



United States Patent and Trademark Office

INVENTORS

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

Dear Sir or Madam:

In April of 2003, Ms. Geer freely entered into a contract with IP&R to market her invention entitled double bladed windshield wiper with a central sponge portion. No high-pressure sales tactics were utilized.

The term of IP&R's contract with Ms. Geer was six months. IP&R extended that term at IP&R's expense and Ms. Geer's agreement for an additional three-month period.

Regarding Ms. Geer's prototype(s), we are aware of only one prototype that was in our possession, which we returned to Ms. Geer on February 12, 2004. IP&R has a copy of the DHL tracking receipt documenting return of her prototype. We are also aware of another prototype that was sent directly by Ms. Geer to Quest Industries in Miami, Florida using IP&R's FedEx account. (IP&R has a copy of the FedEx airbill). IP&R requested on several occasions that Quest return Ms. Geer's prototype to her. IP&R does not know if this ever occurred. IP&R made it clear to Ms. Geer at the outset of the project that IP&R is not responsible for lost or damaged prototypes.

Regarding tradeshow representation, IP&R displayed Ms. Geer's prototype in our booth at the 2003 International Hardware Show in Chicago Illinois. (IP&R has photographs for documentation of Ms. Geer's prototype in IP&R's booth). In addition to the International Hardware show, IP&R represented Ms. Geer's project at the 2003 Specialty Equipment Market Associations (SEMA) show in Las Vegas, Nevada. Two representatives from IP&R attended this show and Ms. Geer's invention was presented to and discussed with 11 companies. In fact, IP&R provided Ms. Geer with an entry badge to this tradeshow, which she attended. (IP&R has her badge documentation). Ms. Geer never made an attempt to contact IP&R employees at the show, even though they were there for several days.

Finally, IP&R's obligations under our contract with Ms. Geer include market research and a full color brochure. Both of these items were provided to Ms. Geer (again, IP&R has documentation to this fact). Additionally, Ms. Geer was kept apprised of the progress on her project through monthly verbal communication as well as written monthly reports for the months of May, June, July, August, September, October and November (we have documented copies of these reports).

Ms. Geer's project was officially closed in writing at the expiration of the term of the extension to her contract by IP&R on February 12, 2004.

IP&R believes this response thoroughly answers the questions posed in the complaint.

Very truly yours,
 /s/ Steven Barbarich
 CEO

KEY: =online business system =fees =forms =help =laws/regulations =definition (glossary)

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Last Modified: 05/16/2005 11:07:54