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**COPY MAILED**

**DEC 07 2007**

In re Patent of	:	
Malak Yunan	:	<b>OFFICE OF PETITIONS</b>
Patent No. 6,006,671	:	
Issue Date: 12/28/1999	:	
Application No 08/724085	:	DECISION
Filing or 371(c) Date: 09/30/1996	:	ON PETITION
Title of Invention:	:	
HYBRID SHOCK TUBE/LEDC SYSTEM	:	
FOR INITIATING EXPLOSIVES	:	

This is a decision on the Request for Reconsideration of Petition under 37 CFR § 1.378(b), to reinstate the above-identified patent, filed September 5, 2007<sup>1</sup>.

The petition is **DENIED**.

#### Background

The patent issued December 28, 1999. Patentee could have paid the three and one half (3½) year maintenance fee between December 28, 2002, and June 28, 2003, without a surcharge, or within the six (6) month grace period between June 29, 2003 and December 28, 2003. Patentee failed to do so; accordingly, the patent became expired on December 29, 2003.

#### The November 20, 2006 petition

Patentee filed a petition to reinstate the above-identified patent on November 20, 2006, wherein Patentee asserted that the payment of the maintenance fee was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and since the petition was filed promptly after Patentee became aware of the expiration of the patent.

Patentee also asserts that the delay was unavoidable and was due to the death of his prior attorney; misdirection by the U.S. Patent Office<sup>2</sup>, and some unknown intervening fact (possible lost mail) that prevented payment from reaching the U.S. Patent Office.

<sup>1</sup> The petition fee and extension of time fee have been charged to Petitioner's credit card as authorized in the credit card authorization form.

Specifically, Patentee provided that his original attorney died, but Patentee also stated that he was aware of the need to pay the maintenance fee, and that he contacted this Office via telephone and was told this Office would send him materials. Soon thereafter, Patentee stated that he was contacted by Patent Renewal Service, and after sending a payment of \$125.00, Patentee says he received a package for paying he maintenance fee from Patent Renewal Service.

Patentee includes a copy of a Maintenance Fee Transmittal Form; however, Patentee is unable to account for the putatively-submitted check.

#### The June 6, 2007 Decision dismissing the petition

The petition was dismissed in a Decision mailed June 6, 2007. The Decision informed Petitioner that, regarding Patentee's assertion that he took reasonable steps to ensure timely payment of the maintenance fee, while Patentee obtained the appropriate forms, Patentee was unable to demonstrate that the maintenance fee payment was attempted. Patentee provided a copy of the Maintenance Fee Transmittal form, which at best was evidence of Patentee's intent to pay the maintenance fee. The check, putatively evidencing payment of the maintenance fee, was unaccounted for. As such, Patentee was unable to show that the payment of the maintenance fee was attempted, nor was Patentee able to show that the non-payment of the maintenance fee was unavoidable. Not only was Patentee unable to produce any evidence that an actual payment accompanied the Maintenance Fee Transmittal Form, Patentee had not provided any evidence that he followed-up to ensure that the maintenance fee payment was completed or to otherwise determine the fate of the putatively-submitted check. The required showing must enumerate the steps taken to ensure timely payment of the maintenance fee. Here, Patentee was unable to enumerate the steps taken regarding the actual payment, and admittedly had no clear recollection of the precise events surrounding the period of time that the maintenance fee payment was due in early 2003.

As to Patentee's assertion that the delay was unavoidable due to the death of his attorney, Patentee was advised that the Patent and Trademark Office must rely on the actions or inactions of duly authorized and voluntarily chosen representatives of the applicant, and applicant is bound by the consequences of those actions or inactions. Link v. Wabash, 370 U.S. 626, 633-34 (1962); Huston v. Ladner, 973 F.2d 1564, 1567, 23 USPQ2d 1910, 1913 (Fed. Cir. 1992); see also Haines v. Quigg, 673 F. Supp. 314, 317, 5 USPQ2d 1130, 1132 (D.N. Ind. 1987). Specifically, petitioner's delay caused by the actions or inactions of his voluntarily chosen representative does not constitute unavoidable delay. Also, Patentee was aware of the maintenance fee and that the maintenance fee was due despite the passing of his attorney. Patentee did not attempt to retain another attorney, instead, Patentee stepped into the shoes of the attorney when he decided to proceed without an attorney. Patentee may not rely on the passing away of his attorney to demonstrate that the failure to pay the maintenance fee was unavoidable. In fact, the attorney's death was not the cause of the failure to pay the maintenance fee.

