

advertising, offering, sale, or other  
promotion of invention promotion services;

- (c) Award such equitable relief as the Court deems necessary to remedy defendants' violations of Section 5(a) of the FTC Act, including but not limited to written affirmative disclosures and consumer redress in the form of restitution, rescission of contracts or other such relief; and
- (d) Award plaintiff the costs of bringing this action, as well as such additional equitable relief as the Court may deem to be just and proper.

DATED: 9/9/91

Respectfully submitted,

s/  
JAMES M. SPEARS  
General Counsel

Phoebe D. Morse  
Regional Director  
Boston Regional Office

s/  
Gary S. Cooper  
Attorney  
Federal Trade Commission  
10 Causeway Street, Suite 1184  
Boston, MA 02222-1073  
(617) 565-7240  
MA BBQ #098380

*Morris S. Glover Inventor*  
6033 BEARCREEK DRIVE NO. 104  
BEDFORD HEIGHTS, OHIO 44146

**PATENT LAW AND PRACTICE**  
**INFRINGEMENT**

A letter from the patent owner to the seller of the material part which gives notice of the patent and alleges infringement satisfies the knowledge requirement of contributory infringement. *Aro Mfg. Co. v. Convertible Top Co.*, 377 U.S. 476(1964).

Contributory infringers. are persons who aid and abet direct infringers without themselves making, using, offering to sell, or selling the patented invention. *Giles s. Rich, Infringement Under Section 271 of the Patent Act of 1952*, 21 Geo. Wash.L.Rev. 521( 1953) •

Direct infringers are not the only persons that can be held liable for infringing a patent, however. Since 1871, courts have recognized that persons who aid and abet direct infringers should also be held liable. *Wallace v. Holmes*, 29 F. Cas. 74 (C.C.D.Conn. 1871).

Selling a material part of a patented product or process is probably the most common type of contributory infringement. As the enumerated elements show, liability for this type of infringement requires a certain level of knowledge, that is, the seller of the material part must know that the item sold is especially made or especially adapted for use in a product or process that infringes a patent. *Hewlett-Packard*, 909 F.2d at 1469 n.4.

The award of an injunction against further

infringement for the life of the patent has been a remedy available to courts pursuant to statute since 1819, The Patent Act of 1819 granted the federal courts "[u]pon any bill in equity [the]...authority to grant injunctions, according to the course and principles of courts of equity...on such terms and conditions as the said courts may deem fit and reasonable". Act of February 15, 1819, ch.19, 3 Stat. 481, 481-82 (1819) (codified at 35 U.S.C. §283)

**UNITED STATES COURT OF APPEALS FOR  
THE FEDERAL CIRCUIT**

**THE PATENTS AND THE FEDERAL CIRCUIT  
RULES OF PATENT LAW**

**§6.5 Infringement of Design Patent:** Patent and the Federal Cir. Patent infringement can be found for a design that is identical to the patented design. Braun Inc, v. Dynamics Corp., 975 F.2d 815, 24 USPQ2d 1121 (Fed. Cir. 1992)

**§9.5 (c) Burden of Proof**

**§2.4 Infringement:** Design patent infringement is a question of fact to be proven by a preponderance of the evidence. L.A. Gear, Inc. v. Thom McAnn Shoe Co. 988 F.2d 1117, 25 USPQ2d 1913(Fed. Cir. 1993).

**§6.5 Infringement of Design Patent:** Patents and the Federal Cir. The patentee of a design patent must prove both substantial similarity and appropriation of the point of novelty. The trial court cannot evade the point of novelty test by relying on the claimed overall design as the point of novelty. Sun Hill Indus., Inc. v. Easter Unlimited Inc., 48 F.3d 1193, 33 USPQ2d 1925

(Fed. Cir. 1995).

**§3.1 Introduction:** Patents and the Federal Circuit  
In order even to qualify for the nonobviousness  
inquiry, an invention or discovery must meet certain  
threshold criteria. Paramount among the  
patentability requirements is that which is sought to  
be patented must be new. It has often been said that  
the person seeking a patent must be the "first and  
original" inventor. This is true to a certain extent.  
Certainly the invention must be original; under  
§102(f) one cannot knowingly patent the invention of  
another. In re Schoenwald, 964 F.2d 1122, 22  
USPQ2d 1671 (Fed. Cir. 1992). Patent Number: Des.  
351,924 Date of Patent: Oct. 25, 1994. Patent  
Number: 5,466,456, date of Patent: Nov. 14, 1995  
**GLOVER**

**§10.5 Evidence and Witnesses:** Patents and the  
Federal Cir. The Federal rules of Evidence are and  
should be applied in patent cases no differently from  
their application in any type of case. SRI Int'l (v.  
Matsushita Elec. Corp.) 775 F.2d 1107, 227 USPQ  
577 (Fed. Cir. 1985).

**§2.4 Infringement:** Design Patent Infringement  
Federal Cir. Infringement of a design patent is  
defined by statute as the unauthorized manufacture  
or sale of the patented design or any colorable  
imitation thereof. The required showing is that the  
accused design is substantially the same as the  
claimed design. L.A. Gear, Inc. v. Thom McAnn Shoe  
Co., 988 F.2d 1117, 25 USPQ2d 1913 (Fed. Cir. 1993).

**§6.5 Infringement of Design Patents.** Patents and  
the Federal Cir. Courts should take into account

similarities and differences in determining infringement of design patents. *FMC Corp. v. Hennessy Indus.*, 836 F.2d 521, SUSPQ2d 1272 (Fed. Cir. 1987).

**§6.2(a)(i) Direct Infringement:** Patent and the Federal Cir. One is liable for patent infringement if a single claim be infringed. *Panduit Corp. v. Dennison Mfg. Co.*, 836 F.2d 1329, 5 USPQ2d 1266 (Fed. Cir. 1987).

**§8.3(b) Summary Judgment:** Patent and the Federal Cir. Summary Judgment cannot be used to determine causes that are not before the court by pleading or otherwise. *Flowdata, Inc. v. Cotton*, 57 F.3d 1046 (Fed. Cir. 1995).

**§3.3 Originality- Derivation:** Patent and the Federal Cir. According to 35 U.S.C. §102(f), a person is not entitled to a patent if "he did not himself invent the subject matter sought to be patented." This simply states a fundamental principle of American patent law-what you patent must be your own invention: you cannot patent another's invention, nor can you patent an invention imported from abroad. As the Federal Circuit's predecessor court said, "being an inventor might be regarded as a preliminary legal requirement, for if he has not invented something, if he comes with something he knows was invented by someone else, he has no right even to approach the door" of the PTO. *In re Berby*, 596 F.2d 952, 201 USPQ 352(CCPA 1979).

**§3.4(d) Prior Invention:** Patent and the Federal Cir. United States patent law embraces the principle that the patent right is granted to the first inventor

rather than the first to file a patent application. Paulik v. Rizkalla, 760 F.2d 1270, 226 USPQ 224 (Fed. Cir. 1985).

**§1.1(b) Claims and the Concept of Domination:**

Patent and the Fed. Cir. A patent may issue on an improvement that infringes another's patent. water Technologies Corp. v. Calco, Ltd, 850 F.2d 660, 7 USPQ2d 1097 (Fed. Cir. 1988).

