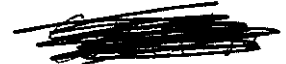


1-2-04



DAVISON™

December 30, 2003

Davison
RIDC Park
595 Alpha Drive
Pittsburgh, PA 15238-2911



United States Patent and Trademark Office
Inventors Assistance Program
P.O. Box 2327
Arlington, VA 22202

• *Research*

Re: Robert W. Crocker, Jr.

• *Design*

Dear Sir or Madam:

I am President of Davison Design & Development, Inc. and write to respond to the complaint submitted by Mr. Crocker. Unfortunately, Mr. Crocker has chosen to abuse the purpose of this forum, and of the AIPA, to make a claim that is entirely false.

• *Production Samples*

Mr. Crocker's claim is entirely false because he was given numerous written notices that there would be additional costs incurred in developing his product and that Davison intended to offer him additional services:

• *Packaging*

1. Prior to entering into a contract with Mr. Crocker, he was given the written notice required by Section 22381 of the California Statutes. In that notice, Mr. Crocker was informed that Davison's normal practice is to seek more than one contract in connection with an invention. He was informed of the charges for the first two contracts. He was also informed that the Davison would be offering him services for the design and preparation of a production sample and that the cost of that service would be quoted to him. Further, he was informed that he was free to decline the services offered to him by Davison and to obtain similar services elsewhere or to simply decline to get a product sample made at all. **Mr. Crocker signed a copy of these notices and Davison is in possession of his signed disclosure form.**

• *Inventegration®*

• *Virtual Reality*

• *Patent Assistance*

2. He was informed in the Contingent Fee Agreement that he signed that he was responsible for obtaining a prototype and/or presentation materials concerning his product and that he could obtain them through (a) a separate contract with Davison, or (b) by utilizing another supplier of such services. The Contingent Fee Agreement also contained a second explicit notice that the cost

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of building a prototype and/or presentation material was not included in the agreement. **Mr. Crocker signed this agreement and Davison is in possession of his signed agreement.**

3. Mr. Crocker was given the mandatory contract terms required by Section 22379 of the California Statutes, which stated that Davison was under no obligation to construct any prototypes, models or devices embodying his product idea. **Mr. Crocker signed a copy of this notice and Davison is in possession of his notice.**

It is unconscionable that despite all of these explicit written notices, which he acknowledged through his signature, Mr. Crocker falsely claims that he was uninformed of the process of proceeding with his project.

Incredibly, Mr. Crocker complains that he received no guarantee for his money. However, he was fully informed of the amount he was spending, what he would receive for it and the risks of product development. He received the mandatory notices concerning the number of clients Davison helped in relation to the number that obtained license agreements and the number that experienced net financial gain. Thus, before he committed a single dollar, he knew there were no guarantees of licensing or profit. He was guaranteed to receive the product he paid for. Interestingly, Davison has never received a word of complaint from him about the quality of the work product he received.

In the past year, Davison's efforts have helped 163 products become licensed. Yet, because of the provisions of law establishing this forum, an individual can attempt to smear the company's reputation by claiming that he was misinformed even after he was given repeated and explicit written notices concerning the company's services. In situations like this, the regulations concerning the use of this forum should be amended to provide some relief to businesses that are unfairly targeted with slanderous, unfounded accusations.

Sincerely,

A handwritten signature in black ink that reads "George M. Davison III". The signature is written in a cursive style with a prominent "G" and "D".

George M. Davison III

• *Research*

• *Design*

• *Production Samples*

• *Packaging*

• *Inventegration®*

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