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<sup>2</sup> In addition to Patentee's assertion that this Office said we would send Patentee certain materials, Patentee provides that the Maintenance Fee Transmittal Form listed his address, which led him to believe that everything was in order. Further Patentee states that the Patent Office mailed a maintenance fee reminder notice and a patent expiration notice to his dead attorney's obsolete address, which were not forwarded to the Patentee.

Regarding Patentee's assertion that he was mis-directed by the Patent Office, as iterated supra, under the statutes and rules, the Office has no duty to notify patentees of the requirement to pay maintenance fees or to notify patentees when the maintenance fees are due. Accordingly, Patentee may not rely upon the failure to receive a maintenance fee reminder to justify unavoidable delay in paying the maintenance fee. Patentee was informed that it is solely the responsibility of the patentee to assure that the maintenance fee is timely paid to prevent expiration of the patent. The lack of knowledge of the requirement to pay a maintenance fee and the failure to receive the Maintenance Fee Reminder will not shift the burden of monitoring the time for paying a maintenance fee from the patentee to the Office. Moreover, a reasonably prudent person in the exercise of due care and diligence would have taken steps to ensure the timely payment of such maintenance fees that did not include receipt of maintenance fee reminders from this Office.

Regarding Patentee's attempts to change the correspondence address, Patentee was advised that our rules require that separate matters – i.e., changes of correspondence address - must be submitted as separate papers. See, 37 CFR 1.4(c). Patentee was also advised that, in patented files: requests for changes of correspondence address, powers of attorney, revocations of powers of attorney, withdrawal of attorney and submissions under 37 CFR 1.501: Designation of, or changes to, a fee address, should be addressed to Mail Stop M Correspondence.

Finally, regarding Patentee's assertion that he contacted this Office via telephone and was told this Office would send him materials, Patentee was informed that all business with this Office must be conducted in writing, and that "The action of the Patent and Trademark Office will be based exclusively on the written record in the Office. No attention will be paid to any alleged oral promise, stipulation, or understanding in relation to which there is disagreement or doubt." 37 CFR 1.2.

#### The present request for reconsideration

Petitioner/Patentee files the present request for reconsideration and initially provides that, contrary to the Decision dismissing the petition, Patentee did in fact enumerate the steps taken to ensure timely payment of the maintenance fee. The steps reiterated include telephoning this Office about paying the maintenance fees; sending a payment to the Patent Renewal Service, mailing a Maintenance Fee Transmittal Form to this Office on February 24, 2003, and the Maintenance Fee Transmittal Form stated that \$440.00 was being submitted to this Office.

Patentee notes that the Decision dismissing the petition states that the "Patentee is unable to account for the putatively-submitted check." Patentee provides that the check would be unaccounted for if the check was lost by this Office. Moreover, Patentee asserts, payment was attempted. The attempt at payment is evidenced, Patentee asserts, by the language in the Maintenance Fee Transmittal Form, that states, in relevant part, "the undersigned has enclosed herewith payment of the current maintenance fee due for the above listed Patent." Petitioner argues that under the Federal Rules of Evidence the recorded recollection – the Maintenance Fee Transmittal Form - is conclusive, because this Office "has no proof that the maintenance fee was not mailed." Patentee specifically notes the Certificate of Mailing on the Maintenance Fee

Transmittal Form, wherein Applicant alleges that the maintenance fee was submitted with the Maintenance Fee Transmittal Form.

Patentee argues that the Petitioner's "previously submitted Declaration proved the timely mailing by virtue of a that the mailing supported with petitioner's statement that this record shows the mailing occurred."

As to the failure of Petitioner to follow-up to ensure that the maintenance fee payment was completed, or to otherwise determine the fate of the putatively-submitted check, follow-up, Petitioner notes, is not required under 37 CFR 1.378(c). Petitioner argues that, absent a return of the Maintenance Fee Transmittal Form by the United States Postal Service ("USPS"), Patentee is reasonable in concluding that this Office received the maintenance fee.