**§10.4(a) Right to Jury Trial:** Patent and the Federal Cir. A right to a jury trial in federal court must arise out of the Seventh Amendment or be granted by a federal statute. The Seventh Amendment preserves the right to a jury trial in those actions in which the right existed at common law when the amendment was adopted in 1791. Washington Int'l Inc. Co. v. United States, 863 F.2d 877 (Fed. Cir. 1988).

**§10.4(a)** The right to a jury trial on patent issues that may arise in a suit for patent infringement is fully protected by the seventh Amendment. Patlex Corp. v. Mossinghoff, 758 F.2d 594, 225 USPQ 243 (Fed. Cir. 1985).

The Court of Appeals for the Federal Circuit was created October 1, 1982, and was given exclusive jurisdiction over, among other things, appeals from final decisions of district courts in those cases where the district court's jurisdiction was based in whole or part on the patent provisions of 28 U.S.C. §1338. In simpler terms, practically speaking, the court was to have exclusive appellate jurisdiction in patent cases, and its job was to increase doctrinal stability in the field of patent law. Chemical Eng'g Corp. v. Marlo,

Inc., 754 F.2d 331, 222 U.S.P.Q. 738 (Fed. Cir. 1984).

**§1.1(b) Patents and the Federal Circuit**

The patent system encourages inventors to invent and disclose. Corporations don't invent; people do. Yet the patent system also encourages corporations and investors to risk investment in research, development, and marketing without which the public could not gain the full benefit of the patent system. The right to exclude conferred by a valid patent thus deserves the same respect when that right is in the hands of an individual as when it is in the hands of a corporation. In assessing damages, emphasis on an individual inventor's lack of money and manufacturing capacity can tend to distinguish the respect due the patent rights of impecunious individual inventors from that due the patent rights of well-funded, well-lawyered, large manufacturing corporations. Any such distinction should be rejected as the disservice it is to the public interest in technological advancement. In re Etter, 756 F.2d 852, 225 USPQ 1 (Fed. Cir. 1985).

**§1.1(b) Patents and the Federal Circuit**

The patent right is created by a grant from the government. In re Etter, 756 F.2d 852, 225 USPQ 1 (Fed. Cir. 1985).

Congress gave inventors the right to exclude others from making, using, or selling the invention, without the consent of the patent owner, for a period of 17 years. Atari Games Corp. v. Nintendo of America, Inc., 895 F.2d 1572, 14 USPQ2d 1034 (Fed Cir. 1990).

**§1.3** The law must be the same for all patent and types of inventions. A level playing ground for the

marketplace of ideas is as necessary for technological innovation as it is for political and social policy. Congress has attempted to deal with this need by creating a fairly complex framework of laws to regulate and govern our patent system. *Panduit Corp. v. Dennison Mfg. Co.*, 810 F.2d 1561, 1 USPQ2d 1593 (Fed. Cir. 1987).

§2.4 It is not a design that is infringed, but the patent on it, which creates the right to exclude others for a limited time. *Lee v. Dayton-Hudson Corp.*, 838 F.2d 1186, 5 USPQ2d 1625 (Fed. Cir. 1988).

The products need not be directly competitive-indeed, an infringer is liable even when the patent owner puts out no product. *Auia Group Int'l, Inc. v. L.A. Gear Calif., Inc.*, 853 F.2d 1557, 7 USPQ2d 1548 (Fed. Cir. 1988).







12-3-91

Dear Sally Kaye

Over

Here is the Disclosure Document  
for you review of the removal of our  
recent conversation we had discuss  
over the phone of the date of Dec 3,  
and I will be writing to you from your  
book of my new copy of my  
Disclosure Document id. #

Yours Truly  
C. James Moore

6033 Newland Dr.  
Bethesda, Md. 20814

To: Sally Kaye of the  
Disclosure Document Program  
Washington D.C. 20531

CP 03302



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Address: COMMISSIONER OF PATENTS AND TRADEMARKS  
Washington, D.C. 20491 DISCLOSURE DOCUMENT



207001

DISCLOSURE DOCUMENT RECEIPT NOTICE

Receipt of your Disclosure Document and Government fee of \$6 is acknowledged. The date of receipt and the Disclosure Document identification number have been stamped on the attached duplicate copy of your request. This date and number should be referred to in all communications related to this Disclosure Document.

WARNING

It should be clearly understood that a Disclosure Document is not a patent application, nor will its receipt date in any way become the effective filing date of a later filed patent application. A Disclosure Document may be relied upon only as evidence of conception of an invention and a patent application should be diligently filed if patent protection is desired.

Your Disclosure Document will be destroyed two years after the date it was received by the Patent and Trademark Office unless it is referred to in a related patent application filed within the two-year period. The Disclosure Document may be referred to by way of a letter of transmittal in a new patent application or by a separate letter filed in a pending application. Unless it is desired to have the Patent and Trademark Office retain the Disclosure Document beyond the two-year period, it is not required that it be referred to in the patent application.

The two-year retention period should not be considered to be a "grace period" during which the inventor can wait to file his or her patent application without possible loss of benefits. It must be recognized that in establishing priority of invention an affidavit or testimony referring to a Disclosure Document must usually also establish diligence in completing the invention or in filing the patent application since the filing of the Disclosure Document.

You are also reminded that any public use or sale in the United States or publication of your invention anywhere in the world more than one year prior to the filing of a patent application on that invention will prohibit the granting of a patent on it.

Disclosures of inventions which have been understood and witnessed by persons and/or notarized are other examples of evidence which may also be used to establish priority.

If you are not familiar with what is considered to be "diligence in completing the invention" or "reduction to practice" under the patent law or if you have other questions about patent matters, you are advised to consult with an attorney or agent registered to practice before the Patent and Trademark Office. The publication, *Attorneys and Agents Registered to Practice Before the United States Patent and Trademark Office*, is available from the Superintendent of Documents, Washington, D.C. 20402. Patent attorneys and agents are also listed in the telephone directories of most major cities. Also, many large cities have associations of patent attorneys which may be consulted.

Over

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FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535

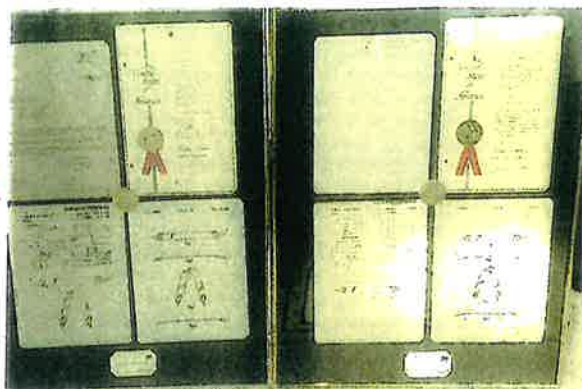
CP0330

*Morris S. Glover Inventor*



Patent information is as follows: Design Patent No. (351,924), Oct. 25, 1994, and Utility Patent No. (5,488,456), November 14, 1995.

Over



**FIG. 3**

Plaintiff's disclosure document No. 214122, November 14, 1988, and disclosure document No. 297001 December 5, 1991, provided evidence of the date of conception.

