Licensing & Tech. Transfer

- Module 5
- Trade Secret and Confidential Information Licenses

Aronson v. Quick Point Pencil Co. (1979)

- Structure of license
  - First document
  - Second document
- Fate of patent application?
- Fate of Ms. Aronson's keyholder?
- Quick Point's business problem
- Result in Dist. Ct. and Appellate Ct.
- Supreme Court result and precedent
  - Lear v. Adkins
  - Brulotte v. Thys Co.
  - Kewanee Oil Co.

Harvey Barnett, Inc. v. Shidler (10th 2003)

- What is ISR?
- Heumann, Shidler, and Geerdes -> IAS?
- Result in Dist. Ct.
  - Generally
  - As to the TS claim
- At the 10th
  - Rivendell: "a trade secret can exist in a combination of characteristics, each of which, considered separately, is in the public domain, but, taken together, may yield a competitive advantage that results in a protectable trade secret"

ISR's program utilizes a method known as "swim, float, swim," and contains nearly two-thousand "prompts and procedures" for teaching infants as young as six-months old how to survive in the water. (Id.) In addition, the ISR program maintains safety protocols to keep children safe during instruction and provides a "BUDS" Record Sheet allowing parents to monitor children's bodily functions, diet, and sleep in order to evaluate physical responses to the ISR program.

Merck & Co., Inc. v. Smithkline Beecham Pharmaceuticals Co. (Del. Ct. Chancery 1999)

- Who is Biken? Relation to Merck?
- What is their process? Is it a TS?
- How was it misappropriated by Smithkline?
  - Territory for which Smithkline is licensed
  - Can it to do clinical trials outside of that terrirtory under the license agreement with Biken? Is this a "use"?
  - What disclosures can it make in its licensed territory?
- What are Smithkline's rights/obligations as to TS know-how after termination of its agreement with Biken?
- Remedy in this case?

Amberley Co. v. Brown Co. (6th 1969)

- Black-Clawson and its relationship to Amberley
- KVP (predecessor to Brown) and its relationships to Amberley and B-C
- Agreement clauses between KVP and Amberley
- Status of the trade secret at different points in time
- Result in the Dist. Ct.
- Result on appeal

Black Clawson Hydrapulper

State Medical Oxygen & Supply, Inc. v. American Medical Oxygen Co. (Montana 1989)

- Who was Link and what did he do?
- Montana sec. 28-2-703 to -705
- Dobbins / O'Neill cases:

> a covenant not to compete is reasonable if it is (1) limited in operation either as to time or place; (2) based upon some good consideration; and (3) affords reasonable protection for and not impose an unreasonable burden upon the employer, the employee, or the public.

- Originally for trade, but extended to employment contract restrictive covenants

VLIW Technology, LLC v. Hewlett-Packard Co. (Del. 2003)

- What technology did VLIW's predecessor license to HP? Scope and terms of the license?
- Role of STM?
- Procedural posture
- Result below and on appeal?
- Time frame of confidentiality obligation?
- Inferences necessary to find a claim is stated?

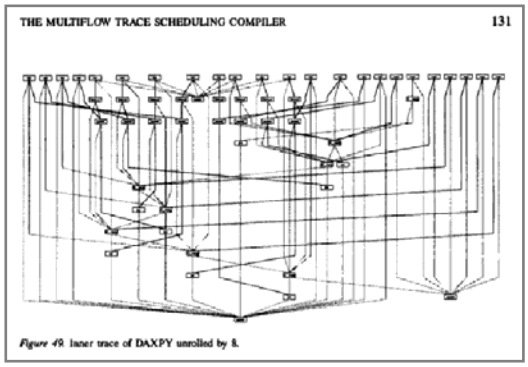

Figure 49. Inner trace of DAXPY unrolled by 8.