Finally, regarding the fate of the check, patentee asserts that reasonable care is all that is required, and the check could have been lost in the mail. Patentee attempts to analogize the payment of the maintenance fees to other payees who receive checks, where the payee provides information on lost checks, and where an unpaid water or sewer bill would result in the payee mailing a delinquency notice to the payer.

#### Applicable Law, Rules and MPEP

37 CFR 1.378(b) provides that a patent may be reinstated at any time following expiration of the patent for failure to timely pay a maintenance fee. A petition to accept late payment of a maintenance fee, where the delay was unavoidable, must include:

- (A) the required maintenance fee set forth in 37 CFR 1.20(e)-(g);
- (B) the surcharge set forth in 37 CFR 1.20(i)(1); and
- (C) a showing that the delay was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that the petition was filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent.

The required showing must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly. Furthermore, an adequate showing requires a statement by all persons with direct knowledge of the cause of the delay, setting forth the facts as they know them. Copies of all documentary evidence referred to in a statement should be furnished as exhibits to the statement. (Emphasis supplied).

As language in 35 U.S.C. § 41(c)(1) is identical to that in 35 U.S.C. § 133 (i.e., "unavoidable" delay), a late maintenance fee for the unavoidable delay standard is considered under the same standard for reviving an abandoned application under 35 U.S.C. § 133. See Ray v. Lehman, 55 F.3d 606, 608-09, 34 USPQ2d 1786, 1787 (Fed. Cir. 1995) (quoting In re Patent No. 4,409,763, 7 USPQ2d 1798, 1800 (Comm'r Pat. 1988), aff'd sub nom. Rydeen v. Quigg, 748 F. Supp. 900, 16 USPQ2d 1876 (D.D.C. 1990), aff'd, 937 F.2d 623 (Fed. Cir. 1991) (table), cert. denied, 502 U.S. 1075 (1992)). See MPEP § 711.03(c) for a general discussion of the "unavoidable" delay standard.

Because 35 U.S.C. § 41(c) requires the payment of fees at specified intervals to maintain a patent in force, rather than some response to a specific action by the Office under 35 U.S.C. § 133, a reasonably prudent person in the exercise of due care and diligence would have taken steps to ensure the timely payment of such maintenance fees. Ray, 55 F.3d at 609, 34 USPQ2d at 1788. That is, an adequate showing that the delay in payment of the maintenance fee at issue was “unavoidable” within the meaning of 35 U.S.C. § 41(c) and 37 CFR 1.378(b)(3) requires a showing of the steps taken to ensure the timely payment of the maintenance fees for this patent. Id. Thus, where the record fails to disclose that the patentee took reasonable steps, or discloses that the patentee took no steps, to ensure timely payment of the maintenance fee, 35 U.S.C. 41(c) and 37 CFR 1.378(b)(3) preclude acceptance of the delayed payment of the maintenance fee under 37 CFR 1.378(b).

In view of the requirement to enumerate the steps taken to ensure timely payment of the maintenance fee, the patentee’s lack of knowledge of the need to pay the maintenance fee and the failure to receive the Maintenance Fee Reminder does not constitute unavoidable delay. See Patent No. 4,409,763, supra. See also Final Rule entitled “Final Rules for Patent Maintenance Fees,” published in the Federal Register at 49 Fed. Reg. 34716, 34722-23 (August 31, 1984), and republished in the Official Gazette at 1046 Off. Gaz. Pat. Office 28, 34 (September 25, 1984). Under the statutes and rules, the Office has no duty to notify patentee of the requirement to pay maintenance fees or to notify patentee when the maintenance fee is due. It is solely the responsibility of the patentee to ensure that the maintenance fee is paid timely to prevent expiration of the patent. The failure to receive the reminder notice will not shift the burden of monitoring the time for paying a maintenance fee from the patentee to the Office. Thus, evidence that despite reasonable care on behalf of the patentee and/or the patentee’s agents, and reasonable steps to ensure timely payment, the maintenance fee was unavoidably not paid, could be submitted in support of an argument that the delay in payment was unavoidable.