(440)735-1835



*Morris S. Glover Inventor*

6361 STONEHAVEN LN.  
BEDFORD HEIGHTS, OHIO 44146

**MPEP § 1706 DISCLOSURE DOCUMENT**

One of the services provided for inventors is the acceptance and preservation for a two-year period of papers disclosing an invention. This disclosure is accepted as evidence of the dates of conception of the invention.

It will be retained for two years at which time it will be destroyed unless it is referred to in a separate letter in a related patent application.

A fee must accompany the disclosure. See current fee schedule. The disclosure is limited to written matter or drawings on paper or other thin, flexible material, such as linen or plastic drafting material, having dimensions or being folded to dimensions not to exceed 8-1/2 x 13 inches (21.6 by 33.0 cm). Photographs are acceptable. Each page should be numbered. Text and drawings should be of such quality as to permit reproduction.

The disclosure must be accompanied by a stamped, self-addressed envelope and a duplicate copy also signed by the inventor. The papers will be stamped with an identifying number and returned with the reminder that the Disclosure Document may be relied upon only as evidence of the date of conception and that an application must be filed in order to provide patent protection.

1. Plaintiff has shown to the court in Exhibit 'F' that ~~the~~ the Defendant had a patent pending on the Breathe Right Strips. No patent on the box in 94 or 95.  
2. Plaintiff has also shown to the court in Exhibit 'F' and to the Defendant that at the end of the Disclosure Document which reads order to provide

2. patent protection. ~~the~~  
3. And now what the Defendant did not say in his Exhibit 8, to the court. He did not show on the Exhibit 'F' page of the Disclosure Document about the information that reads provide patent protection.

● *Morris S. Glover Inventor*



WESTERS ENCYCLOPEDIA  
OF DICTIONARIES

e-lon-gate (l/. lawng-gat) v.t. to make longer; to lengthen; to extend; to draw out; a. (Bot.) tapering. elongation n. the act of stretching out; the part extended [L.e; longus, long].



Over ⇄



*B.C. Johnson*



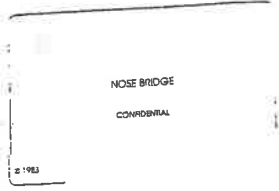
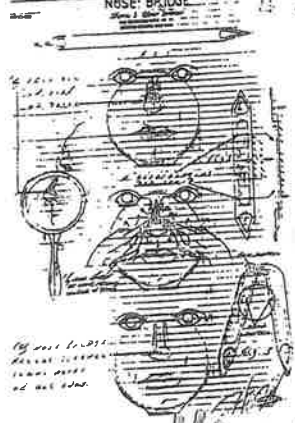
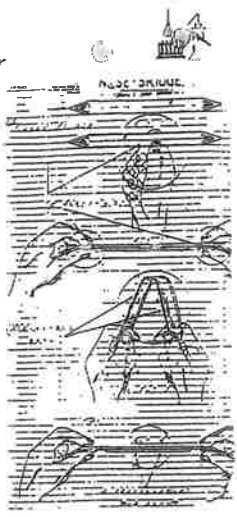
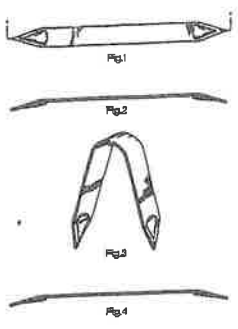
THE AMERICAN HERITAGE DICTIONARY

grip (grip) n. 1. a tight hold; firm grasp. b. The pressure or strength of such a grasp. c. A manner of grasping and holding. gripped, grip-ping, grips.-tr. 1. To secure and maintain a tight hold on; seize firmly. 2. To hold the interest or attention of a scene that gripped the entire audience-intr. To hold securely. (ME<OE gripe, grasp. l-grip'ping-ly adv.



Morris S. Glover Inventor

U.S. Patent No. 2,351,924



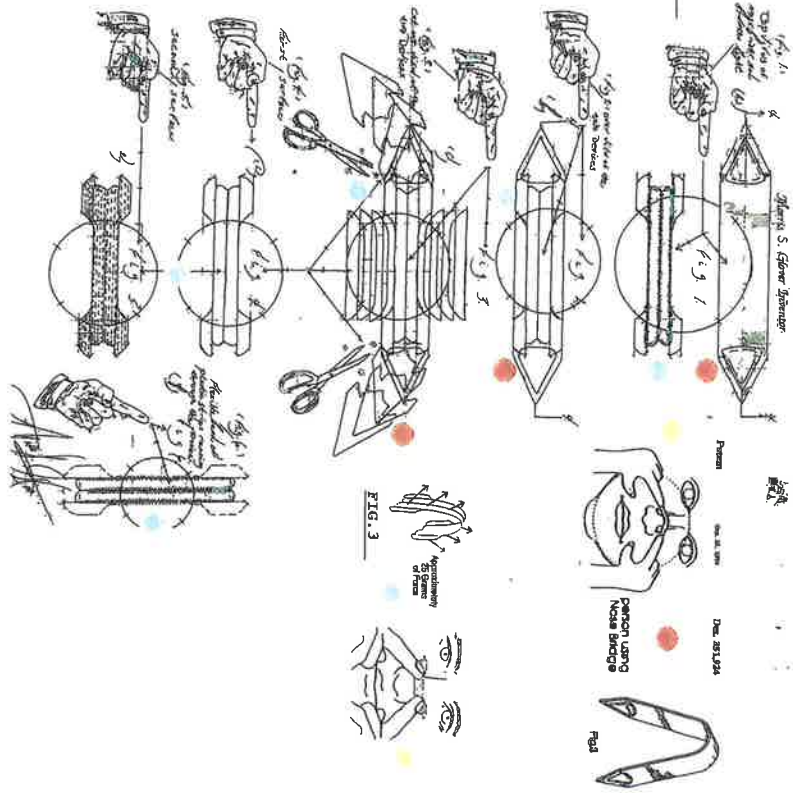
Breathe Right™  
External Nasal Dilator

Instructions



EXHIBIT A

- A.) RED NOSE BRIDGE NOSE STRIPS
- B.) BLUE BREATHE RIGHT NOSE STRIPS





● Morris S. Glover Inventor



**Try Breathe Right Nasal Strips**

New Breathe Right nasal strips are like a breath of fresh air for many who suffer from a nasal condition. It is a small adhesive strip that, when properly placed on the nose, gently opens your nasal passages, allowing you to breathe easier. Breathe Right nasal strips have been shown to reduce nasal airway resistance an average of 31% (a resistance reduction comparable to many over-the-counter nasal sprays).



