UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
www.uspto.gov
DIW Jun-09

Paper No. __

GARY L. BENNIS
630 LAMPLIGHTER CT.
EAU CLAIRE, WI 54703

MAILED

JUN 18 2009

OFFICE OF PETITIONS

In re Patent No. 5,159,774	:	
Issue Date: 3 November, 1992	:	
Application Number: 07/822,748	:	
Filing Date: 21 January, 1992	:	ON PETITION
Attorney Docket No.: 4608	:	

This is a decision on the petition filed on 7 November, 2008, and resubmitted on 25 November, 2008, which is treated as a petition under 37 C.F.R. §1.378(e) requesting reconsideration of a petition for acceptance of payment of a maintenance fee for the above-referenced patent as having been delayed due to unavoidable delay. (See: 37 C.F.R. §1.378(e).[1])

> **NOTE:** The address on the petition is other than that of record. A courtesy copy of this decision will be mailed to Petitioner. However, all future correspondence will be directed to the address of record until such time as appropriate instructions are received to the contrary.

The request to accept the delayed payment of the maintenance fee is **DENIED**.[2]

BACKGROUND

The patent issued on 3 November, 1992. The third maintenance fee could have been paid during the period from 3 November, 2003, through 3 May, 2004, or, with a surcharge, during the period

---

[1] A grantable petition to accept a delayed maintenance fee payment under 37 C.F.R. §1.378(b) must be include:
(1) the required maintenance fee set forth in §1.20(e) through (g);
(2) the surcharge set forth in §1.20(I)(1); and
(3) 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 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.

[2] This decision may be regarded as a final agency action within the meaning of 5 U.S.C. §704 for purposes of seeking judicial review. See MPEP §1002.02.

from 4 May through 3 November, 2004. Accordingly, the patent expired after midnight 3 November, 2004, for failure to pay timely the third maintenance fee.

The instant petition under 37 C.F.R. §1.378(e) was filed on 7 November, 2008. (The original petition under 37 C.F.R. §1.378(b) was filed on 31 December, 2007.) The instant petition for reconsideration was resubmitted on 25 November, 2008. Under the authorization in the request for reconsideration, the $400.00 petition fee required herein is charged to Deposit Account 50-2923.

STATUTE AND REGULATION

The grant of authority at 35 U.S.C. §41(c)(1) provides that:

> The Director may accept the payment of any maintenance fee required by subsection (b) of this section...after the six-month grace period if the delay is shown to the satisfaction of the Director to have been unavoidable.

The regulations at 37 C.F.R. §1.378(b)(3) set forth that any petition to accept delayed payment of a maintenance fee must include:

> 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 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.

OPINION

The Director may accept late payment of the maintenance fee under 35 U.S.C. §41(c) and 37 C.F.R. §1.378(b) if the delay is shown to the satisfaction of the Director to have been "unavoidable."[3]

A late maintenance fee is considered under the same standard as that for reviving an abandoned application under 35 U.S.C. §133 because 35 U.S.C. §41(c)(1) uses the identical language, i.e.,

[3] 35 U.S.C. § 41(c)(1).

"unavoidable" delay.[4] Decisions reviving abandoned applications have adopted the reasonably prudent person standard in determining if the delay was unavoidable.[5] In addition, decisions on revival are made on a "case-by-case basis, taking all the facts and circumstances into account."[6] Finally, a petition to revive an application as unavoidably abandoned cannot be granted where a Petitioner has failed to meet his or her burden of establishing the cause of the unavoidable delay.[7]

As is clear from the original (19 December, 2007) statements and the supplemental (7 November, 2008) statements of Gary Bennis (Mr. Bennis) and his wife Ann Bennis (Ms. Bennis), Petitioner and his wife:

- Had or created no maintenance fee docketing system before the first maintenance fee was due;
- Paid the first maintenance fee upon Notice from their former Counsel, Carl Johnson (former-Petitioner herein);
- Had or created no maintenance fee docketing system before the second maintenance fee was due;
- Paid the second maintenance fee upon Notice from the Office;
- Had or created no maintenance fee docketing system before the third maintenance fee was due;
- All the while acknowledging their lack of familiarity with patent and maintenance fee issues, nonetheless failed to follow up with any inquiry—written, telephonic or internet—to the Office <u>or</u> inquiry to their attorney to ascertain the actual requirements surrounding the payment and satisfaction of maintenance fee responsibilities; and
- Finally, because they failed to have a mechanism in place to prompt or otherwise trigger their timely payment of the third maintenance fee, and, thus, failed to pay the maintenance fee when due, or within the six month "grace period" with a

---

[4] *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)).