Moreover, the Patent and Trademark Office must rely on the actions or inactions of duly authorized and voluntarily chosen representatives of the applicant, and applicant is bound by the consequences of those actions or inactions. Link v. Wabash, 370 U.S. 626, 633-34 (1962); Huston v. Ladner, 973 F.2d 1564, 1567, 23 USPQ2d 1910, 1913 (Fed. Cir. 1992); see also Haines v. Quigg, 673 F. Supp. 314, 317, 5 USPQ2d 1130, 1132 (D.N. Ind. 1987). Specifically, petitioner's delay caused by the actions or inactions of his voluntarily chosen representative does not constitute unavoidable delay within the meaning of 35 USC 133 or 37 CFR 1.137(a). Haines v. Quigg, 673 F. Supp. 314, 5 USPQ2d 1130 (D. Ind. 1987); Smith v. Diamond, 209 USPQ 1091 (D.D.C. 1981); Potter v. Dann, 201 USPQ 574 (D.D.C. 1978); Ex parte Murray, 1891 Dec. Comm’r Pat. 130, 131 (Comm’r Pat. 1891). In re Mattullath, 38 App. D.C. 497, 514-15 (1912)(quoting Ex parte Pratt, 1887 Dec. Comm’r Pat. 31, 32-33 (1887)); see also Winkler v. Ladd, 221 F. Supp. 550, 552, 138 USPQ 666, 167-68 (D.D.C. 1963), aff’d, 143 USPQ 172 (D.C. Cir. 1963); Ex parte Henrich, 1913 Dec. Comm’r Pat. 139, 141 (1913).

### Opinion

The standard requires that the Patentee ensure timely payment of the maintenance fee. Here, Patentee alleges that payment of the maintenance fee was submitted; however, the Patentee

failed to ensure timely payment of the maintenance fee. Patentee argues that the rule does not require a Patentee to follow-up; however, the rule does place the burden on Patentee to ensure the timely payment of the maintenance fee. The standard is that of a reasonable person in relation to his most important business. A reasonable person, in dealing with his most important business, would have taken steps to ensure the timely payment of the maintenance fee. Patentee asserts, and contrary to the Decision, that payment was attempted. The attempt at payment is evidenced, Patentee asserts, by the language in the Maintenance Fee Transmittal Form, that states, in relevant part, "the undersigned has enclosed herewith payment of the current maintenance fee due for the above listed Patent." Patentee argues that under the Federal Rules of Evidence the recorded recollection – the Maintenance Fee Transmittal Form - is conclusive, because this Office "has no proof that the maintenance fee was not mailed."

Patentee is advised that it is solely the responsibility of the patentee to assure that the maintenance fee is timely paid to prevent expiration of the patent. Moreover, the purpose of the unavoidable standard is to encourage diligence before this Office. Here, the maintenance fee was due on June 28, 2003, and the patent expired on December 29, 2003. Patentee asserts that a payment was sent on February 24, 2003. Patentee, however, failed to ensure that the maintenance fee was paid. Patentee has copies of correspondence from the Patent Renewal Service, a copy of the check sent the Patent Renewal Service, and copies of telephone logs evidencing a telephone call to this Office made in December, 2002, as well as copies of the Maintenance Fee Transmittal Form and copies of his bank statement, but no copies of the putatively-submitted check, or any evidence that the Patentee attempted to ensure that the maintenance fee was timely paid. Patentee asserts that he wrote a check to pay what must be considered his most important business, but did not follow-up with his bank or this Office to ensure that timely payment of the maintenance fee has occurred. In Donnelley & Sons Company v. Dickinson, 123 F.Supp 2d 456 (N.D. Ill. 2000), the Patentee failed to monitor the payment of the maintenance fees. The court, in finding that the delay was not unavoidable, stated that "had Petitioner exercised the due care of a reasonably prudent person, Petitioner would have been able to correct the situation in a timely fashion." Id., at p.459. The court found that the plaintiff failed to establish the diligence that is generally used and observed by 'prudent and careful men in relation to their most important business.'" Id., at p. 461. Likewise here, had the Patentee exercised the due care of a reasonably prudent person in relation to his most important business, Patentee would have been able to correct the situation in a timely fashion.