FIG. 1

FIG. 3

U.S. Patent

Oct. 18, 1994

Des. 351,824



FIG. 1



FIG. 3



AIM



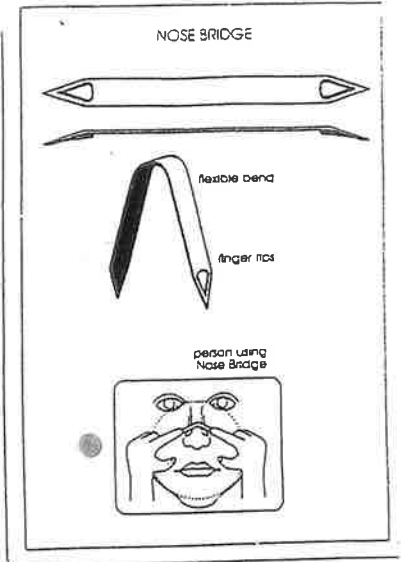
One hundred and twenty  
five pages and drawings  
including 10 sheets  
reference: Examination of Patent  
The undersigned, being the proprietor of the invention  
herein, do hereby certify that the enclosed application is  
correctly and fully described, and that the same is  
entirely new, and that the same is not a duplicate  
of any invention known to the public in this  
country, and that the same is not a duplicate  
of any invention known to the public in any  
other country.

Witness my hand and seal this 10th day of  
October, 1994.

Morris S. Glover  
Inventor

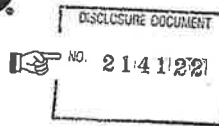
By \_\_\_\_\_  
Attorney-in-Fact

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**Breathe Right™**  
External Nasal Dilator





Commissioner of Patents  
U. S. Patent and Trademark Office  
Washington, DC 20231

Attention: Commissioner of Patents

The undersigned, being the inventor of the disclosed invention, requests that the enclosed Prospectus be accepted under the Disclosure Document Program, and that this descriptive information be preserved for a period of two years.

Please return the confirming copy with the Disclosure Document number and the date to American Idea Management Corporation, 960 Penn Avenue, Suite 200, Pittsburgh, Pennsylvania 15222, (Agent for Inventor) in the enclosed self-addressed stamped envelope.

Mr. Morris Glover *Morris Glover*  
Inventor (please sign name)

\_\_\_\_\_  
Co-Inventor

6033 Bear Creek Drive #104  
Street Address

Sedford, Ohio 44146  
City, State and Zip Code

Computer Data Disc Number: P-2571

Enclosures: Descriptive Documents  
Check  
Self-addressed stamped envelope

American Idea Management • American Idea Marketing  
Convention Center, Suite 200 • 960 Penn Avenue • Pittsburgh, PA 15222  
Telephone: (412) 263-4915 Telex: 710-110 8095

## AIM SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") made and entered into this 20th day of January, 1988, by and between American Idea Marketing, a Division of American Idea Management Corporation, ("AIM"), a Massachusetts Corporation, having its principal office at 2 Main Street, Stoneham, Massachusetts, and

Morris Glover  
6033 Bear Creek Drive #104  
Bedford Heights, Ohio 44146

("Inventor")

WITNESSETH:

WHEREAS, Inventor has originated, developed, or owns the idea or product known as

"NOSE BRIDGE"

("Invention"); and

WHEREAS, AIM is actively engaged in the business of assisting those who desire to promote and submit ideas or products to industry; and

WHEREAS, Inventor desires to retain AIM to promote and submit the Invention upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual and dependent covenants and agreements contained herein, the Inventor and AIM agree as follows:

1. Services Provided.

(a) Promotion: During the term of this Agreement, AIM will, at its sole expense, promote the Invention for sale or licensing to those manufacturers, companies and individuals that AIM determines may be interested in the Invention. AIM shall have sole discretion to determine the methods by which it will promote the Invention. AIM's promotional activities will include some or all of the following:

(i) Preparation of New Product Prospectus materials which will include relevant manufacturing and marketing data and Patent drawings or graphic illustrations, as applicable and appropriate. These materials will be submitted to Inventor for his approval and/or changes prior to finalization and distribution to manufacturers, companies, or individuals.

(ii) AIM will access data bases available through Dialog Information Services, Inc., to which we subscribe, utilizing U.S. Department of Commerce Standard Industrial Classification (SIC) Codes. AIM will employ a search and screen process accessing data bases such as Standard & Poor's Corporate Register, Trinet Inc. Establishment/Company Data Bases and Dunn and Bradstreet Corporation's "Dunn's Market Identifiers," to select prospective licensees.

(iii) AIM will also conduct a data-match search through AIMfile, its in-house data bank, seeking manufacturers who have expressed interest in Invention's product category.

(iv) AIM will submit a New Product Prospectus to manufacturers identified through the search and screen process. Inventor shall be furnished with a copy of this list.

(v) Invention will be listed in the Confidential AIMreport, which contains consumer products, technologies and processes for license or sale to manufacturers. The Confidential AIMreport is used exclusively by AIM's licensing personnel at trade shows and, as appropriate, with interested manufacturers.

(vi) AIM will submit Invention for inclusion in data bases and technology/licensing publications such as:

- Harbor Stone Associates, Inc. TEOOOTEX:: Technology Exchange Division, a Cybernet System to which we subscribe
- Dr. Dvorkovitz and Associates, InstanTech On Line Data Bank for licensing and technology exchange
- Technology Transfer International, a monthly subscription publication circulated worldwide containing new licensing offers and technology transfer propositions

(vii) AIM will follow up where appropriate with interested manufacturers and companies in an attempt to negotiate a license agreement, outright sale, or option agreement(s). Any license, sale or option agreement will be submitted to Inventor for approval prior to conclusion of such agreement.

(viii) AIM's efforts may involve working with interested parties or alone, the development of blueprints, engineering and/or design drawings, research and development activities, licensing, sale and/or other contract negotiations.

(ix) Representation includes attendance at exhibitions, trade shows, seminars, professional association meetings, and the utilization of our in-house contacts.

(b) Disclosure Document Registration: AIM will file the appropriate Disclosure documents with the United States Patent and Trademark Office under their Disclosure Document Program. Inventor understands that this procedure is not a patent application and does not provide you with patent protection.

## 2. Term.

The term of this Agreement shall commence on the date that AIM receives the Fee provided in Section 3 and shall continue for a period of two (2) years. This original term shall be automatically extended for one (1) additional year unless Inventor notifies AIM in writing of his intention not to extend sixty (60) days prior to the expiration of the first two year term.

## 3. Fees and Royalty/Sales Percentages.

(a) Fee: In consideration for the services to be rendered by AIM under this Agreement, the Inventor shall pay to AIM the sum of \$3,550 ("Fee"), which shall be considered to be full payment for services provided in Section 1.

(b) Royalty/Sales Percentages:

(i) In further consideration for the services to be rendered by AIM under this Agreement, Inventor agrees and understands AIM shall be entitled to receive a commission equal to 35% percent of the revenues as defined below received by the inventor or AIM, whichever is the case, from any individual, partnership, corporation or other entity to which AIM has introduced this Invention.

(ii) "Revenues" shall mean the total amount of license fees, sale proceeds or other forms of consideration received as a result of the sale, license or other commercialization of the Invention. The percentage payable to AIM under this Agreement shall be paid as and when revenues are paid by the licensee or buyer.

(iii) The obligation to pay royalties referred to in (i) above represents a continuing obligation and shall survive the termination of this Agreement.

(iv) Notwithstanding any other provision of this Agreement, the first royalties received by AIM shall be returned to the Inventor until the total fees paid by the Inventor to AIM, have been repaid in full.