[5] *Ex parte Pratt*, 1887 Dec. Comm'r Pat. 31, 32-33 (Comm'r Pat. 1887) (the term "unavoidable" "is applicable to ordinary human affairs, and requires no more or greater care or diligence than is generally used and observed by prudent and careful man in relation to their most important business"); *In re Mattullath*, 38 App. D.C. 497, 514-15 (D.C. Cir. 1912); *Ex parte Henrich*, 1913 Dec. Comm'r Pat. 139, 141 (Comm'r Pat. 1913).

[6] *Smith v. Mossinghoff*, 671 F.2d 533, 538, 213 USPQ 977, 982 (D.C. Cir. 1982).

[7] *Haines v. Quigg*, 673 F. Supp. 314, 5 USPQ2d 1130 (N.D. Ind. 1987).

small surcharge, or thereafter within 24 months of the expiration with a surcharge as required for maintenance fees unpaid due to unintentional delay.

It is helpful to return briefly to what previously was known about this matter, and so better to contrast the arguments made by and presented in the successive petitions declarations by Mr. Bennis and the successive declarations by Ms. Bennis.

- Patentee Mr. Bennis declares that (*see*: Mr. Bennis' declaration of 19 December, 2007, items 1 – 23.):

- He decided in his effort to cut expenses during the start-up of his business about the due date of the first maintenance fee that he would not have Mr. Johnson handle payment of maintenance fees;

- He depended instead upon his wife Ms. Bennis to handle the mechanics of maintenance fee payment(s); and

- His wife thought that she would receive a notice of payment due from the Office, and so failed to calendar payment of the third/last maintenance fee.

(Notably, Mr. Bennis' statement as to his understanding of the term of the patent originally granted in this matter may not be consistent with the applicable provisions of law, and Petitioner's attention is drawn to the guidance in the Commentary at MPEP 2701.[8])

Further, Ms. Bennis declares (*see*: Ms. Bennis' declaration of 19 December, 2007, items 1 – 26.) that she:

- Responded to the Notice from the Office to pay the second maintenance; and

---

[8] Petitioner's attention is drawn to the guidance in the Commentary at MPEP §2701, which provides in pertinent part:

> For applications filed on or after June 8, 1995, Section 532(a)(1) of the Uruguay Round Agreements Act (Pub. L. 103-465, 108 Stat. 4809 (1994)) amended 35 U.S.C. §154 to provide that the term of a patent (other than a design patent) begins on the date the patent issues and ends on the date that is twenty years from the date on which the application for the patent was filed in the United States or, if the application contains a specific reference to an earlier filed application or applications under 35 U.S.C. §120, §121 or §365(c), twenty years from the filing date of the earliest of such application(s). This patent term provision is referred to as the "twenty-year term." Design patents have a term of fourteen years from the date of patent grant. See 35 U.S.C §173 and MPEP §1505.
>
> All patents (other than design patents) that were in force on June 8, 1995, or that issued on an application that was filed before June 8, 1995, have a term that is the greater of the "twenty-year term" or seventeen years from the patent grant. See 35 U.S.C. §154(c). A patent granted on an international application filed before June 8, 1995, and which entered the national stage under 35 U.S.C. §371 before, on or after June 8, 1995, will have a term that is the greater of seventeen years from the date of grant or twenty years from the international filing date or any earlier filing date relied upon under 35 U.S.C. §120, §121 or §365(c).

- Believed that she (or her husband) would receive from the Office notice of any further payment due.

Both of these declarations ignore the express language of 6 November, 1992 letter (attached to the 31 December, 2007, petition as Exhibit A) that:

- Transmits the '774 patent from former Counsel Carl L. Johnson (Mr. Johnson) to Mr. Bennis;

- Expressly sets forth therein the payment due dates for the first, second and third maintenance fees, and cautions that these dates should be calendared.

Further, the 24 January, 1996, letter from Mr. Johnson to Mr. Bennis (attached as Exhibit 2 to the 7 November, 2008, petition) confirms that Mr. Bennis was to take over responsibility for the calendaring and payment of the "additional maintenance fees *** due at seven and eleven years from the grant date *** [and] the fact that the maintenance fees have been increasing annually." A brief penultimate paragraph cautions, "This is the only reminder we will send you."

The Office has made clear to patent holders that they, not the Office, are responsible for ensuring timely payment of maintenance fees due, and that the Office has no responsibility for notifying patent holders of maintenance fee payment due dates.

The Commentary at MPEP §2590 provides in pertinent part:

> 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 do 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). <u>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. 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</u>. (Emphasis supplied.)