Patentee argues that the "previously submitted Declaration proved the timely mailing by virtue of a that the mailing supported with petitioner's statement that this record shows the mailing occurred." The evidence presented supports a finding that a Maintenance Fee Transmittal Form was mailed; however, the evidence is far from conclusive that the maintenance fee was paid. Contrary to Patentee's assertion that, because this office has no evidence that the maintenance fee was not mailed, the Maintenance Fee Transmittal Form is conclusive, it is because this Office has no evidence that the maintenance fee was paid that the Maintenance Fee Transmittal Form is not conclusive. It is solely the responsibility of the patentee to ensure that the maintenance fee is timely paid to prevent expiration of the patent. It is not the responsibility of this Office to demonstrate whether the maintenance fee was mailed. The evidence submitted fails to demonstrate that the maintenance fee was submitted to this Office. The check could simply have

been omitted, especially since Patentee admits that his checkbook register does not indicate that a check was drafted to cover the maintenance fee.

Patentee specifically notes the Certificate of Mailing on the Maintenance Fee Transmittal Form, wherein Applicant certifies that the maintenance fee was submitted with the Maintenance Fee Transmittal Form. The MPEP discusses the situation where this Office will withdraw a holding of abandonment<sup>3</sup> based upon evidence that a reply was timely filed using a certificate of mailing under 37 CFR 1.8. The MPEP 711.03(c) provides:

Where a certificate of mailing under 37 CFR 1.8, but not a postcard receipt, is relied upon in a petition to withdraw the holding of abandonment, see 37 CFR 1.8(b) and MPEP § 512. As stated in 37 CFR 1.8(b)(3) the statement that attests to the previous timely mailing or transmission of the correspondence must be on a personal knowledge basis, or to the satisfaction of the Director of the USPTO. If the statement attesting to the previous timely mailing is not made by the person who signed the Certificate of Mailing (i.e., there is no personal knowledge basis), then the statement attesting to the previous timely mailing should include evidence that supports the conclusion that the correspondence was actually mailed (e.g., copies of a mailing log establishing that correspondence was mailed for that application). When the correspondence is shown to have been timely filed based on a certificate of mailing, the correspondence is entered into PALM with the actual date of receipt (i.e., the date that the duplicate copy of the papers was filed with the statement under 37 CFR 1.8).

37 CFR 1.8(b) also permits applicant to notify the Office of a previous mailing or transmission of correspondence and submit a statement under 37 CFR 1.8(b)(3) accompanied by a duplicate copy of the correspondence when a reasonable amount of time (e.g., more than one month) has elapsed from the time of mailing or transmitting of the correspondence. Applicant does not have to wait until the application becomes abandoned before notifying the Office of the previous mailing or transmission of the correspondence. Applicant should check the private Patent Application Information Retrieval (PAIR) system for the status of the correspondence before notifying the Office. See MPEP § 512.

Initially it is noted that a statement attesting to the previous timely mailing or transmission, on a personal knowledge basis, or to the satisfaction of the Director, is required. In the petition filed November 20, 2006, the Patentee stated that he “no longer ha[s] a clear recollection of the precise events of early 2003....” In the present request for reconsideration of petition, filed more than nine (9) months after the initial petition, the Patentee now states based upon 1) the Patentee’s signature on the certificate of mailing when he had a fresh knowledge of the facts regarding payment of the maintenance fee; 2) the Patentee’s belief today that the certificate of mailing and

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<sup>3</sup> As language in 35 U.S.C. 41(c)(1) is identical to that in 35 U.S.C. 133 (i.e., “unavoidable” delay), a late maintenance fee for the unavoidable delay standard is considered under the same standard for reviving an abandoned application under 35 U.S.C. 133. See *Ray v. Lehman*, 55 F.3d 606, 608-09, 34 USPQ2d 1786, 1787 (Fed. Cir. 1995) (quoting *In re Patent No. 4,409,763*, 7 USPQ2d 1798, 1800 (Comm’r Pat. 1988), *aff’d sub nom. Rydeen v. Quigg*, 748 F. Supp. 900, 16 USPQ2d 1876 (D.D.C. 1990), *aff’d*, 937 F.2d 623 (Fed. Cir. 1991) (table), *cert. denied*, 502 U.S. 1075 (1992)).

the Transmittal Form of Exhibit D correctly reflects his knowledge around February 24, 2003, and 3) the statement in the Maintenance Fee transmittal Form, that a maintenance fee in the amount of \$440 was mailed to the US Patent Office on February 24, 2003, he “believe[s] the maintenance fee was timely mailed to the US Patent Office on February 24, 2003.” Declaration of Patent Owner filed with the November 20, 2006 Petition at pp. 1, 2. (Emphasis supplied).