4. Representation, Warranties and Covenants.

The Inventor represents and warrants to, and agrees with AIM as follows:

(a) Inventor shall respond in a prompt and complete manner to all reasonable requests for information and assistance made by AIM during the

promotion or submission of the Invention.

(b) Inventor warrants to AIM that Inventor, to his best knowledge and belief, is the sole Inventor of the Invention and that no other entity or individual has any rights or interests in the Invention. Inventor shall not hereafter sell, license, pledge, mortgage, place in trust, transfer, assign or otherwise convey the Invention or any rights in the Invention, to any entity or individual, without first informing them of the terms of this Agreement and giving AIM prior written notice.

(c) Inventor warrants to AIM that to the best of Inventor's knowledge and belief all information provided to AIM is true, complete, and accurate.

(d) Inventor acknowledges and understands:

(i) AIM has not represented, promised, or guaranteed that Inventor will receive any financial gain from the commercialization of the Invention.

(ii) Inventor acknowledges and understands that AIM will use its best efforts to assure confidentiality in its disclosures to prospective buyers.

(e) Inventor shall indemnify AIM, and hold AIM free and harmless from all damages, costs, expenses, claims or demands arising from the sale or use of the Invention or any product derived therefrom.

5. Miscellaneous.

(a) The foregoing constitutes the entire



agreement between the parties and shall be binding on each of them and their respective successors in interest.

(b) This Agreement may not be cancelled, changed or modified, except by a writing signed by the parties.

(c) This Agreement shall be construed as a Massachusetts contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, the day and year first written above.

AMERICAN IDEA MARKETING

By s/ \_\_\_\_\_  
John Teunu

By s/ \_\_\_\_\_  
Morris Glover

s/ \_\_\_\_\_  
W.J. Van Kirk

\_\_\_\_\_  
Co-Inventor

August 12, 1988  
Date of Execution

AIM CONFIDENTIAL  
CLIENT BIOGRAPHICAL INFORMATION

COMPUTER DATA DISC # P-2571

PRODUCT NAME: "NOSE BRIDGE"

Client Name: MORRIS, SAXON GLOVER

Address: 6033 BEAR CREEK DR. #104  
BEDFORD, OHIO 44146

Mailing Address: \_\_\_\_\_  
(if different) (street) (city) (state) (zip)

Telephone: (216) 232-3252 (216) 232-3252  
Residence Business

IMPORTANT: Please specify the best time to reach you:

Telephone number: (216) 232-3252 between 7:00 am  
and 2:00 pm (Time, a.m./p.m.)

Educational Background: Ohio State Univ.  
Columbus, Ohio major Music Theory & Business  
Administration

Age: 30 Please attach a black and white photograph  
of yourself. (If available)

Occupation: Press Operation/Personnel

If invention was work related, please give details:

---

Hobbies/Interests: Inventions and Music and Cars

Social Affiliations: N/A

Spouse's Name: Carmen C. Glover

Children's Names and Ages: Maurice Glover Age: 7

### INVENTION INFORMATION

Please complete this section with any additional information about your idea that you feel would be helpful later in promoting or publicizing your idea.

It also can be process as for Nose Sinus Problems and Nasal Colds with a Vaporizing Formula, or Chemical Process in special-like pads for Facial and of the Entire Body Functions

---

Yes, I do \_\_\_\_\_ No, I do not give AIM permission to use this form to help promote my invention if the opportunity should arise.

s/ \_\_\_\_\_ 7-1-88  
Morris S. Glover

NOSE BRIDGE  
P-2571



AIM

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NEW PRODUCT PROSPECTUS

American Idea Management Corporation  
Convention Tower • 960 Penn Avenue • Pittsburgh, Pennsylvania 15222  
Telephone: (412) 261-4915 • Fax: (412) 261-6656

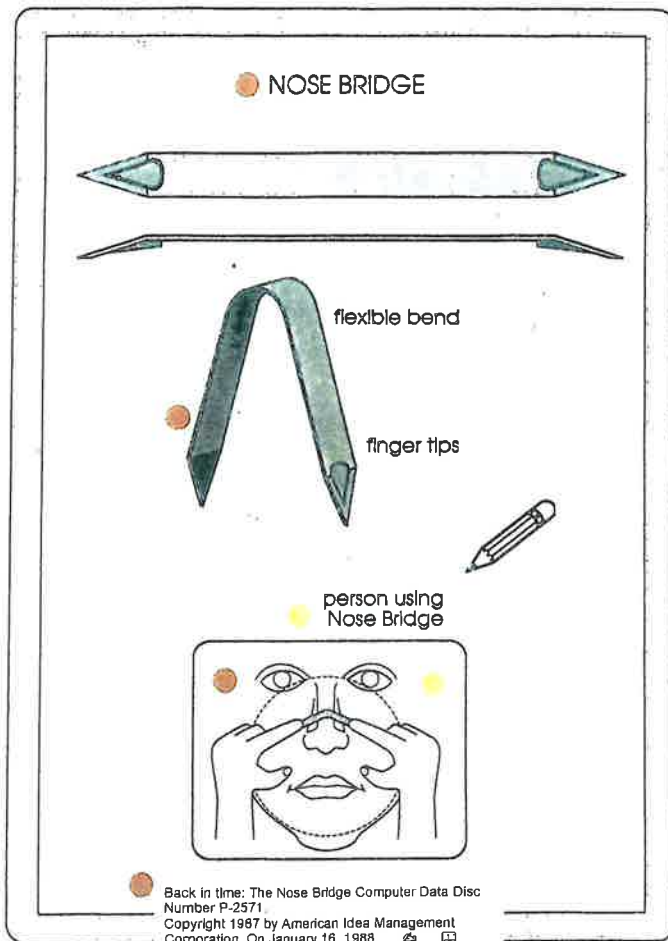
NOSE BRIDGE  
P-2571

CONFIDENTIAL

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A-140



### PRODUCT DESCRIPTION

Nose Bridge is a flexible, mechanical device used to remove blackheads, open pores, and drain the nose. This device is approximately 3 inches long, 1/2 inch wide, and .027 inch thick. Nose Bridge is roughly shaped like a frozen confection stick, with the last 1/2 inch on each end turned slightly down to provide a finger hold.

#### PRODUCT USAGE

Nose Bridge is used by grasping the finger holds on each end, and bringing the center of the Nose Bridge into contact with the bridge of the nose at a point close to the eyebrows. Nose Bridge is then bent down over the bridge of the nose in such a fashion that the finger holds come close to the user's cheeks. Nose Bridge is then drawn upward and downward along the nose. This process can be repeated a number of times.

#### BENEFITS AND ADVANTAGES

- Opens pores
- Removes blackheads
- Drains nose



### MATERIALS AND PRODUCTION

Candidate materials for the production of Nose Bridge include:

- Polyethylene
- Polypropylene
- Polyvinyl chloride

Possible methods of manufacture include:

- Injection molding

### DEVELOPMENT STATUS

- Working model.
- Disclosure Document filed with the United States Patent and Trademark Office.
- Preliminary Market Penetration Analysis available.