Patent No. 5,159,774
Application Number: 07/822,748

Submitted on
Request for Reconsideration

New Counsel Petitioner William D. Hare (Reg. No. 44,739) submits new statements of Mr. Bennis and Ms. Bennis.

- Patentee Mr. Bennis asserts, in essence, that he relied upon his wife Ms. Bennis to handle payments of bills of the business—including the mechanics of maintenance fee payment(s)—and his wife thought that she would receive a notice of payment due from the Office, and so failed to calendar payment of the third/last maintenance fee. (*See*: Mr. Bennis' declaration 7 November, 2008, items 1 – 16.)

Further, Ms. Bennis asserts that she responded to the notice from the Office (and the request from her husband) to pay the second maintenance; she believed that she (or her husband) would receive from the Office notice of any further payment due; and she chose to put the Notice she did receive from the Office in a file for the '774 patent, rather in the "bill-to-pay" file, which she used as the calendaring system for payment of bills of her husband's business. (*See*: Ms. Bennis' declaration of 7 November, 2008, items 1 – 10.)

Thus, between the 11 September, 2008, decision dismissing the original petition and the 7 November, 2008, filing of the renewed petition, Mr. and Ms. Bennis have re-characterized their failure to have in place a functioning docketing/tickler/calendaring system to keep track of the due date of (and so be able to pay timely) the third maintenance fee as "a result of [Ms. Bennis'] incorrect filing of the <u>second</u> maintenance fee reminder in the patent file for the '774 patent rather than [in] the bills-to-pay file." (The 7 November, 2008, Supplemental Declaration of Ann Bennis, Page 1, Item 6. Emphasis supplied.)

The problem, they now contend, was not that there was no docketing system in place—rather, the system they had in place failed.

This argument is not convincing:

(a) the Notice to which Ms. Bennis refers is in fact the Notice for the second maintenance fee—not for the third maintenance fee; and

(b) assuming *in arguendo* that Mr. and Ms. Bennis intended to use the second maintenance fee Notice as a tickler for payment of the third maintenance fee, it is notable that they attached a copy of that Notice as Exhibit B for the original petition filed on 31 December, 2007, and while the copy reflects handwritten

> notes specifically as to the check number, the payment amount, and the date of payment as to the second maintenance fee, nowhere on that copy is there a reference to a due date or future payment due for the third maintenance fee as there would be were Petitioners using or intending to use the old Notice as a place mark for one of several other future "bills-to-pay."

Petitioner appears to have ignored the explicit requirements set forth in the 11 September, 2008, decision as to Petitioner's burden on renewed petition:

> ***
>
> The regulations at 37 C.F.R. §1.378(b)(3) state that any petition to accept delayed payment of a maintenance fee must include:
>
> > 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 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.
>
> In any future filing, this showing should include, but is not limited to, docket records, tickler reports, and file jacket entries for this application, and documents regarding the alleged cause of the delay and copies of any documents referred to in Petitioner's statement as to the cause of the unavoidable delay are required. All the causes which contributed to the failure to timely pay the maintenance fee must be presented and supported with appropriate evidence.[9] (In general, a Petitioner should identify the party(ies) responsible for making the payment: A showing must be made (with supporting documents) outlining the efforts made to ensure timely payment of the maintenance fee--including scheduling and calendaring information, appointment of an individual with the authority and responsibility to pay the fee, and detailing of the causes for a failure in that process.)
>
> ***

Instead Petitioner submitted but generalities, with little substance and no documentation supporting the averments—particularly the averments of what was not done.

---

[9] The showing must also enumerate 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. Statements from all persons who contributed to the delay are also required.

This petition does not satisfy the requirement of 37 C.F.R. §1.378(b)(3). As discussed below, the statements and documents presented in the petition fail to satisfy the showing required to establish unavoidable delay within the meaning of 37 C.F.R. §1.378(b).

The statute, 35 U.S.C. §41(c)(1), does not require an affirmative finding that the delay was avoidable, but only an explanation as to why the Petitioner has failed to carry his or her burden to establish that the delay was unavoidable.[10] The statute, 35 U.S.C. §133, does not require the Commissioner to affirmatively find that the delay was avoidable, but only to explain why the applicant's petition was unavailing. Petitioner is reminded that it is the patentee's burden under the statutes and regulations to make a showing to the satisfaction of the Director that the delay in payment of a maintenance fee is unavoidable.[11]

Because 35 U.S.C. § 41(b) 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.[12] 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 C.F.R. §1.378(b)(3) requires a showing of the steps taken by the responsible party to ensure the timely payment of the second maintenance fee for this patent.[13]

There are three periods to be considered during the evaluation of a petition under 37 C.F.R. §1.378(b):

(1) The delay in reply that originally resulted in expiration;

(2) The delay in filing an initial petition pursuant to §1.378(b) to reinstate the patent; and

(3) The delay in filing a grantable petition pursuant to §1.378(b) to reinstate the patent.[14]

At the outset, the showing is not persuasive with regards to items (1) and (2).

