair competition, registration, § 1:136
- Trade secrets, corporate opportunities, § 1:161

COSTS

- Actions. **Costs of Action** (this index)
- Contracts and agreements, cost of technology, § 2:6
- Patents, translation costs, § 1:44

COSTS OF ACTION

- Attorneys' Fees** (this index)
- Dispute resolution and strategy, § 5:4, § 5:5
- Microsoft antitrust case, § 1:10
- Time and expense, § 1:10, § 5:4

COUNSEL

- Attorneys** (this index)

COUNTERCLAIMS

- Antitrust, § 1:3

COVENANT NOT TO SUE

- Copyright infringement, declaratory judgment actions, § 1:88

COVERS FOR PRESS PADS

- Qualitex Company, **App E1**

COVER SHEETS

- Patents, § 1:31

CRIMINAL MATTERS

- Copyrights, § 1:98
- Digital locks, access control, § 1:57, § 1:60
- Electronic Espionage Act, § 1:158
- Infringement (18 U.S.C. §§ 231, 2319), **App B6**

CRITICISM

- Copyrights, § 1:49

CROSS-LICENSING

- Antitrust, § 1:9
- Contracts and agreements, § 2:40
- Patents, § 1:21

CUSTOMER REFERRAL SYSTEMS

- Internet-based computer referral system, **App A11**

CYBERSQUATTING

- Trademarks and unfair competition, § 1:133

DAMAGES

- Copyrights** (this index)
- Dispute resolution and strategy, § 5:12, § 5:13, § 5:31
- Enhanced Damages** (this index)
- Patents, § 1:37, § 1:39, § 1:40
- Semiconductor Chip Protection Act, § 1:117, § 1:120

DATABASES

- Copyrights, § 1:74

DATA PROCESSING

- Computer Technology and Programs** (this index)

DATE

- Time or Date** (this index)

DAY TO DAY WORK IN INVENTIVE ENVIRONMENT

- Generally, § 3:1 et seq.
- Attorneys, § 3:2, § 3:4 to § 3:7
- “Bottom line” choices, § 3:7
- Bound volumes, § 3:15, § 3:16
- Confidentiality, § 3:11, § 3:25
- Conflicting job assignments, § 3:26
- Contracts, § 3:22
- Copyrights, § 3:3
- Disclosure, § 3:11
- Education programs, § 3:8 to § 3:12
- E-mail storage of notes, § 3:16
- Employer and employee, generally, § 3:21 to § 3:26
- Entrepreneurs, § 3:26
- Exit interview or process, § 3:25
- Experiments, § 3:15, § 3:17
- Explaining all factors, § 3:5
- Fair use policies and the internet, § 3:12
- Financing, obtaining, § 3:26
- Former employees, § 3:25
- Identifying choices, § 3:6
- Identifying research, § 3:19, § 3:20
- In-house newsletters, § 3:10
- Innovative environment, § 3:1
- Internet, fair use policies, § 3:12
- Licenses, § 3:18, § 3:19
- Log book, § 3:13
- Management and managers, § 3:1, § 3:27
- Newsletters, § 3:10
- Notes and notebooks, § 3:14 to § 3:17
- Orientation programs, § 3:8 to § 3:12
- Patents, generally, § 3:13
- Questionnaires, § 3:11
- Records and recording
 - entrepreneurs, § 3:26
 - notes and notebooks, recording in, § 3:17
- Research, § 3:18 to § 3:20
- Semiconductor Chip Protection Act, § 3:3, § 3:20
- Spin-off, shifting employment and special case of spin-off, § 3:22 to § 3:26
- Trade secrets, § 3:3, § 3:25

DECEIT

Fraud and Deceit (this index)

DECLARATORY JUDGMENT ACTION

Copyrights, § 1:88
 Patents, § 1:38

DEFENSES

Copyrights (this index)

DEFINITENESS

Contracts and agreements, § 2:3

DELAY

Contracts and agreements, § 2:25

DEPOSITS

Copyrights, § 1:53

DERIVATIVE WORKS

Contracts and agreements, § 2:15
 Copyrights, § 1:48, § 1:55

DESCRIPTION

Identification or Description (this index)

DESIGN PATENTS

Generally, § 1:32

DESTRUCTION

Semiconductor Chip Protection Act, § 1:122

DETAILED CONTRACTS

Generally, § 2:18

DEVELOPMENT AGREEMENTS

Generally, § 2:40, § 2:41, § 2:48 to § 2:51, § 2:66 et seq.

DICTIONARIES

Database management system with active data dictionary, App A6

DIGITAL ACCESS CONTROL

Copyrights (this index)

DIGITAL COMPUTERS

Method of implementing neural network, App A4

DIGITAL ENVELOPE

Copyrights, technical protection of digital works, § 1:60

DIGITAL LIBRARY

Copyrights, impact of Internet, § 1:61

DIGITAL LOCKS

Copyrights, § 1:56 to § 1:61

DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)

Generally, § 1:56, § 1:59, § 1:60

DIGITAL RIGHTS MANAGEMENT

Copyrights, § 1:60

DIRECT-MAIL LEAFLETS

Trademarks and unfair competition, § 1:140

DISCLOSURE

Contracts and Agreements (this index)

Copyrights, ownership of copyright from ownership of copy distinguished, § 1:62

Day to day work in inventive environment, § 3:11

Inadvertent disclosure through electronic means, § 1:169

Open source, invention disclosure, § 1:35

Patents, § 1:22, § 1:24, § 1:26, § 1:35

Planning, § 4:9

Trade secrets, § 1:151, § 1:162, § 1:169

DISCOVERY

Dispute resolution and strategy, § 5:16 to § 5:21, § 5:27, § 5:32

DISPLAY SYSTEM

Generally, App A2

DISPUTE RESOLUTION AND STRATEGY

Generally, § 5:1 et seq.

Adjudication, § 5:24

American Arbitration Association, § 5:25

Arbitration, § 5:25

Assessing and controlling litigation, § 5:2

Communication between adversaries, § 5:14

Compromise and settlement, § 5:25, § 5:26, § 5:29

Computer technology and programs, § 5:3

Conflict of laws, § 5:26

Contracts and Agreements (this index)

Copyrights, § 5:9

Costs of action, § 5:5

Damages, § 5:12, § 5:13, § 5:31

Discovery, § 5:16 to § 5:21, § 5:27, § 5:32

Economic concerns, § 5:6

Enhanced damages, § 5:13

Evaluation, § 5:32

Expense, § 5:4

Expert and opinion evidence, § 5:25

Fact-finding, § 5:30

Foreign state or country, § 5:25

Injunctions, § 5:3

Intervention, § 5:24

Investigation, § 5:12

Judging, § 5:33

Legal theories, § 5:7 to § 5:11

Liquidated damages, § 5:31

Management, § 5:18

Mediation, § 5:26, § 5:35 to § 5:38

Mini-trial, § 5:27

Motorola, Inc. v. Hitachi Ltd., § 5:3

Negotiation, § 5:20, § 5:28 to § 5:33

Neutrality

evaluation, § 5:32

fact-finding, § 5:30

DISPUTE RESOLUTION AND STRATEGY

—Cont'd

- Notice, § 5:12
- Patent claims, § 5:8, § 5:13
- Private judging, § 5:33
- Public policy concerns, § 5:6
- Response, § 5:12, § 5:17
- Sample mediation clauses, § 5:35 to § 5:38
- Semiconductor Chip Protection Act, § 5:10
- Settlement, § 5:25, § 5:26, § 5:29
- Tables and summary, § 5:34
- Theories, legal, § 5:7 to § 5:11
- Time and expense, § 5:4
- Timely action, § 5:22
- Trademark claims, § 5:8
- Trade secrets, § 5:11

DISTRIBUTION

- Contracts and agreements, § 2:38, § 2:40, § 2:66, App F6
- Semiconductor Chip Protection Act, § 1:112

DNA

- Planning, § 4:16, § 4:21

“DOT COM”

- Trademarks and unfair competition, § 1:133

“DOUBLE COVERAGE”