## TARGET MARKETS

### Commercial Target Market:

- 73,796 beauty shops

### Consumer Target Markets:

#### Primary Target Market:

- 74.1 million baby boomers age 25-44

#### Secondary Target Market:

- 45.3 million young people age 14-24

#### Tertiary Target Market:

- 60.8 million Americans age 50 and over

DISTRIBUTION OUTLETS

Our statistical references indicate the following distribution outlets that may have application to Nose Bridge.

<u>Number</u>	<u>Establishments</u>
51,153.....	Drug and proprietary stores
132,929.....	Grocery stores
7,573.....	Mall order houses
9,802.....	Department stores
10,912.....	Variety stores
14,178.....	Miscellaneous general merchandise stores
3,873.....	Drugs, proprietaries, and sundries wholesalers
7,111.....	Service establishment equipment wholesalers

### ESTIMATED PRICING STRUCTURE

It is obviously difficult to determine the precise cost of an undeveloped product concept. However, for the New Product Prospectus, we have prepared a tentative pricing analysis based upon current economic conditions and similarly produced products.

#### Consumer pricing

##### Package of 10

Manufacturing Cost.....	\$ .25
Wholesale Price.....	\$ .50
Retail Price.....	\$1.00

#### Commercial pricing

##### Package of 100

Manufacturing Cost.....	\$2.25
Distributor's Price.....	\$2.99
Wholesale Price.....	\$3.95
Sales Price.....	\$8.00

CONFIDENTIAL

The Information contained in this New Product Prospectus represents Intellectual property, including but not limited to know-how, trade secrets and proprietary information which is the exclusive property of our client. As such, we expect that all information included in this prospectus will be held on a confidential basis by your company, and will not be disclosed to any third parties, and will not be used to further your own benefit, or in competition with our client.

For more information contact:

Morris S. Glover  
6033 Bearcreek Drive No. 104  
Bedford Heights, Ohio 44146  
Phone No. 216-232-3252

WAYNE D. PORTER, JR.  
ATTORNEY AND COUNSELLOR AT LAW

PATENT  
LAW

WESTON, MURD, FALLICK, FAISLEY & HOWLEY  
25TH FLOOR TERMINAL TOWER  
CLEVELAND, OHIO 44113-7241

216 / 241-6602

COPY

 INVENTOR: MR. MORRIS GLOVER

 INVENTION: THE NOSE BRIDGE

Civil Action No. 2:19-00734-WSH

IN THE UNITED STATES COURT OF APPEALS  
★FOR THE FEDERAL CIRCUIT★  
717 MADISON PLACE, N.W.  
WASHINGTON, D.C. 20439

 CONFIDENTIAL

 COMPUTER MEDIA DISC NUMBER P-2571

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 16 JANUARY 1988

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COPY

MATERIAL SELECTION AND PRODUCT VARIATIONS

☞ The Nose Bridge could be made from a variety of materials. As observed by the Bureau of Industrial Economics, U.S. Department of Commerce in the 1984 U.S. Industrial Outlook, "The versatility of plastics materials is responsible for much of their growth in competition with metal, wood, paper, and glass. Many of these traditional materials have been gradually replaced by plastics, which offer improved properties, often at lower costs, for many applications. Plastics can be produced with the physical and chemical properties required to fulfill the special product needs of many industries. Also, plastics are readily adaptable to high-output processing methods such as injection molding."

☞ The following plastics represent over 500,000 known combinations that can be manufactured by different processes, in a variety of shapes, sizes, colors, and formulations to suit specific purposes. By definition, a thermoplastic is capable of being repeatedly softened by heat and hardened by cooling. Typical of the thermoplastics family are the styrene polymers and copolymers, acrylics, cellulose, polyethylenes, vinyls, nylons, and the various fluorocarbon materials. The Nose Bridge units could be manufactured out of a variety of thermoforming plastics, especially the polymers represented by polyethylene, polypropylene, and polyvinyl chloride. These plastics can be molded in a variety of methods, and in a variety of finishes. They are widely used in the construction industry for mailboxes,

IN THE UNITED STATES COURT OF APPEALS  
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☞ 5

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LEGAL Q&A

# Protecting your creation



**Roger Cossack and Treta Van Susteren** are lawyers and hosts of *NY's Garden of Eatin'* 2-30 p.m. ET weekdays, as well as *60 Minutes*. Check their e-mail before taking action.

**Q:** I do cartooning as a hobby. I'm told that to prove I created certain characters I should place my original characters in an envelope and mail it back to myself without opening it. Would this hold up in court?

**A:** By *Sharon Lee's* *Summit*, Me.

Yes. A sealed, postmarked envelope containing your original cartoon would be excellent evidence against those who would claim in court that they came up with the characters first. The postmark proves when you created your characters. An even better idea: Send two or three letters to friends as well as to yourself. You also can protect your work by registering it with the U.S. Copyright Office in Washington, D.C. [www.copyright.gov](http://www.copyright.gov)

### BEFORE THE SUPREME COURT

Today, the U.S. Supreme Court is set to hear arguments in *Printz vs. United States v. Mack vs. United States*. These cases challenge the Brady Act, the 1994 gun-control law, which requires background checks on gun buyers. Because the federal government rarely lacks the resources to perform the background checks, local law officials are expected to perform them. Jay Printz and David Mack are sheriffs who argue that they should not be required to assume such a burden without federal assistance. If Printz and Mack win, you've got a law that is not going to do much until the federal government appropriates the money," says *Richardson*, editor of the magazine *Law of United States Supreme Court Cases*. — *By Richard Vega*

Send questions to: "Legal Q&A," USA WEEKEND, P.O. Box 75307, Washington, D.C. 20013; e-mail: [ask@usa.com](mailto:ask@usa.com); or [www.usaweekend.com](http://www.usaweekend.com); fax: 703-276-5510. ONLINE: Review legal advice in USA WEEKEND on America Online. Keyword: USA WEEKEND.

USA WEEKEND • Nov 29/Dec 1, 1998 11

*Morris S. Glover Inventor*



### RECORD OF INVENTION AND DATE OF CONCEPTION





*Morris S. Glover Inventor*



Back in time: I Morris S. Glover the Original Record of Invention and date of Conception showed AIM that my Nose Bridge strips can also be in color's that's on page step 4 addition data. To AIM back in November 19, 1987.  
AIM Data Disc Number is P-2571.



FIG. 3  
P.S. And now the Breathe Right strips are in color's now? AIM showed CNS inc. my data that was on that disc. Of P-2571, back in November 19, 1987.

12/8/87

Paul 12-9/12-23

Reference Number JS2768



American Idea Management • American Idea Marketing  
Convention Tower, Suite 200 • 960 Penn Avenue • Pittsburgh, PA 15222  
Telephone 412-261-4915 Telex: 710 110 3005

**RECORD OF INVENTION**  
**A METHOD FOR ESTABLISHING DATE OF CONCEPTION**  
**AND DISCLOSURE**

**IMPORTANT**

PLEASE ENSURE THAT ALL SPACES IN THIS FORM ARE COMPLETED, EITHER WITH THE INFORMATION REQUIRED, OR WITH THE DESIGNATIONS "NA" (NOT APPLICABLE), OR "UNK" (UNKNOWN), TO AVOID DELAYS IN PROCESSING. PLEASE RETURN THIS COMPLETED FORM TO AIM WITH THE ORIGINAL SIGNED GUARANTEE OF CONFIDENTIALITY WITHIN 5 DAYS.