As to Item (1): Petitioner has provided no clear explanation supported by documentary evidence as to the mechanism by which the delay occurred with the resulting expiration of the instant patent.

---

10 *See Commissariat A. L'Energie Atomique v. Watson*, 274 F.2d 594, 597, 124 USPQ 126, 128 (D.C. Cir. 1960).

11 *See 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); *Ray v. Lehman, supra*.

12 *Ray*, 55 F.3d at 609, 34 USPQ2d at 1788.

13 *Id.*

14 *See* Changes to Patent Practice and Procedure; Final Rule Notice, 62 Fed. Reg. 53131 at 53158 (October 10, 1997).

The 7 November, 2008, petition states:

- (At page 3 (top)): "*** Mr. Bennis paid the [first]maintenance fee based solely on his reliance on a January 15, 1996[,] reminder letter from Mr. Johnson, not the November 6, 1992[,] letter (Exhibit A)."

- (At pages 3 - 4): "[P]ayment of [the second] maintenance fee was similarly based upon a fortuitous event. As stated in the declaration of Gary Bennis filed in the Petition dated December 31, 2007, *** Mr. Bennis paid the second maintenance fee based soley as a result of receipt of the second maintenance fee reminder (Exhibit B of Petition), not as a result of the November 6, 1992[,] letter (Exhibit A ***."

Not only has Petitioner failed to establish that there ever was a system in place after Mr. Bennis took over payment of the maintenance fees from Mr. Johnson in 1996 to ensure that the second and third maintenance fees would be paid—he proclaims that payments of the first and second maintenance fees were "fortuitous." Giving Petitioner's statements the broadest interpretation that could be given:

- The "system" presented relates only to the activities of Petitioner's attorney before the first maintenance fee was due and not to Petitioner thereafter;

- The payment of the second maintenance fee occurred because of Mr. Bennis' happenstance receipt of Notice from the Office; and

- By the time the third maintenance fee came due, there was no attorney with a system in place to backstop Mr. Bennis and no good fortune to ensure mail receipt of Notice from the Office.

Petitioner attempts to shift the burden to Ms. Bennis. Petitioner states:

- (At page 5): "Mr. Bennis recognized that relying solely upon him to remember and pay maintenance fees on the '774 Patent was not an adequate system. Therefore, Mr Bennis asked [Ms. Bennis] to pay the second maintenance fee and handle subsequent maintenance fees."

- (At page 5): "[Ms. Bennis] regularly handles the invoicing and payments for Mr. Bennis's company Rods-N-Bobbs. In the regular course of business [Ms. Bennis] uses her

> bills-to-pay file as a docketing system to ensure that bills owed by Rods-N-Bobbs are paid in a timely manner."

Strangely, after contending that Ms. Bennis made a mistake and failed to put the second maintenance fee Notice bills-to-pay file, Petitioner then contends (at page 5) that Ms. Bennis "did not place a reminder in the bills-to-pay file to pay the third maintenance fee because she 'believed that the Patent Office was going to send me fee information and other information related to the ['774 patent].'"

Having made this statement, Petitioner contradicts himself and writes: "[Ms Bennis'] declaration should not be read as an affirmative statement that she placed the second maintenance fee reminder in the patent file rather than the bill-to-pay file based on an expectation that she would receive a maintenance fee reminder for the third maintenance fee."

Thus, Petitioner contends, Ms. Bennis not only misfiled the Notice, but she did so because she erroneously believed she was going to receive another Notice—but that was not what she believed or why she believed it.

It is of no matter.

As noted above, Office policy and practice for nearly a quarter century has been and remains that patent holders are responsible for calendaring/docketing their maintenance fees, and the Office bears no duty or responsibility to provide Notice to patent holders when their maintenance fee payments are due. Thus, Ms. Bennis' misconception in this regard and/or Petitioner's representation thereof are not controlling.

The petition makes no showing and provides no evidence that Ms. Bennis ever used her bill-to-pay file as a methodology for payments to be made four (4) years out. A file or folder for current bills is exactly that—and not a docketing system as Petitioner styles it. Moreover, as noted earlier the second maintenance fee Notice that Petitioner contends was "misfiled" contained no notation or other reference to indicate that its purpose in filing was anything other than an historical record of payment made.