- Contracts and agreements, § 2:20

DRAFTING

- Contracts and agreements, § 2:13 to § 2:15

DRAMATIC WORKS

- Copyrights, § 1:47

DRAWINGS

- Patents, § 1:32
- Trademark registration, § 1:137

DRUG TESTING

- Planning, § 4:16

ECONOMIC CONCERNS

- Dispute resolution and strategy, § 5:6

ECONOMIC ESPIONAGE ACT

- Trade secrets, § 1:158

EDUCATION

- Copyrights, § 1:49, § 1:80
- Day to day work in inventive environment, § 3:8 to § 3:12
- Planning, joint projects with universities, § 4:39

EFFICIENCY

- Copyrights, § 1:82

ELECTRONIC ENVIRONMENT

- E-mail etiquette, protecting professional judgment and confidentiality, § 1:169
- Filing and searching, § 1:35

ELECTRONIC ENVIRONMENT—Cont'd

- Locis system, § 1:51
- Summary of basic copyright requirements, § 1:53
- Trade secrets, preserving secrecy, § 1:156
- Web site of Copyright Office, § 1:45

ELECTRONIC SECURITY

- Trade secrets, attorney-client privilege, § 1:169

E-MAIL

- Day to day work in inventive environment, e-mail storage of notes, § 3:16
- Trade secrets, attorney-client privilege, § 1:169

EMPLOYER AND EMPLOYEE

- Changing law, § 1:16
- Contracts and agreements, § 2:56, § 2:58 to § 2:64
- Copyrights, § 1:52, § 1:62

Day to Day Work in Inventive Environment (this index)

- Identification of rights distinguished from ownership or control, § 1:1

Planning (this index)

Trade Secrets (this index)

ENCRYPTION

- Copyrights, research, § 1:59
- Trade secrets, § 1:156

ENGINEERING

- Reverse Engineering** (this index)

ENHANCED DAMAGES

- Dispute resolution and strategy, § 5:13
- Patents, § 1:39

“ENLARGING THE RIGHT”

- Antitrust, § 1:9

ENTERTAINMENT PRODUCTIONS

- Copyrights** (this index)
- Trade secrets, § 1:164

ENTREPRENEURS

- Day to day work in inventive environment, § 3:26

EQUIVALENTS, DOCTRINE OF

- Patents, § 1:36

ERYTHROPOIETIN, HUMAN

- Patents, § 1:22

ESPIONAGE

- Trade secrets, § 1:157, § 1:158

ESTOPPEL

- Trade Secrets** (this index)

ETIQUETTE

- E-mail communications, § 1:169

EVALUATION

- Dispute resolution and strategy, neutral evaluation, § 5:32

EVALUATION—Cont’d

Planning, invention evaluation, § 4:31, § 4:32

EXAMINATION

Trademarks and unfair competition, § 1:144

EXCLUSIVE DEALING

Antitrust, § 1:7

EXCLUSIVITY

Patents, § 1:21

EXECUTION OVERLAP

Microprocessor having instruction fetch and execution overlap, App A7

EXIT INTERVIEW OR PROCESS

Day to day work in inventive environment, § 3:25

EXPECTATIONS

Contracts and agreements, § 2:27

EXPERIMENTS

Day to day work in inventive environment, § 3:15, § 3:17

EXPERT AND OPINION EVIDENCE

Copyrights, § 1:69

Dispute resolution and strategy, § 5:25

EXPLANATION

Day to day work in inventive environment, explaining all factors, § 3:5

EXPRESSION

Copyrights (this index)

EXTERIOR DECOR

Trademarks and unfair competition, § 1:130

FACT-FINDING

Dispute resolution and strategy, § 5:20

FAIR USE

Copyrights, § 1:49, § 1:59, § 1:80, § 1:91 to § 1:94

Day to day work in inventive environment, § 3:12

FAMOUS BRANDS

Computer technology and programs, § 1:133

Dilution of value of trademark, § 1:134

FAX COMMUNICATIONS

Trade secrets, attorney-client privilege, § 1:169

FEDERAL STATUTES

Statutes (this index)

FEES

Attorneys Fees (this index)

Patents (this index)

Trademarks and unfair competition, registration, § 1:135

FIDUCIARIES

Trade secrets, § 1:153

FILE SHARING

Copyrights, fair use, § 1:94

“Peer to peer” networks and, § 1:75, § 1:93, § 1:94

FILMS

Motion Pictures (this index)

FINAL ACCEPTANCE

Contracts and agreements, § 2:21 to § 2:23

FINANCING

Contracts, § 2:14

Day to day work in inventive environment, obtaining financing, § 3:26

Perfecting security interests, financing statements, § 1:14

FINE PRINT

Contracts and agreements, § 2:14

FIREWALLS

Trade secrets, § 1:156

FIRST AMENDMENT

Freedom of Speech (this index)

FIXED

Copyrights, § 1:66

FOOD SERVICE TRAY

Generally, App A8

FOREIGN STATE OR COUNTRY

Generally, § 1:17

Changing law, § 1:16

Conflict of Laws (this index)

Copyrights (this index)

Dispute resolution and strategy, § 5:25

Importation (this index)

Patents (this index)

Perfecting security interests, foreign films, § 1:14

Semiconductor Chip Protection Act, § 1:124

Trademarks and Unfair Competition (this index)

Trade Secrets (this index)

Treaties (this index)

FORMER EMPLOYEES

Day to day work in inventive environment, § 3:25

FORMS

Contracts, § 2:19

Web site of Copyright Office, § 1:45

FORMULAS

Patents, § 1:26

FRAGRANCES

Trademarks and unfair competition, § 1:129

FRAMING

Copyrights, fair use, § 1:94

FRAUD AND DECEIT

Antitrust, § 1:3, § 1:9

INDEX

FRAUD AND DECEIT—Cont'd

- Contracts and agreements, § 2:14
- FTC regulation of deceptive practices. **Antitrust** (this index)
- Trademarks and unfair competition, § 1:128
- Trade secrets, § 1:152

FREEDOM OF SPEECH

- Antitrust, § 1:3
- Copyrights (this index)

FTC REGULATION OF DECEPTIVE PRACTICES

- Antitrust** (this index)

GARBAGE CAN ICONS

- Copyrights, § 1:72

GATT

- Copyrights, § 1:107
- Patents, § 1:40 to § 1:43

GENE EXPRESSION IN PLANT CELLS

- Anti-sense regulation, **App A1**

GENERIC TERMS

- Trademarks and unfair competition, § 1:128, § 1:131

GENETICS

- Patents, § 1:22

GEOMETRIC SHAPES

- Trademarks and unfair competition, § 1:129

GEROCYTES

- Closed system, method of preparing neocytes and gerocytes in, **App A3**

GOOD FAITH

- Contracts and agreements, § 2:25, § 2:55
- Copyrights, bona fide purchasers, § 1:62
- Trademarks and unfair competition: bona fide intention to use, § 1:141

GOOD WILL

- Trademarks and unfair competition, § 1:127

GOVERNING LAW

- Conflict of Laws** (this index)

GOVERNMENT WORKS

- Copyrights, § 1:78

GRANTBACKS

- Antitrust, § 1:6

HANDBILLS

- Trademarks and unfair competition, § 1:140

HEDGING RISKS

- Patents, § 1:25

HEIRS

- Copyrights, § 1:54

HIRE, WORKS MADE FOR

- Copyrights, § 1:52

“HOLD HARMLESS” CLAUSES

- Contracts and agreements, § 2:31

HOTSPOTS

- Trade secrets, attorney-client privilege, § 1:169

HUMAN ERYTHROPOIETIN

- Patents, § 1:22

HUMAN IMMUNE SYSTEM

- Planning, § 4:16

ICONS

- Copyrights, § 1:72

IDENTIFICATION OR DESCRIPTION

- Contracts and Agreements** (this index)
- Day to day work in inventive environment identifying choices, § 3:6
- research, § 3:19, § 3:20
- Ownership or control, distinguishing identification of rights from § 1:1
- Trademarks and unfair competition, identification of goods/services, § 1:138
- Trade secrets, § 1:152

IMAGE PROTECTION

- Copyrights, § 1:95

IMMUNODEFICIENCY

- Planning, § 4:16

IMPORTATION

- Patents, § 1:21
- Semiconductor Chip Protection Act, § 1:112, § 1:115
- Trademarks and unfair competition, § 1:134

