

Mail Stop 24  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

Re: Reply to Complaint of Julie Bright, dated 12/20/2021

Dear Sir or Madam;

This letter is in response to the above referenced complaint, filed by Ms. Julie Bright, against Davison Design and Development, Inc. (Davison). Ms. Bright was fully informed of all services and fees before she entered any contract for services. Davison performed the contracted services with her approval and authorization. The gravamen of her complaint is that her product idea was not licensed. That fact does not invalidate the services which were provided. The reality is that the product development process provides no guarantees of a license or of a financial gain. The contracts and disclosures are explicit in this regard. From the time of an initial contact, through the research and development of a new product idea, to the presentation of a client's idea, an open channel of communication is maintained, disclosing the services, fees and historical licensing data upfront and securing the client's approval and authorization throughout the process. The disclosures and contracts are simply written with no "fine print" provisions. It is simply not possible to be more upfront about the fees, services and risks. Unfortunately, despite best efforts, clients are occasionally dissatisfied, particularly when their product ideas are not licensed.

Ms. Bright initiated contact with Davison by submitting an idea through its website on 12/23/2019. The electronic submission system utilized by Davison makes it impossible for a client to submit an idea without having two separate disclosures displayed in a printable and savable format. It is important to note that the disclosures are made BEFORE the Client enters any service contract or makes any payment to Davison. Among the disclosures is a detailed statement of the historical track record of securing a license for a client project. She acknowledged, via an electronic signature, that she both received and read these disclosures.

She then entered two contracts for services; a pre-development (PD) agreement for research services and a product development agreement for the design and construction of a model and presentation services (PDRA). The initial pre-development research was conducted and the compilation of information provided to Ms. Bright. Following that service, the development and presentation services were performed. Ms. Bright provided no less than six (6) signed approvals of the various stages of product development. A total of forty-one (41) companies were contacted with regard to her product idea. None of the companies contacted chose to license the product idea. Despite the services having been provided with her approval and authorization, she filed the current complaint.

As stated above, the essence of her complaint is that she did not receive a financial gain. The simple truth is; there is no guarantee that a particular product idea will be licensed, much less a guarantee of a financial gain. Davison does not provide

evaluations of the commercial potential of a product idea, much less any form of guarantee that a particular product will be licensed. Davison goes to great lengths to communicate this to its clients. Ms. Bright was repeatedly provided with this information, specifically in;

Disclosures:

“Davison does not offer evaluations of idea submissions for commercial potential...”

The historical licensing data including the number of clients to have received a license and the number of clients who have received a financial gain are provided.

Pre-Development Agreement:

“Client acknowledges that Davison has made no claim or warranty that Davison will be able to consummate a License Agreement, or find a Licensee willing to compensate Client for his or her product and/or design. Client acknowledges that Davison has not made any representations concerning the potential of Client's Product to be marketed, licensed, patented or to make a profit for Client. Davison has not evaluated the Product;”

PDRA: “Inventor acknowledges that Davison has made no claim or warranty that Davison will be able to consummate a license agreement, find a licensee willing to compensate Inventor for the Invention, or that the Invention will be profitable. Inventor acknowledges that Davison has not and will not evaluate the commercial potential of the Idea and has not disclosed it to anyone. Thus, there is no way of knowing at this time if any corporation will license, buy or pay royalties for the Invention once it has been developed. Davison's offer of services for upfront consideration and for a portion of royalties is not a representation by Davison that the idea has merit or that development is likely to result in a license or payments to Inventor.”

With regard to receiving an explanation, or feedback, from the companies that were contacted, Davison cannot provide to its clients that which is not provided to it. The PD contract explicitly states: “Unless a Licensee proposes a License Agreement or wants to discuss possible changes to the product, few Licensees provide written feedback or responses to a licensing presentation.”

In light of the numerous disclosures provided to Ms. Bright, her signed approval and signed authorization, any alleged complaint is simply not credible. Copies of all signed approvals, authorizations and questionnaires are available upon request.

Sincerely,

David M. DeMay  
Patent Counsel

Davison Design and Development, Inc.  
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