These conditions preclude a finding that the delay was unavoidable.

As to Item (2): Petitioner provided no clear explanation supported by documentary evidence as to the mechanism by which the delay occurred after midnight 3 November, 2002, the expiration of the period within which the instant patent might have been reinstated as expired due to unintentional delay—if such was the case.

As to Item (3): Petitioner has presented only a showing that Mr. Bennis took no action with regard to the instant patent until 6 December, 2007, when he "asked attorney Carl Johnson if the term of [the '774] patent could be extended."

The showing of record is that rather than unavoidable delay, it appears that Petitioners was, at best, preoccupied with other matters during the time the maintenance fees on the present patent were due. Petitioners' preoccupation with other matters which took precedence over timely payment of the maintenance fee in the present patent does not constitute unavoidable delay.[15]

The showing must also enumerate the date and the manner in which patentees became aware of the expiration of the patent, and the steps taken to file the petition promptly. Statements from all persons who contributed to the delay are also required. Furthermore, Petitioner should identify the party responsible for making the payment.

In the decision mailed on 11 September, 2008, Petitioners were advised to include an exhaustive attempt to provide the information required, since, after a decision on the petition for reconsideration, no further reconsideration or review of the matter will be undertaken by the Director.

In this regard, a showing of diligence in matters before the Office is essential to support a finding of unavoidable delay herein.[16] There is no "sliding scale" based upon the priority given to maintaining this patent in force, or more diligently seeking reinstatement, vis-a-vis other matters by Petitioner; the issue is solely whether the maintenance, or reinstatement, of the patent at issue was actually conducted with the care or diligence that is generally used and observed by prudent and careful persons in relation to their most important business.

The delay was not unavoidable, because had Petitioner exercised the due care and diligence of a reasonably prudent person, Petitioner would have been able to act to pay the fee or seek reinstatement in a timely fashion. The record fails to adequately evidence that Petitioner exercised the due care and diligence observed by prudent and careful persons, in relation to it/his most important business, which is necessary to establish unavoidable delay.[17]

The Office is unable to grant the requested relief because Petitioner has not provided a showing that the delay was unavoidable.

---

[15] *See Smith v. Mossinghoff*, 671 F.2d 533, 538, 213 USPQ 977, 982 (D.C. Cir. 1982).

[16] *See Futures Technology, Ltd. v. Quigg*, 684 F. Supp. 430, 431, 7 USPQ2d 1588 (E.D. Va. 1988)(applicant's diligent inquiry into the status of the application is required to show unavoidable delay); *Douglas v. Manbeck*, 21 USPQ2d 1697, 1699-1700 (E.D. Pa. 1991), *aff'd*, 975 F.2d 869, 24 USPQ2d 1318 (Fed. Cir. 1992) (even representation by counsel does not relieve the applicant from his obligation to exercise diligence before the USPTO; applicant's lack of diligence extending two and one half years overcame and superseded any omissions by his counsel).

[17] *Pratt, supra.*

Patent No. 5,159,774
Application Number: 07/822,748

In summary, the showing of record has been considered, but does not rise to the level of unavoidable delay. Rather, the showing of record is of a lack of diligence on the part of Petitioner.

CONCLUSION

The prior decision which refused to accept under 37 C.F.R. §1.378(b) the delayed payment of a maintenance fee for the above-identified patent has been reconsidered. For the above stated reasons, the delay in this case cannot be regarded as unavoidable within the meaning of 35 U.S.C. §41(c)(1) and 37 C.F.R. §1.378(b).

The petition under 37 C.F.R. §1.378(e) is **denied**.

As stated in 37 C.F.R. §1.378(e), no further reconsideration or review of the decision refusing to accept the delayed payment of the maintenance fee under 37 C.F.R. §1.378(e) will be undertaken.

This decision may be regarded as a **final agency action** within the meaning of 5 U.S.C. §704 for purposes of seeking judicial review. (*See*: MPEP §1002.02.)

Since this patent will not be reinstated, a refund check covering, the maintenance fee and surcharge fee, less the $400.00 fee for the present request for reconsideration, has been scheduled.

As stated in 37 C.F.R. §1.378(e), no further reconsideration or review of this matter will be undertaken.

Telephone inquiries regarding this decision should be directed to John J. Gillon, Jr., attorney, at 571-272-3214.

Charles A. Pearson
Director, Office of Petitions

cc:
WILLIAM D. HARE
66 WITHERSPOON ST./STE. 1/PMB 317
PRINCETON, NJ 08542-9944