IMPOUNDMENT

- Copyrights, § 1:89
- Semiconductor Chip Protection Act, § 1:122

INADVERTENCE

- Trade secrets, § 1:157

INCENTIVES

- Antitrust, § 1:6
- Copyrights, § 1:62
- Planning, employee incentives, § 4:40

INDEMNITY

- Contracts and agreements, § 2:31, § 2:53

INDEPENDENT CONTRACTORS

- Contracts and agreements, § 2:57

INDEPENDENT CREATION

- Copyrights, § 1:79

INDEPENDENT SERVICE OPERATORS OR PROVIDERS

- Antitrust, § 1:9

INDUSTRY STANDARDS

Antitrust, controlling industry standards, § 1:9

INFANTS

Copyrights, § 1:59, § 1:69

INFRINGEMENT

Contracts and agreements, § 2:6, § 2:7, § 2:53

Contributory infringement

copyrights, § 1:75

patents, § 1:37

Copyrights (this index)

Patents (this index)

Semiconductor Chip Protection Act, § 1:121

Trademarks and Unfair Competition (this index)

IN-HOUSE NEWSLETTERS

Day to day work in inventive environment, § 3:10

INJUNCTIONS

Copyrights, § 1:88

Dispute resolution and strategy, § 5:3

Patents, § 1:37, § 1:38, § 1:40

Semiconductor Chip Protection Act, § 1:121

Trade secrets, injunction limiting mobility of employee,
§ 1:162

INNOCENT PURCHASERS

Semiconductor Chip Protection Act, § 1:116, § 1:120

INNOVATION

Antitrust, § 1:6, § 1:7, § 1:9

Day to day work in inventive environment, § 3:1

Planning, § 4:8

INQUIRY

Trade secrets, § 1:164

INSTANT MESSAGING

Trade secrets, attorney-client privilege, § 1:169

INSTRUCTION FETCH

Microprocessor having instruction fetch and execution
overlap, App A7

INSTRUCTIONS TO JURY

Copyrights, § 1:73

INSURANCE

Contracts and agreements, § 2:15

INTEGRATION CLAUSES

Contracts and agreements, § 2:29

INTENT

Contracts and Agreements (this index)

Trademarks and unfair competition, bona fide intention
to use, § 1:141

INTERFACE ISSUES

Copyrights, § 1:72

INTERFERENCE

Patents, § 1:40

INTERFERENCE—Cont'd

Trade secrets, interference with prospective advantage,
§ 1:160

INTERIOR AND EXTERIOR DECOR

Trademarks and unfair competition, § 1:130

INTERNATIONAL MATTERS

Foreign State or Country (this index)

INTERNET

Browsing, linking, and framing, fair use, § 1:94

Cloud computing, generally, § 1:61

Criminal matters involving copyrights, § 1:98

Customer referral systems, App A11

Cybersquatting, § 1:133

Day to day work in inventive environment, fair use
policies, § 3:12

Defenses and non-infringement, § 1:76

“Dot com,” § 1:133

Fair use, § 1:91, § 1:93

File sharing and “peer to peer” networks, § 1:93

Infringement of copyright, § 1:87, § 1:88

IPS commentary, App G

Management information integrity, digital access
control, § 1:60

Microsoft antitrust case, § 1:10

Online service providers (OSPs), limitation of liability
for, § 1:85

Ownership of copyright distinguished from ownership
of copy, § 1:62

Patents, § 1:25

Planning, integrating legal advice to promote inventive-
ness, § 4:1

Public policy, open source, dispute resolution and strat-
egy, § 5:6

Resource availability, cloud computing, § 1:61

Trademarks and unfair competition, § 1:129, § 1:133

Trade secrets, attorney-client privilege, § 1:169

Virtual private networks, attorney-client privilege,
§ 1:169

Wi-fi access, trade secrets, § 1:169

Word wide web, trademarks and unfair competition,
§ 1:133

INTERPRETATION OF LAWS

Changing law, § 1:16

INTERSTATE COMMERCE

Trademarks and unfair competition, registration,
§ 1:139, § 1:144

INTERVENTION

Dispute resolution and strategy, § 5:24

INTRANET

Trade secrets, attorney-client privilege, § 1:169

INVENTION RIGHTS

Assignment, generally, § 2:41

Development agreements, § 2:50

INDEX

INVENTION RIGHTS—Cont'd

- Employee incentives, § 4:40
- Employment and consulting agreements, § 2:57 to § 2:59
- Employment contract, sample, § 2:64
- Obligation to assign, § 2:44

INVENTIONS

- Contracts and Agreements (this index)
- Day to Day Work in Inventive Environment (this index)
- Patents (this index)
- Planning (this index)
- Rights. **Invention Rights** (this index)

INVESTIGATION

- Dispute resolution and strategy, § 5:12

INVESTMENTS

- Patents, § 1:25
- Planning, outside investors, § 4:6, § 4:9

IPS

- Commentary, **App G**

JOINT PROJECTS

- Level of contribution to joint work, § 1:52
- Planning, joint projects with universities, § 4:39

JOINT VENTURES

- Contracts and agreements, § 2:55
- Trademarks and unfair competition, § 1:136

JOURNALISTS

- Copyrights, § 1:49

JUDGING

- Dispute resolution and strategy, § 5:33

KEY PERSONNEL

- Planning, key personnel from other companies, § 4:6, § 4:10

LABELS AND LABELING

- trademarks and unfair competition, § 1:140

LACHES

- Contracts and agreements, § 2:25

LANHAM ACT

- Trademarks and Unfair Competition (this index)

LARGE COMPANIES

- Planning, § 4:5

LASER APPARATUS

- Patents, § 1:31

LAWYERS

- Attorneys (this index)

LEAFLETS

- Trademarks and unfair competition, § 1:140

“LEGALESE”

- Contracts and agreements, § 2:14

LEGAL THEORIES

- Dispute resolution and strategy, § 5:7 to § 5:11

LETTERHEAD STATIONERY

- Trademarks and unfair competition, § 1:140

LETTERS OF INTENT

- Contracts and agreements, § 2:55

LIBRARIES

- Copyrights, § 1:59

LICENSES

- Generally, § 2:52 to § 2:54
- Antitrust
 - generally, § 1:3, § 1:4
 - cross-licensing, § 1:9
 - exclusive dealing, § 1:7
 - grantbacks, § 1:6
 - price fixing, § 1:8
 - tying, § 1:5
 - vertical licenses, § 1:7
- Contracts and agreements
 - generally, § 2:40, § 2:52 to § 2:54, **App F3**
 - development agreements, § 2:50
 - technology license agreement, **App F2**
- Copyrights
 - generally, § 1:97
 - ownership of copyright from ownership of copy distinguished, § 1:62
 - registration, § 1:53
- Cross-licensing
 - antitrust, § 1:9
 - contracts and agreements, § 2:40
 - patents, § 1:21
- Day to day work in inventive environment, § 3:19
- Open source, § 4:26
- Patents, § 1:21
- Planning, § 4:17, § 4:25, § 4:26

LIENS

- Perfecting Security Interests (this index)

LIMITATION OF LIABILITY

- Copyrights, limitation of liability for online service providers (OSPs), § 1:85

LIMITATIONS AND RESTRICTIONS

- Copyrights, digital access control, § 1:57, § 1:58
- Planning, limited licenses, § 4:25
- Semiconductor Chip Protection Act, § 1:113 to § 1:117
- Trade secrets, § 1:170

LINKING

- Copyrights, fair use, § 1:94

LIQUIDATED DAMAGES

- Dispute resolution and strategy, § 5:31

LITERATURE AND LITERARY WORKS

Copyrights (this index)

LOG BOOK

Day to day work in inventive environment, § 3:13

“LOOK AND FEEL,” SCREEN DISPLAYS

Copyrights, § 1:72

MAGAZINES

Trademarks and unfair competition, newspaper and magazine advertisements, § 1:140

MAIL AND MAILING

E-Mail (this index)