AMERICAN IDEA MANAGEMENT CORPORATION WILL CONTACT YOU WITH RECOMMENDATIONS WITHIN 3 WORKING DAYS OF OUR RECEIPT OF THIS RECORD OF INVENTION.

BY COMPLETING THIS RECORD OF INVENTION, YOU HAVE DOCUMENTATION AND DESCRIPTION OF YOUR IDEA OR PRODUCT AND THE DATE OF CONCEPTION.

AIM COMPUTER DATA DISC NUMBER

P2571

I, MORRIS S. GLOVER

Residing at 633 SUN CREEK DR #104

City RED FORD HTS State OHIO Zip Code 44146

Telephone: Residence 419 232-3254 Business 419 232-3252

have conceived the idea of product illustrated and described herein which is called:  
\* "NOISE SHIELD"

and have this 19th day of NOVEMBER, 1987  
disclosed this idea or product to American Idea Management Corporation.

I, MORRIS S. GLOVER

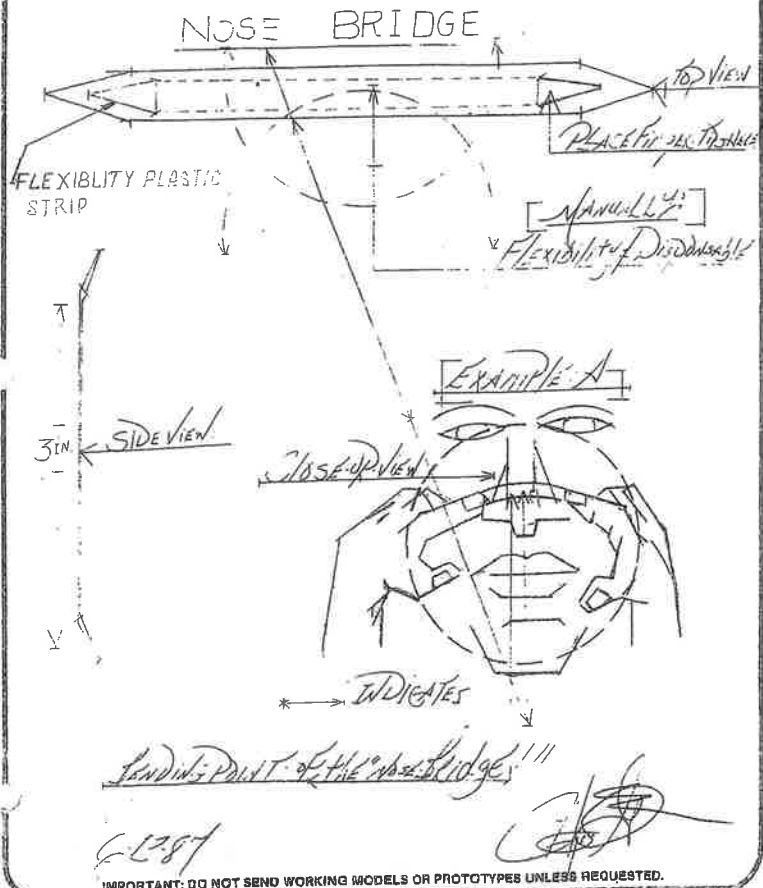
(Type or Print Name)  
swear that I believe myself to be the original, first and sole inventor of the device described herein, and that all dates and statements made herein are true to the best of my knowledge and belief.

Joseph V. Spragner  
Witness Date 11/19/87

Witness Date

STEP 1  
ILLUSTRATION

Please sketch your idea or product as you visualize it, to help us understand your concept. A professional rendering is not necessary at this time.



STEP 3  
DESCRIPTION

What is it? "NOSE SCREW"

What exactly does it do? IT OPEN UP YOUR "PORES"!

How does it do that, and how is it used? BY PRESSING ONE FINGER ON BOTH TIPS- END "OF IT DEVICE". BY PRESSING THE END OF THE "NOSE SCREW"

Who will use it? EVERYONE! EXAMPLE HOSPITALS HEALTH-CARE AND PERSONAL HYGIENE FOR HOME'S DRUG MED STORES  
PHARMACY ETC ETC

How is it constructed? (List components, suggested materials, and dimensions; include formulas, recipes, rules, etc., when applicable.) AT FIRST, I USE TO USED A DULL-KNIFE END OF A LETTER-OPENER TO OPEN AND DRAIN MY "PORES" FROM MY NOSE. I BEEN DIDDY THIS FOR 10 YRS SO I GOT TIRED OF DIDDY THIS SO I DECIDED THAT THIS WOULD BE A BETTER WAY TO DRAIN MY NOSE, PLUS ALSO TO KEEP AWAY "NOSE" AT THE TRADE AND GERM-FLORA

In general, what does it look like? (Help us to visualize it.) CLOSE TO A FINGER-NAIL FILE LIKENESS! BUT "NOT-RELATED"

Is this a product modification? NONE

If so, what part(s) have you modified? NONE

**STEP 3  
HISTORY AND DEVELOPMENT STATUS**

Please answer the questions in the following categories to the best of your ability.

**1. DISCLOSURE INFORMATION**

Approximate date Idea was conceived: 6-13-87  
 Approximate date idea was first committed to paper (Sketches made and/or description written): 6-13-87  
 Approximate date idea was first disclosed to others: 6-13-87  
 To whom (relationship) was idea disclosed at this time? MICHAEL COLWELL (M)  
 In what form was it disclosed? Orally \_\_\_\_\_ Drawings ✓

**2. WORKING MODEL/ PROTOTYPE/ PRODUCT SAMPLE**

Has a working model been made? YES If so, when? 6-13-87  
 Cost of producing working model: NONE Were materials purchased at wholesale NO retail NO prices?  
 Has a prototype been made? YES If so, when? 6-13-87  
 Who made the prototype? MYSELF What was your cost? 0  
 Has a product sample been made? YES If so, when? 6-13 How many? 3  
 Who made the product sample? MYSELF Unit cost? \_\_\_\_\_  
 Has the working model/prototype/product sample been disclosed to anyone? NO  
 To whom? \_\_\_\_\_ When? \_\_\_\_\_  
 How: Orally \_\_\_\_\_ By drawing \_\_\_\_\_ By photos \_\_\_\_\_ By demonstration \_\_\_\_\_  
 Was any secrecy agreement entered into between you and the people to whom the idea/working model/prototype/product sample was disclosed? NO  
 If so, attach copy.  
 Has the working model/prototype/product sample been used and/or tested? YES! IN FRANCE!!  
 If so, attach test result data or describe the results: IT'S LINKS GREAT!