The Patentee has not, on a personal knowledge basis, attested to the timely mailing of the maintenance fee. Instead, the Patentee’s statement of his belief that the maintenance fee was paid is “based upon the foregoing” Maintenance Fee Transmittal Form and the certificate of mailing thereon. Id.

Where, as here, there is no personal knowledge basis, then the statement attesting to the previous timely mailing should include evidence that supports the conclusion that the correspondence was actually mailed (e.g., copies of a mailing log establishing that correspondence was mailed for that application). Patentee has copies of correspondence from the Patent Renewal Service, a copy of the check sent the Patent Renewal Service, and copies of telephone logs evidencing a telephone call to this Office made in December, 2002, as well as copies of the Maintenance Fee Transmittal Form and copies of his bank statement, but no copies of the putatively-submitted check, or any documentary evidence outside of the Maintenance Fee Transmittal Form, which includes the certificate of mailing, and applicant’s own declaration, that supports the conclusion that the check was actually mailed. (Emphasis supplied).

37 CFR 1.8(b) also permits applicant to notify the Office of a previous mailing or transmission of correspondence and submit a statement under 37 CFR 1.8(b)(3) accompanied by a duplicate copy of the correspondence when a reasonable amount of time (e.g., more than one month) has elapsed from the time of mailing or transmitting of the correspondence. Patentee, however, is unable to provide a duplicate copy of the correspondence to wit – the check.

Patentee has thus failed to demonstrate, under the certificate of mail provisions of 37 CFR 1.8, that the maintenance fee was submitted to this Office.

Patentee emphasizes the Maintenance Fee Transmittal Form as evidence of the timely mailing of the maintenance fee; however, a review of the form reveals that the form instructed the Patentee that “[i]f you do not receive the Maintenance Fee Statement from the PTO within a few months of filing, call the PTO Maintenance Fee Office at (703) 308-5069 to obtain the status of your patent and maintenance fee payment.” Contrary to this instruction, Patentee has not provided any evidence that he checked the status of his patent until he had heard reports of prospective interest in his patent by two firms, in 2006. As the court stated in Ray v. Lehman, 55 F. 3d 606 (C.A.F.C. 1995), the PTO’s regulations set forth how one is to prove he was reasonably prudent, i.e. what steps he took to ensure that the maintenance fee would be timely paid, and the steps taken to reinstate the patent. Id., at 609. Here, the patent expired December 29, 2003. Patentee must demonstrate that the entire period of delay, from the time the patent expired to the filing of a grantable petition to reinstate the patent, was unavoidable. Patentee has failed to demonstrate that he acted with the diligence required of a reasonable man in relation to his most important business because, after allegedly writing a check four months prior to the due date for paying the maintenance fee, and ten (10) months prior to the expiration of the patent, Patentee failed to



ensure that the maintenance fee was timely paid. Diligence is not whether the Patentee knew, but what steps the Patentee took to inform himself that the maintenance fee was not timely paid.

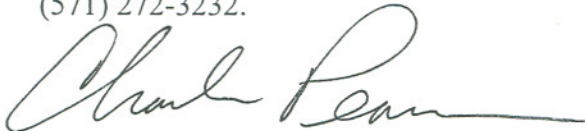
Patentee attempts to analogize the payment of the maintenance fees to other payees who receive checks, where the payee provides information on lost checks, and where an unpaid water or sewer bill would result in the payee mailing a delinquency notice to the payer. As states *supra*, the Office has no duty to notify patentees of the requirement to pay maintenance fees or to notify patentees when the maintenance fees are due. It is solely the responsibility of the patentee to ensure that the maintenance fee is paid timely to prevent expiration of the patent. (Emphasis supplied).

#### Decision

The instant petition under 37 CFR 1.378(e) is granted to the extent that the decision of November 20, 2007 has been reconsidered; however, the renewed petition to accept under 37 CFR 1.378(e) the delayed payment of a maintenance fee and reinstate the above-identified patent is **DENIED**.

This patent file is being forwarded to the Files Repository.

Telephone inquiries concerning this matter should be directed to Attorney Derek L. Woods at (571) 272-3232.



Charles Pearson  
Director  
Office of Petitions