Trademarks and unfair competition, direct-mail leaflets, § 1:140

MAINFRAMES

Planning, § 4:13

MAINTENANCE FEE PROVISIONS

Patents, § 1:35

MANAGEMENT AND MANAGERS

Copyrights, digital access control, § 1:60

Database management system with active data dictionary, App A6

Day to day work in inventive environment, § 3:1, § 3:27

Dispute resolution and strategy, § 5:18

MANUFACTURERS AND MANUFACTURING

Contracts and agreements, § 2:26, § 2:48

Copyrights, digital access control, § 1:58

Patents, § 1:25

Trade secrets, § 1:154, § 1:170

MARKETS AND MARKETING

Contracts and Agreements (this index)

Copyrights, digital access control, § 1:58

Planning, relationship of invention to company’s market, § 4:23 to § 4:26

Trade secrets, § 1:151

MARKS

Trademarks and Unfair Competition (this index)

“MASK WORK”

Semiconductor Chip Protection Act, § 1:109, § 1:110, § 1:114, § 1:118

MATRIX GENERATOR

Identification of rights distinguished from ownership or control, § 1:1

MEDIATION

Dispute resolution and strategy, § 5:26, § 5:35 to § 5:38

MENINGITIS TREATMENT

Patents, § 1:27

MERGER

Generally, § 2:38, § 2:40, § 2:48, § 2:50

Antitrust, guidelines, § 1:3

Related contract considerations, § 2:38 to § 2:67

MERGERS AND ACQUISITIONS

Generally, § 2:38, § 2:40, § 2:48, § 2:50

MESSENGER SERVICES

Trademarks and unfair competition, § 1:128

MICROCHIPS

Patents, § 1:28

MICROCOMPUTERS

Copyrights, § 1:72

MICROORGANISMS

Patents, § 1:22

MICROPROCESSORS

Instruction fetch and execution overlap, microprocessor having, App A7

Planning, § 4:14

Semiconductor Chip Protection Act, § 1:108

MICROSOFT ANTITRUST CASE

Generally, § 1:10

MINI-TRIAL

Dispute resolution and strategy, § 5:27

MINORS

Copyrights, § 1:59, § 1:69

MISREPRESENTATION

Fraud and Deceit (this index)

MISUSE

Copyrights, § 1:83

MIXED QUESTIONS OF LAW OR FACT

Copyrights, § 1:80

MNEMONICS CASE

Copyrights, § 1:73

MONOPOLIES

Antitrust (this index)

MORAL RIGHT PROTECTION

Copyrights, § 1:102

MOTION PICTURES

Copyrights, § 1:47, § 1:53, § 1:89

Perfecting security interests, foreign films, § 1:14

MOTOROLA, INC. v. HITACHI LTD.

Dispute resolution and strategy, § 5:3

MOTOR VEHICLE MANUFACTURERS

Contracts and agreements, § 2:48

MUGS

Trademarks and unfair competition, § 1:127

INDEX

MULTIMEDIA

Copyrights, § 1:95

MUNICIPALITIES

International and transnational practical considerations,
§ 1:17

Trademarks and Unfair Competition (this index)

MURALS

Trademarks and unfair competition, § 1:130

MUSIC AND MUSICIANS

Copyrights, § 1:45, § 1:47, § 1:81, § 1:95

NAFTA COUNTRIES

Patents, § 1:42

NEGOTIATION

Contracts and agreements, § 2:55

Dispute resolution and strategy, § 5:20, § 5:28 to
§ 5:33

NEOCYTES

Closed system, method of preparing neocytes and
gerocytes in, App A3

NETWORKS

Cloud computing, § 1:61

Digital computers, method of implementing neural
network on, App A4

NEURAL NETWORKS

Digital computers, method of implementing neural
network on, App A4

NEUTRALITY

Dispute Resolution and Strategy (this index)

NEWSLETTERS

Day to day work in inventive environment, § 3:10

NEWSPAPERS

Trademarks and unfair competition, newspaper and
magazine advertisements, § 1:140

NEWS REPORTING

Copyrights, § 1:49, § 1:80

NONCOMPETITION CLAUSES

Contracts and agreements, § 1:162

NONDISCLOSURE

Disclosure (this index)

NONOBVIOUSNESS

Patents, § 1:24, § 1:28

NOTES AND NOTEBOOKS

Day to day work in inventive environment, § 3:14 to
§ 3:17

NOTICE

Copyrights (this index)

Dispute resolution and strategy, § 5:12

Semiconductor Chip Protection Act (this index)

NOTICE—Cont'd

Trade secrets, § 1:155

NOVELTY

Patents, § 1:24, § 1:26

OBJECTIVE NEEDS

Copyrights, § 1:82

OBSOLESCENCE

Contracts and agreements, § 2:6

OFFICE EQUIPMENT

Trademarks and unfair competition, § 1:127

OIL SPILLS

Planning, biotechnology, § 4:16

OLIVE TREE UNIVERSITY FAIR USE POLICY

Copyrights, § 1:92

ONLINE SERVICE PROVIDERS

Copyrights, limitation of liability for online service
providers (OSPs), § 1:85

OPEN SOURCE

Copyright, § 1:74

Invention disclosure, § 1:35

Licensing, § 4:26

Planning, § 5:6

OPEN SOURCE SOFTWARE

Generally, § 1:35, § 4:26

OPINION EVIDENCE

Expert and Opinion Evidence (this index)

ORIENTATION PROGRAMS

Day to day work in inventive environment, § 3:8 to
§ 3:12

ORIGINALITY

Copyrights, § 1:65, § 1:96

ORNAMENTAL DESIGNS

Patents, § 1:32

OUTSIDE INVESTORS

Planning, § 4:6, § 4:9

OVERLAPPING INTELLECTUAL PROPERTY CLAIMS

Generally, § 1:2

OWNERSHIP

Copyrights, ownership of copyright from ownership of
copy distinguished, § 1:62

Identification of rights distinguished from ownership or
control, § 1:1

Perfecting security interests, § 1:12

PACKAGES AND CONTAINERS

Patents, § 1:39

Semiconductor Chip Protection Act, § 1:117

Trademarks and unfair competition, § 1:140

PAINTINGS

Trademarks and unfair competition, § 1:130

PANTOMIMES

Copyrights, § 1:47

PARIS CONVENTION

Patents, § 1:44

PARODY

Copyrights, § 1:81

PARTNERSHIPS

Contracts and agreements, § 2:55

Patents, § 1:25

Trademarks and unfair competition, § 1:136

PASSWORD PROTECTION

Copyrights, § 1:57

PATENTS

Generally, § 1:18 to § 1:44

Abandonment, § 1:35

Actual dilution of value of trademark, proof, § 1:34

Affidavits, § 1:31

Affirmative action, § 1:37

Algorithms, § 1:25

Antitrust, § 1:3, § 1:4

Appeal

generally, § 1:18

GATT, impact of, § 1:40

Applications

generally, § 1:35

contracts and agreements, § 2:43

cover sheet, § 1:31

disclosure, § 1:22

exclusivity, § 1:21

provisional applications, § 1:41

publication, § 1:35

term of patent, § 1:29

treaties, § 1:44

Assignments, § 1:31, § 1:34, § 2:41 to § 2:47

Attorneys' fees, § 1:40

Binary coded decimals, § 1:25

Biological materials, § 1:22

Biotechnology, § 1:21, § 1:22, § 1:25, § 1:27

Business method, § 1:25

Calculations, § 1:25

Chairs, § 1:21

Changing law, § 1:16

Claims, § 1:34

Cloning, § 1:22

Computer technology and programs

damages, § 1:39

disclosure, § 1:22

nonobviousness, § 1:28

novelty, § 1:26

obviousness, § 1:28

statutory subject matter, § 1:25

PATENTS—Cont'd

Constitutional basis, § 1:20

Construction of patents, § 1:18, § 1:28, § 1:34

Continuation-in part patent applications, § 1:29, § 1:41

Contracts and agreements, assignment, § 2:41 to § 2:47

Contributory infringement, § 1:37

Cover sheets, § 1:31

Cross-licensing, § 1:21

Damages, § 1:37, § 1:39, § 1:40

Day to Day Work in Inventive Environment (this index)