**3. SUPPLEMENTAL MATERIALS**

If you have any of the following materials related to your idea or product, please check off the appropriate space below, and attach the materials to this form (Please avoid stapling):  
 Drawings ✓ Mechanical drawings \_\_\_\_\_ Blueprints \_\_\_\_\_  
 Schematics \_\_\_\_\_ Photographs \_\_\_\_\_ Other \_\_\_\_\_

**4. PATENT STATUS**

Have you had a patent search conducted? NO! If so, by whom? \_\_\_\_\_  
 If so, attach a copy including all patent references cited. If copy is unavailable, indicate results and/or opinion of patentability: \_\_\_\_\_  
 Have you filed (or had your attorney/representative file) a Patent Application on your invention? NO!  
 If so, attach a copy. If copy is unavailable, give:  
 Application number \_\_\_\_\_ Country issued \_\_\_\_\_ Date of issue \_\_\_\_\_  
 Do you have an issued Patent on your invention? NO! If so, attach a copy. If a copy is unavailable, give:  
 Patent number \_\_\_\_\_ Country issued \_\_\_\_\_ Date of issue \_\_\_\_\_

**5. COPYRIGHT STATUS**

Have you registered a Copyright on your idea, or any part of your idea? (Example: game rules) NO!  
 If so, attach a copy. If copy is unavailable, give:  
 Registration number \_\_\_\_\_ Country issued \_\_\_\_\_ Date of issue \_\_\_\_\_  
 If you have Copyrighted your idea by affixing the Copyright symbol, the date and your name to the work, and have not registered the Copyright, check here: NO

**6. TRADEMARK STATUS**

Do you have a registered Trademark? NO! If so, attach a copy. If copy is unavailable, give:  
 Registration number \_\_\_\_\_ State and/or Country issued \_\_\_\_\_ Date of issue \_\_\_\_\_

**STEP 4  
PERSONAL DATA**

What is your occupation? Food Market Co. WA! Tan hills Ohio 44128

Was this idea or product a result of work experience? HEALTH CARE

Is it related to one of your hobbies? NO

Was it developed at your employer's facilities and/or on your employer's time? NO

If so, do you have an agreement and/or a standard release from your employer? Please specify: \_\_\_\_\_

Are any other individuals involved with this project? (For example, co-inventor(s), partner, attorney, etc.) If so, please specify: YES POLYMER, is Active!

Do you have any other project(s) with AIM? NO

If so, give name and Computer Data Disc Number(s): \_\_\_\_\_

Have you submitted this concept to any other marketing firm(s)? \_\_\_\_\_

If so, to whom? \_\_\_\_\_

Do you have a Contract with any other marketing firm(s)? NO

If so, state type and date of Contract: \_\_\_\_\_

Where did you first hear of AIM? T.V.

**ADDITIONAL DATA**

Please provide us with any additional information you think may be helpful:  
IT'S HELPFUL AND AFFORDABLE FOR EVERYONE WIDE  
WORLD! AND ALSO CAN BE PROCESS TO BE GERM FREE AND  
RESPONSIBLE! AND PROFITABLE VALUE AND SAFE TO USE!  
RS. ALSO CAN SAVE MARKETING COMPANY'S IMPRESSION  
MANUFACTURING AND ALSO CAN BE AVAILABLE IN ASSORTED  
COLORS!



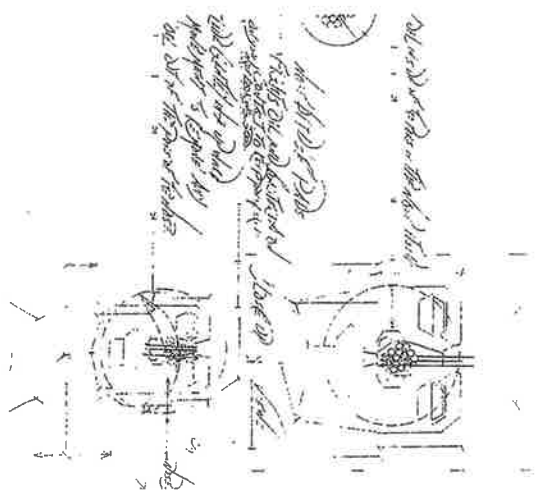
# NOSE BRIDGE

## PAD

*of 3000 feet and the  
existing structure remains  
that this is one of the  
the 2nd Army's 3rd Division*

EXHIBIT D. 1. This is one of the drawings that AIM  
never returned to me. That I mail to AIM back in  
Jul. 1, 1969. Or my Nose Bridge

25





ORIGINAL RECORD OF INVENTION AND DATE OF CONCEPTION TO AIM IN  
NOVEMBER 19, 1987.



AIM COMPUTER DATA DISC NUMBER P-2571

 **Over** 

By the Original Inventor's Story data disc Number P-2571

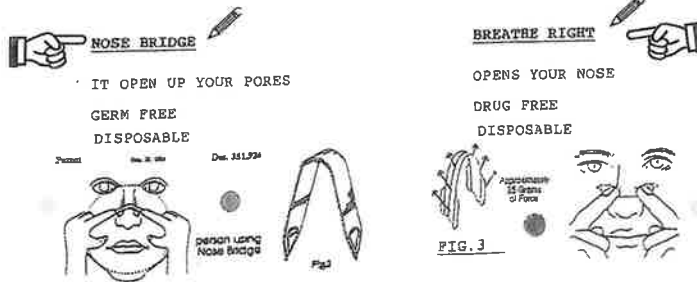
from the inventor: Morris Glover

The paragraph's that I found in Bruce C. Johnson's Inventor's  
Story Is similar to my paragraph's to AIM.


Here Is my example of Bruce C. Johnson's paragraph's in the  
fall of 1994. First. original box of the Breathe Right.

Compared to mine paragraph's to AIM in November 19, 1987.

DESCRIPTION




---

1.) Morris Glover: 

A. PARAGRAPH: at first I use to use a dull knife end of a letter opener to open and drain my pores from my nose.

B. PARAGRAPH: I been doing this for 10 yrs. so I got tired of doing this so I decided that this would be a better way to drain my nose. Plus also to keep away nose affections.

---

2.) Bruce C. Johnson: 

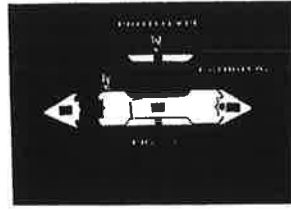
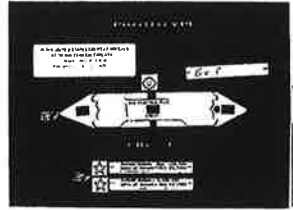
A. then one day it occurred to me instead of putting things inside my nose to push open my nostrils.

B. I would push small tubes or wire forms into my nostrils to improve my breathing Instead of helping me breath, many fell out or caused sores and sometimes Infections.

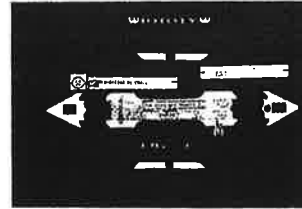
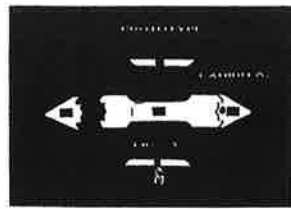


(440)735-1835

*Morris S. Glover Inventor*  
6361 STONHAVEN LN.  
BEDFORD HEIGHTS, OHIO 44146



-----  
A.-----B.



C.-----D.