Declaratory judgment action, § 1:38

Design patents, § 1:32

Disclosure, § 1:22, § 1:24, § 1:26, § 1:35

Dispute resolution and strategy, § 5:8, § 5:13

Drawings, § 1:32

Enhanced damages, § 1:39

Equivalents, doctrine of, § 1:36

Erythropoietin, human, § 1:22

Exclusivity, § 1:21

Fees

attorneys' fees, § 1:40

maintenance fee provisions, § 1:35

Foreign state or country

generally, § 1:17, § 1:18, § 1:35, § 1:37, § 1:42

cover sheet, § 1:31

disclosure, § 1:22

GATT, impact of, § 1:40 to § 1:43

importation, § 1:21

inventions, generally, § 1:23

novelty, § 1:26

term of patent, § 1:29

treaties, § 1:44

Formulas, § 1:26

GATT, impact of, § 1:40 to § 1:43

Genetics, § 1:22

Hedging risks, § 1:25

Human erythropoietin, § 1:22

Identification of rights distinguished from ownership or control, § 1:1

Importation, § 1:21

Infringement

generally, § 1:34, § 1:37 to § 1:39

cover sheet, § 1:31

damages, § 1:39

equivalents, doctrine of, § 1:36

exclusivity, § 1:21

GATT, impact of, § 1:40 to § 1:43, § 1:43

Injunctions, § 1:37, § 1:38, § 1:40

Interference proceedings, § 1:40

Internet, § 1:25

Inventions, generally, § 1:23

Investments, § 1:25

Laser apparatus, § 1:31

Law of nature/overly broad claim limitation, § 1:25

Licenses, § 1:21

INDEX

PATENTS—Cont'd

Maintenance fee provisions, § 1:35
Manufacture, § 1:25
Meningitis treatment, § 1:27
Microchips, § 1:28
Microorganisms, § 1:22
NAFTA countries, § 1:42
Nonobviousness, § 1:24, § 1:28
Novelty, § 1:24, § 1:26
Obtaining patent, § 1:35
Obviousness, § 1:24, § 1:28
Open source, § 1:74
Ornamental designs, § 1:32
Packaging, § 1:39
Paris convention, § 1:44
Partnerships, § 1:25
PCT practice, § 1:44
Perfecting security interests, § 1:12, § 1:15
Phlebotomist protector apparatus, § 1:34
Physical activity or change, § 1:25
Planning, § 4:4
Preemptive disclosure, § 1:35
Prior art, § 1:28, § 1:31
Priorities, § 1:44
Provisional applications, § 1:41
Publication of applications, § 1:35
Questions of law or fact, § 1:18, § 1:28, § 1:34
Remedies, generally, § 1:37 to § 1:39
Rocking chairs, § 1:21
Semiconductors, § 1:21
Silly patents, § 1:25
Software patents
 generally, § 1:25
 see also entries throughout this topic
 internet activities, § 1:94
Specifications, § 1:33
Statutes, § 1:20, § 1:24 to § 1:28
Stools, § 1:21
Subject matter, § 1:25
“Submarine patents,” § 1:31
Term of patent, § 1:29
35 U.S.C. §§ 33, 100, 101, 102, 103, 111, 112, 116,
 118, 122, 135, 154, 171, 253, 261, 271, 281, 282,
 283, 284, 285, 286, 287, **App B3**
Translation costs, § 1:44
Treaties, § 1:44
Utility, § 1:24, § 1:27
Widgets, § 1:31

PCT PRACTICE

Patents, § 1:44

“PEER TO PEER” NETWORKS

File sharing and, § 1:75, § 1:93, § 1:94

PERFECTING SECURITY INTERESTS

Generally, § 1:11 to § 1:15

PERFECTING SECURITY INTERESTS—Cont'd

Assignments, § 1:12, § 1:13, § 1:15
Bankruptcy courts, § 1:12, § 1:13, § 1:15
Copyrights, § 1:14, § 1:15
Financing statements, § 1:14
Foreign films, § 1:14
Lanham Act, § 1:13, § 1:15
Ownership, § 1:12
Patents, § 1:12, § 1:15
Recording, § 1:14
Surety instruments, § 1:12, § 1:13
Trademarks, § 1:13, § 1:15

PERFORMANCE

Contracts and agreements, § 2:24 to § 2:27

PERFUMES

Trademarks and unfair competition, § 1:129

PER SE VIOLATIONS

Antitrust, § 1:4 to § 1:9

PERSONAL INFORMATION GATHERING DEVICES

Copyrights, § 1:59

PHLEBOTOMIST PROTECTOR APPARATUS

Generally, **App A10**

Patents, § 1:34

PHONOGRAPH RECORDS

Copyrights, § 1:62, § 1:80, § 1:89

PHOTOGRAPHS AND PHOTOGRAPHIC WORKS

Copyrights, § 1:103

Trademarks and unfair competition, § 1:140

PHOTOSTATIC COPIERS

Antitrust, § 1:9

Trademarks and unfair competition, § 1:128

PHYSICAL ACTIVITY OR CHANGE

Patents, § 1:25

PLAIN ENGLISH

Contracts and agreements, § 2:14

PLANNING

Assignments, § 4:35

Biotechnology, § 4:12, § 4:16, § 4:21

Cancer treatment, § 4:16

Carburetors, § 4:13

Cell fusion, § 4:16

Clean rooms, § 4:22

Colleges and universities, joint projects with, § 4:39

Compact disk controllers, § 4:13

Computer technology and programs, § 4:12 to § 4:15,
 § 4:18 to § 4:20

Confidentiality, § 4:4, § 4:41

Cooperative projects, § 4:35, § 4:37

Cooperative Research Act, § 4:38

PLANNING—Cont'd

Copyrights, § 4:4
 Corporations
 key personnel from other companies, § 4:6, § 4:10
 large companies, § 4:5
 market of company, relationship of invention to, § 4:23 to § 4:26
 small companies, § 4:4
 Disclosure, § 4:9
 DNA, § 4:16, § 4:21
 Drug testing, § 4:16
 Employer and employee
 generally, § 4:35
 incentives, § 4:40
 key personnel from other companies, § 4:6, § 4:10
 workforce, § 4:11
 Evaluation of invention, § 4:31, § 4:32
 Human immune system, § 4:16
 Immunodeficiency, § 4:16
 Incentives for employees, § 4:40
 Innovation, reliance on, § 4:8
 Inventiveness, integrating legal advice to promote, generally, § 4:1 et seq.
 Joint projects with universities, § 4:39
 Key personnel from other companies, § 4:6, § 4:10
 Large companies, § 4:5
 Licenses, § 4:17, § 4:25, § 4:26
 Limited licenses, § 4:25
 Mainframes, § 4:13
 Market of company, relationship of invention to, § 4:23 to § 4:26
 Microprocessors, § 4:14
 Oil spills, biotechnology, § 4:16
 Open source, § 5:6
 Other inventors' claims and development, § 4:2
 Outside investors, § 4:6, § 4:9
 Patents, § 4:4
 Protein mapping, § 4:16
 Reverse engineering, § 4:11, § 4:22
 RNA, § 4:16
 Semiconductors, software and assembled computer products, § 4:6, § 4:13 to § 4:15, § 4:19, § 4:20
 Small companies, § 4:4
 Start-up, special case of, § 4:6 to § 4:10
 Trademark protection, § 4:27 to § 4:30
 Trade secrets, § 4:4
 Transplants, § 4:16
 Universities, joint projects with, § 4:39
 Venture capitalists, § 4:6, § 4:9
 Video cassette recorders, § 4:13
 Videogames, § 4:11
 Watches, § 4:13
 Widgets, § 4:35
 Workforce, § 4:11
 Wristwatches, § 4:13

PLANT CELLS

Anti-sense regulation of gene expression in plant cells, App A1

PLAYS AND PLAYWRIGHTS

Copyrights, § 1:67

POOLING

Antitrust, § 1:9

POSSESSIVE TERMS

Trademarks and unfair competition, § 1:146

POST-ISSUANCE MAINTENANCE

Trademarks and unfair competition, § 1:145

PREEMPTIVE DISCLOSURE

Patents, § 1:35

PRELIMINARY INJUNCTIONS

Semiconductor Chip Protection Act, § 1:121

PRESS PADS

Qualitex Company, App E1

PRICE FIXING

Antitrust, § 1:4, § 1:8

PRIOR ART

Patents, § 1:28, § 1:31

PRIORITIES

Patents, § 1:44

PRIVACY

Cloud computing, § 1:61
 Trade secrets, privacy of communications, § 1:157

PRIVATE JUDGING

Dispute resolution and strategy, § 5:33

PRIVILEGED OR CONFIDENTIAL INFORMATION

Cloud computing, § 1:61
 Contracts and agreements, generally, § 2:35, § 2:66, App F5
 Day to day work in inventive environment, § 3:11, § 3:25
 Planning, § 4:4, § 4:41
 Trade Secrets (this index)

PRIVITY

Trade secrets, § 1:163

PRODUCER RESTRICTIONS

Copyrights, digital access control, § 1:58

PRODUCTION FACILITIES

Contracts and agreements, access to production facilities and markets, § 2:51

PROFESSIONAL SERVICES AGREEMENT

Generally, App F4

INDEX

PROMOTIONAL MATERIAL

Advertising and Advertisements (this index)

PROTEIN MAPPING

Planning, § 4:16

PROVISIONAL APPLICATIONS

Patents, § 1:41

PSEUDONYMOUS WORKS

Copyrights, § 1:102

PUBLICATION

Patent applications, § 1:35

PUBLIC DOMAIN

Copyrights, § 1:77

PUBLIC POLICY

Changing law, § 1:16

Dispute resolution and strategy, § 5:6

QUALITEX COMPANY

Press pads and covers for press pads, App E1

QUESTIONNAIRES

Day to day work in inventive environment, § 3:11

QUESTIONS OF LAW OR FACT

Copyrights, § 1:18, § 1:68, § 1:69, § 1:80

Patents, § 1:18

REAL ESTATE DEVELOPMENT COMPANIES

Contracts and agreements, § 2:55

REASON, RULE OF

Antitrust, § 1:4 to § 1:9

RECIPROCITY

Contracts and agreements, § 2:11

Copyrights, § 1:93

RECITALS

Contracts and agreements, § 2:20

RECORDS AND RECORDING

Copyright transfer, § 1:54

Day to day work in inventive environment, notes and notebooks, § 3:17

Perfecting security interests, § 1:14

Semiconductor Chip Protection Act, recording mask work transfer, § 1:118

REFERRAL

Internet-based computer referral system, App A11

REGISTRATION

Copyrights, § 1:53

Semiconductor Chip Protection Act, § 1:111

Trademarks and Unfair Competition (this index)

RELIGIOUS MATERIAL

Copyrights, § 1:93

REMEDIES AND PROTECTION PROVIDED

As to particular remedies or protections, see specific index topics

Generally, § 1:2

RENEWAL

Trademarks and unfair competition, § 1:145

REPUTATION

Contracts and agreements, reputation of potential provider, § 2:6

RESALE

Antitrust, § 1:4, § 1:8

Value-added development and reseller agreement, App F1

RESEARCH

Copyrights (this index)

Day to day work in inventive environment, § 3:18 to § 3:20

Planning, Cooperative Research Act, § 4:38

RESPONSE

Dispute resolution and strategy, § 5:12, § 5:17

RESTAURANTS

Generally, App A9

Trademarks and unfair competition, § 1:130, § 1:140

RESTRAINING ORDERS

Injunctions (this index)

RESTRAINTS OF TRADE

Antitrust (this index)

RESTRICTIONS

Limitations and Restrictions (this index)

REVERSE ENGINEERING

Copyrights, § 1:59, § 1:84, § 1:92

Planning, § 4:11, § 4:22

Semiconductor Chip Protection Act, § 1:109, § 1:114

RNA

Planning, § 4:16

ROCKING CHAIRS

Patents, § 1:21

RODENT INFESTMENT ADVERTISEMENTS

Copyrights, § 1:49

ROYALTIES

Antitrust, § 1:4, § 1:9

Semiconductor Chip Protection Act, § 1:116, § 1:120

RULE OF REASON

Antitrust, § 1:4 to § 1:9

SAFEGUARD METHODS

Trade secrets, § 1:153 to § 1:157

“SAFE HARBORS”

Copyrights, § 1:85

SAMPLE CONTRACTS

Generally, § 2:64, § 2:65

SAMPLE MEDIATION CLAUSES

Dispute resolution and strategy, § 5:35 to § 5:38

SAMPLE ORGANIZATION

Contracts and agreements, § 2:20

SCANDALOUS MATTER

Trademarks and unfair competition, § 1:128

SCHOLARSHIPS

Copyrights, § 1:49, § 1:80

SCHOOLS AND EDUCATION

Education (this index)

SCIENTOLOGY WORKS

Copyrights, § 1:93

SCREEN DISPLAYS

Copyrights, § 1:72

SEARCHES

Electronic system of applications, § 1:35

SECRETS

Trade Secrets (this index)

SECURITY DEVICES AND PRACTICES

Copyrights, § 1:59

Trade secrets, § 1:156

SECURITY INTERESTS

Perfecting Security Interests (this index)

SEIZURE OF PROPERTY

Copyrights, § 1:89

SEMICONDUCTOR CHIP PROTECTION ACT

Generally, § 1:108 to § 1:124

Attorneys' fees, § 1:123

Continued use, § 1:115

Contracts and agreements, § 2:15

Damages, § 1:117, § 1:120

Day to day work in inventive environment, § 3:3, § 3:20

Destruction, § 1:122

Dispute resolution and strategy, § 5:10

Distribution rights, § 1:112

Foreign state or country, § 1:124

Importation rights, § 1:112, § 1:115

Impoundment, § 1:122

Infringement, § 1:121

Injunctions, § 1:121

Innocent purchasers, § 1:116, § 1:120

International and transnational issues, § 1:124

Limitations on rights conferred, § 1:113 to § 1:117

“Mask work,” § 1:109, § 1:110, § 1:114, § 1:118

Microprocessors, § 1:108

SEMICONDUCTOR CHIP PROTECTION ACT

—Cont'd

Notice

limitations on rights conferred, § 1:117

mask work notice, § 1:109

Packaging, § 1:117

Patents, § 1:21

Planning, § 4:6, § 4:13 to § 4:15, § 4:19, § 4:20

Preliminary injunctions, § 1:121

Recording mask work transfer, § 1:118

Registration, § 1:111

Remedies, generally, § 1:119 to § 1:123

Reproduction rights, § 1:112

Reverse engineering, § 1:109, § 1:114

Royalties, § 1:116, § 1:120

Statutory basis, § 1:109

Temporary restraining orders and preliminary injunctions, § 1:121

Term of protection, § 1:109

Transfers

generally, § 1:109

mask work, recordation of transfer of, § 1:118

Transnational issues, § 1:124

SEPARATE PARTS

Damages, separate parts subsumed into one work, § 1:87

SERVERS

Cloud computing, § 1:61

SERVICE MARKS

Trademarks and unfair competition, § 1:127

SERVICE PROVIDERS

Independent service operators or providers, § 1:9

Online service providers (OSPs), limitation of liability for, § 1:85

SERVICES

Cloud computing, § 1:61

Messenger services, § 1:128

Professional services agreement, App F4

TMEP classification of goods and services, App D1

SETTLEMENT

Dispute resolution and strategy, § 5:25, § 5:26, § 5:29

SHERMAN ACT

Antitrust, § 1:3, § 1:4, § 1:9, § 1:10

SHREDDING OF INFORMATION

Trade secrets, § 1:157

SILLY PATENTS

Statutory subject matter and permissible scope, § 1:25

SKILL

Contracts and agreements, skill level required to produce technology, § 2:6

INDEX

SLOGANS

Trademarks and unfair competition, § 1:129

SMALL COMPANIES

Planning, § 4:4

SOFTWARE

Computer Technology and Programs (this index)

SOFTWARE PATENTS

Generally, § 1:25

See also **Patents** (this index)

Internet activities, § 1:94

SONNY BONO ACT

Generally, § 1:3

SOUND RECORDINGS

Copyrights, § 1:47, § 1:62, § 1:80, § 1:89

Planning, video cassette recorders, § 4:13

SPECIFICATIONS

Patents, § 1:33

SPECIMENS

Trademark registration, § 1:140

SPIES

Trade secrets, § 1:157, § 1:158

SPIN-OFF

Day to day work in inventive environment, shifting employment and special case of spin-off, § 3:22 to § 3:26

SPREADSHEETS

Copyrights, § 1:72, § 1:73

STANDARDS SETTING ORGANIZATIONS

FTC regulation of deceptive practices, § 1:9

START-UP

Contracts and agreements, § 2:48

Planning, § 4:6 to § 4:10

STATE STATUTES

Statutes (this index)

STATIONERY

Trademarks and unfair competition, § 1:140

STATUTES

As to particular statutes, see specific index topics

Cal. Lab. Code §§ 2860, 2870, 2871, 2872; Cal Bus. & Prof. Code § 16600, **App B5**

Copyrights, § 1:46 to § 1:51

Identification of rights distinguished from ownership or control, § 1:1

Patents, § 1:20, § 1:24 to § 1:28

Semiconductor Chip Protection Act (this index)

State and federal statutes, generally, § 1:1, **App B**

37 C.F.R. §§ 1.56, 1.81, 1.83, 1.97, 1.98, 1.153, 2.21, 2.33, **App C1**

STING OPERATION

Economic Espionage Act, § 1:158

STOOLS

Patents, § 1:21

STORAGE

Cloud computing, § 1:61

STRATEGIC ALLIANCES

Contracts and agreements, § 2:40

STRATEGY

Dispute Resolution and Strategy (this index)

IPS commentary, **App G**

“SUBMARINE PATENTS”

Generally, § 1:31

SUGGESTIVE MARKS

Trademarks and unfair competition, § 1:131

SUPPLIERS

Trade secrets, § 1:151

SURETY INSTRUMENTS

Perfecting security interests, § 1:12, § 1:13

“SWEAT EQUITY”

Copyrights, § 1:65

TABLES

Dispute resolution and strategy, § 5:34

TEACHING

Copyrights, § 1:49, § 1:80

TECHNICAL TERMS

Contracts and agreements, § 2:15

TELECOMMUNICATIONS

Copyrights (this index)

Television (this index)

Trademarks and Unfair Competition (this index)

TELEPHONE COMPANIES

Copyrights, § 1:65

TELEVISION

Copyrights, § 1:49, § 1:95

Trademarks and unfair competition, television station chimes, § 1:129

Trade secrets, television show producers, § 1:164

TEMPORARY RESTRAINING ORDERS

Semiconductor Chip Protection Act, § 1:121

TERM

Contracts and agreements, § 2:36

Copyrights (this index)

Patents, § 1:29

Semiconductor Chip Protection Act, § 1:109

TERMINATION

Contracts and agreements, § 2:36

THEORIES

Dispute resolution and strategy, legal theories, § 5:7 to § 5:11

THIEVES

Trade secrets, § 1:157

THIRD PERSONS

Planning, other inventors' claims and development, § 4:2

Trade Secrets (this index)

TIME OR DATE

Contracts and Agreements (this index)

Dispute resolution and strategy, § 5:4, § 5:22

Microsoft antitrust case, time and expense, § 1:10

Term (this index)

Trademarks and unfair competition, date of first use, § 1:139

TMEP CLASSIFICATION OF GOODS AND SERVICES

Generally, **App D1**

TRADE COMMISSION OF UNITED STATES

Copyrights, § 1:105 to § 1:107

TRADE DRESS

Trademarks and unfair competition, § 1:129, § 1:130

TRADEMARKS AND UNFAIR COMPETITION

Generally, § 1:125 to § 1:147

Abandonment, § 1:144

Actual dilution of value of trademark, proof, § 1:34

Advertising and advertisements

generally, § 1:127, § 1:128

registration, § 1:140

Applicant, registration, § 1:136, § 1:142

Assignments, § 1:136

Associations, § 1:136

Beverages, § 1:128, § 1:146

Billboards, § 1:140

Bona fide intention to use, claim of, § 1:141

Bottles and bottling, § 1:146

Brochures, § 1:140

Building designs, § 1:129

Burden of proof, plaintiff's, § 1:134

Business cards, § 1:140

Caffeinated drinks or products, § 1:128

Candy, § 1:128

Changing law, § 1:16

Classification of goods/services, § 1:143

Colors, § 1:129, § 1:130

Computer technology and programs

generally, § 1:127, § 1:131

famous brands, § 1:133

identification of goods/services, § 1:138

internet domain, § 1:129, § 1:133

Word Wide Web, § 1:133

TRADEMARKS AND UNFAIR COMPETITION

—Cont'd

Confusion, likelihood of, § 1:128, § 1:132

Containers and packages, § 1:140

Cookies, § 1:128

Copiers, § 1:128

Corporations, registration, § 1:136

Cybersquatting, § 1:133

Date of first use, § 1:139

Deceptive matter, § 1:128

Description of goods/services, § 1:138

Dilution of value of trademark, § 1:134

Direct-mail leaflets, § 1:140

Dispute resolution and strategy, § 5:8

“Dot com,” § 1:133

Drawing of mark, registration, § 1:137

Examination, § 1:144

Exterior decor, § 1:130

Fair use, § 1:134

Famous brands

computer technology and programs, § 1:133

dilution of value of trademark, § 1:134

Fees for registration, § 1:135

15 U.S.C. §§ 1051, 1052, 1053, 1091, 1125, **App B1**

Foreign state or country

generally, § 1:128

importation, § 1:134

registration, § 1:136, § 1:139, § 1:144, § 1:147

Fragrances, § 1:129

Fraud and deceit, § 1:128

Generic terms, § 1:128, § 1:131

Geometric shapes, § 1:129

Good will, § 1:127

Handbills, § 1:140

Identification of goods/services, § 1:138

Importation, § 1:134

Infringement, generally, § 1:125, § 1:126

Intent, bona fide intention to use, § 1:141

Interior and exterior decor, § 1:130

Internet domain, § 1:129, § 1:133

Interstate commerce, registration, § 1:139, § 1:144

Joint ventures, § 1:136

Labeling, § 1:140

Lanham Act

generally, § 1:125 to § 1:127

perfecting security interests, § 1:13, § 1:15

trade dress, § 1:130

Leaflets, § 1:140

Letterhead stationery, § 1:140

Magazine advertisements, § 1:140

Mail and mailing, direct-mail leaflets, § 1:140

Messenger services, § 1:128

Mugs, § 1:127

Municipalities

generally, § 1:128

registration, § 1:136

TRADEMARKS AND UNFAIR COMPETITION**—Cont'd**

- Murals, § 1:130
- Newspaper and magazine advertisements, § 1:140
- Office equipment, § 1:127
- Packages and containers, § 1:140
- Paintings, § 1:130
- Partnerships, § 1:136
- Perfecting security interests, § 1:13, § 1:15
- Perfumes, § 1:129
- Photographs, registration, § 1:140
- Plaintiff's burden of proof, § 1:134
- Planning, § 4:27 to § 4:30
- Possessive terms, § 1:146
- Post-issuance maintenance, § 1:145
- Registration
 - generally, § 1:127, § 1:135 to § 1:145
 - applicant, § 1:136, § 1:142
 - bona fide intention to use, claim of, § 1:141
 - classification of goods/services, § 1:143
 - date of first use, § 1:139
 - declaration of applicant, § 1:142
 - drawing of mark, § 1:137
 - examination, § 1:144
 - fees, § 1:135
 - foreign state or country, § 1:136, § 1:139, § 1:144, § 1:147
 - identification of goods/services, § 1:138
 - post-issuance maintenance, § 1:145
 - specimens, § 1:140
- Renewal, § 1:145
- Restaurants, § 1:130, § 1:140
- Scandalous matter, § 1:128
- Security interest in, § 1:13
- Service marks, § 1:127
- Slogans, § 1:129
- Specimens, registration, § 1:140
- Stationery, § 1:140
- Suggestive marks, § 1:131
- Telecommunications
 - generally, § 1:127
 - television station chimes, § 1:129
- Television station chimes, § 1:129
- Trade dress, § 1:129, § 1:130
- Transfer, § 1:136
- T-shirts, § 1:127
- Unions, § 1:136
- Vacuum cleaners, § 1:128
- Word wide web, § 1:133

TRADE SECRETS

- Generally, § 1:148 to § 1:170
- Antitrust, § 1:3, § 1:9
- Assignor estoppel, § 1:163
- Attorney-client privilege, § 1:165 to § 1:169
- Business opportunities, § 1:151

TRADE SECRETS—Cont'd

- Cell phones, attorney-client privilege, § 1:169
- Computer technology and programs
 - generally, § 1:150
 - cell phones, attorney-client privilege, § 1:169
 - confidentiality, protecting, § 1:169
 - e-mail, attorney-client privilege, § 1:169
 - fax communications, § 1:169
 - instant messaging, attorney-client privilege, § 1:169
 - internet and intranet, attorney-client privilege, § 1:169
 - professional judgment, protecting, § 1:169
 - safeguard methods, adequacy of, § 1:153, § 1:156
 - virtual private networks, attorney-client privilege, § 1:169
- Wi-Fi access, § 1:169
- wrongful delivery of message, § 1:169
- Concealment, § 1:152
- Confidential information. Privileged or confidential information, below
- Contracts
 - generally, § 1:154, § 2:7
 - employment agreements, § 2:63
- Copyrights, § 1:53
- Corporate opportunities, § 1:161
- Criminal matters, Electronic Espionage Act, § 1:158
- Day to day work in inventive environment, § 3:3, § 3:25
- Disclosure, § 1:151, § 1:162
- Dispute resolution and strategy, § 5:11
- Economic Espionage Act, § 1:158
- Electronic environment, preserving secrecy in, § 1:156
- Electronic Espionage Act, § 1:158
- Electronic means of communication, protection of confidentiality, § 1:169
- E-mail, attorney-client privilege, § 1:169
- Employer and employee
 - contracts, § 2:63
 - corporate opportunities, § 1:161
 - identification of trade secret, § 1:152
 - inevitable disclosure, § 1:162
 - injunction limiting employee mobility, § 1:162
 - mobility of employees, § 1:162
- Encryption, § 1:156, § 1:169
- Entertainment productions, § 1:164
- Espionage, § 1:157, § 1:158
- Estoppel. Waiver and estoppel, below
- Fiduciaries, § 1:153
- Firewalls, § 1:156
- Foreign state or country
 - generally, § 1:17
 - attorney-client privilege, international communications, § 1:168
- Fraud and deceit, § 1:152
- Identification, § 1:152
- Inadvertence, § 1:157

TRADE SECRETS—Cont'd

- Inquiry, duty of, § 1:164
- Instant messaging, attorney-client privilege, § 1:169
- Interference with prospective advantage, § 1:160
- International matters. Foreign state or country, above
- Internet and intranet, attorney-client privilege, § 1:169
- Limitations, § 1:170
- Manufacturing processes, § 1:154, § 1:170
- Marketing information, § 1:151
- Notice plus relationship, § 1:155
- Planning, § 4:4
- Privacy of communications, § 1:157
- Privileged or confidential information
 - attorney-client privilege, § 1:165 to § 1:170
 - safeguard methods, adequacy of, § 1:154, § 1:155
- Privity, § 1:163
- Professional judgment, use of electronic means of communication, § 1:169
- Safeguard methods, adequacy of, § 1:153 to § 1:157
- Security practices, § 1:156
- Shredding of information, § 1:157
- Spies, § 1:157, § 1:158
- Suppliers, § 1:151
- Television show producers, § 1:164
- Thieves, § 1:157
- Third parties
 - attorney-client privilege, § 1:166
 - employment agreements, § 2:63
- Uniform Trade Secrets Act, App B4
- Virtual private networks, attorney-client privilege, § 1:169
- Waiver and estoppel
 - assignor estoppel, § 1:163
 - attorney-client privilege, § 1:167
- Wi-Fi access, attorney-client privilege, § 1:169
- Wrongful delivery of message, attorney-client privilege, § 1:169

TRANSFERS

- Contracts and agreements, § 2:40
- Copyrights (this index)
- Semiconductor Chip Protection Act (this index)
- Trademarks and unfair competition, § 1:136

TRANSFORMED EXPRESSION

- Copyrights, § 1:81

TRANSLATION

- Copyrights, § 1:102
- Patents, § 1:44

TRANSNATIONAL MATTERS

- Foreign State or Country (this index)

TRANSPLANTS

- Planning, § 4:16

TREATIES

- Copyrights, § 1:17, § 1:56, § 1:74, § 1:100 to § 1:104

TREATIES—Cont'd

- Patents, § 1:44

T-SHIRTS

- Trademarks and unfair competition, § 1:127

TYING

- Antitrust, § 1:5

UNFAIR COMPETITION

- Generally, § 1:125, § 1:126
- See also **Antitrust** (this index)
- Trademarks and Unfair Competition (this index)

UNIFORM TRADE SECRETS ACT

- Generally, App B4

UNIONS

- Trademarks and unfair competition, § 1:136

UNITED STATES GOVERNMENT WORKS

- Copyrights, § 1:78

UNITED STATES TRADE COMMISSION

- Copyrights, § 1:105 to § 1:107

UNITED STATES v. MICROSOFT

- Antitrust, § 1:10

UNIVERSAL COPYRIGHT CONVENTION

- Generally, § 1:103

UNIVERSITIES

- Planning, joint projects with universities, § 4:39

USER RESTRICTIONS

- Copyrights, digital access control, § 1:57

UTILITY

- Patents, § 1:24, § 1:27

VACUUM CLEANERS

- Trademarks and unfair competition, § 1:128

VALUE-ADDED DEVELOPMENT

- Generally, App F1

VALUE OF TRADEMARK

- Dilution of value of trademark, proof, § 1:34

VENTURE CAPITALISTS

- Planning, § 4:6, § 4:9

VERTICAL LICENSES

- Antitrust, § 1:7

VESSEL HULLS

- Copyrights, § 1:96

VESTING

- Copyrights, § 1:52

VIDEO CASSETTE RECORDERS

- Planning, § 4:13

VIDEOGAMES

- Copyrights, § 1:66, § 1:95

INDEX

VIDEOGAMES—Cont'd

Planning, § 4:11

VIDEO RENTAL STORES

Copyrights, § 1:89

VIRTUAL PRIVATE NETWORKS (VPN)

Trade secrets, attorney-client privilege, § 1:169

VOICE IMITATIONS

Copyrights, § 1:95

WAIVER AND ESTOPPEL

Trade Secrets (this index)

“WALKER PROCESS” CASES

Antitrust, § 1:3, § 1:9

WARRANTIES

Contracts and agreements, § 2:31

WASTE RECEPTACLE ICONS

Copyrights, § 1:72

WATCHES

Planning, § 4:13

WIDGETS

Patents, § 1:31

Planning, § 4:35

WI-FI ACCESS

Trade secrets, attorney-client privilege, § 1:169

“WIKI”

Trade secrets, attorney-client privilege, § 1:169

WILLFULNESS

Antitrust, § 1:3

WINDOWS OPERATING SYSTEM

Copyrights, § 1:72

Microsoft antitrust case, § 1:10

WORD WIDE WEB

Trademarks and unfair competition, § 1:133

WORKFORCE

Planning, § 4:11

WORKS MADE FOR HIRE

Consultants, § 2:57

Copyrights, § 1:52

WORLD INTERNATIONAL INTELLECTUAL PROPERTY ORGANIZATION (WIPO) COPYRIGHT TREATY

Generally, § 1:104

WORLD TRADE ORGANIZATION

GATT (this index)

WORLD WIDE WEB

Internet (this index)

WRISTWATCHES

Planning, § 4:13

WRONGFUL DELIVERY OF ELECTRONIC MESSAGE

Trade secrets, attorney-client privilege, § 1:169

<http://www.pbooksonline.com>

<http://www.pbookshop.com>