

**Exempel 1 – Utdrag ur kommunikation mellan Nauticast Navigationssysteme GmbH  
(numera ACR Electronics Europe GmbH) och GP&C Systems International AB.**

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Från: Martin Peter [mailto:peter.martin@nauticast.com]

Skickat: den 1 juli 2002 14:04

Till: Håkan Lans

Kopia: Tippmann Claus

Ämne: AW: Non-Exclusive License

Dear Mr. Lans,

thank you for your e-mail and your kind commitment for the granting of your licence.

I was on journey during the last week and could not reply earlier. Today we will send you a telefax with the signed agreement and would ask you to return it also by fax in advance so we can effect the payment this week.  
The original documents will be sent to you also within this week.

We are looking forward to having a long term relationship which should be to our both advantages.

Best regards

Peter Martin

PS: You may notice that instead of NautiCall you will find the name Nauticast. Unfortunately we had to change our companies name which became effective last week. I enclose a copy of the notification by the trade court of vienna, where you can find the relevant change, to the telefax. There are no major changes in the subject of the company it is only a rebranding. Thanks for your understandig.

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Från: Martin Peter [mailto:peter.martin@nauticast.com]

Skickat: den 18 juli 2002 12:13

Till: Håkan Lans

Ämne: AW: Non-Exclusive License

Dear Mr. Lans,

I am glad to confirm that the payment was effected on July 4th, via ERSTE BANK to Skandinaviska Enskilda Banken, account no. 53111000974.

Best regards

Peter Martin

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# RYDINCARLSTEN

Nauticast Navigationssysteme GmbH  
Att: Peter Martin  
Mariahilfer Strasse 50/2/11  
A-1070 Vienna  
Austria

Via facsimile  
00 43 1 5 237 237 150

MBF/ih

26 August 2004

## Re. NON-EXCLUSIVE TECHNOLOGY LICENCE ASSIGNMENT

Dear Mr. Martin,

We have been retained by GP&C Systems International AB (below "GP&C") in order to follow up on the Non-exclusive technology licence assignment which was concluded between GP&C and NautiCall Schifffsnavigationssysteme Entwicklungs- und Vertriebs AG (below "NautiCall") in 2002.

To GP&C's understanding NautiCall changed name to Nauticast Navigationssysteme GmbH (below "Nauticast") in July 2002.

According to Nauticast's homepage <http://www.nauticast.com/index.php?id=218> there are more than 1000 units of Nauticast's transponder X-Pack DS on the market. GP&C

## RYDINCARLSTEN

has however not received any royalty, except for the initial minimum royalty effectuated in July 2002 (according to clause 4.3).

We kindly request Nauticast, at the latest September 6, 2004, to explain why GP&C has not received any royalty, including minimum royalty, apart from the payment in 2002. GP&C further request a complete report on how many units that have been sold and at which price.

If we do not receive a satisfactory explanation within the above indicated deadline GP&C intends to raise the issue of an audit according to para 4.6 in the Non-exclusive technology licence assignment.

Lastly, GP&C hope that you had a safe receipt of the new license agreement that Mr. Håkan Lans sent to you by e-mail August 18, 2004. As you may have noted the royalty has been lowered to 5% on end use cost or 7% on invoice to reseller. However, please note that in order to be entitled to the adjusted royalty the licensee ought to voluntarily waive any and all claims for relief from the obligation to pay royalty for patented transponders, including those intended for SOLAS ships, see clause 4.2 second para.

We look forward to hear from you.

Kind regards,  
  
Mårten Beck-Prins

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**Från:** Angie Brown [mailto:[AKB@mhpats.com](mailto:AKB@mhpats.com)]

**Skickat:** den 8 september 2004 19:48

**Till:** Info

**Kopia:** Barry Haley

**Ämne:** 39105.001 rydincarlsten

Nauticast Nonexclusive Technology License Assignment

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**MALIN, HALEY & DiMAGGIO, P.A.**

PATENT, TRADEMARK & COPYRIGHT ATTORNEYS

EUGENE F. MALIN (1936-1990)

**33316**

BARRY L. HALEY

DALE PAUL DiMAGGIO

JOSEPH R. ENGLANDER

JERRY D. HAYNES\*

JOHN C. BLACK\*\*

OF COUNSEL

\* NEW YORK BAR ONLY

\*\* ILLINOIS BAR ONLY

**REPLY TO:**

1936 South Andrews Avenue  
**FORT LAUDERDALE, FLORIDA**

TELEPHONE (954) 763-3303  
FAX (954) 522-6507

**MIAMI OFFICE:**

Miami Center, 28<sup>th</sup> Floor  
201 S. Biscayne Boulevard  
TELEPHONE: (305) 374-4082

**WEST PALM BEACH OFFICE:**

1601 Forum Place, Suite 701  
TELEPHONE: (561) 832-6341

E-MAIL: info@mhdpatents.com

September 9, 2004

RydinCarlsten  
Martin Beck-Friis  
Mariahilfer Strasse 50/2/11  
A-1070 Vienna  
Austria

Re: Nauticast Nonexclusive Technology License Assignment  
Our File No. 8196.39105

Dear Mr. Beck-Friis:

This law firm represents Nauticast Navigationssysteme GmbH of Vienna, Austria with respect to its intellectual property matters. Your letter addressed to Peter Martin at Nauticast dated August 26, 2004, has been referred to this firm for response.

We are requesting a three week extension to September 27, 2004, to reply to your letter dated August 26, 2004.

Please acknowledge receipt of this email. If you have any additional comments that may be relevant, please include.

Sincerely,

Malin, Haley & DiMaggio, P.A.



Barry L. Hale

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**Från:** Mårten Beck-Friis [mailto:marten.beck-friis@rydincarlsten.se]

**Skickat:** den 9 september 2004 19:29

**Till:** AKB@mhpatsents.com

**Ämne:** Nauticast Nonexclusive Technology License Assignment; your file No. 8196.39105

Dear Mr. Haley

I hereby acknowledge the receipt of your email dated September 8, 2004.

Yours truly,  
Mårten Beck-Friis

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Mårten Beck-Friis  
RydinCarlsten Advokatbyrå AB  
P.O. Box 1766  
SE-111 87 Stockholm  
Sweden  
Visit address: Norrmalmstorg 14  
Tel: +46 8 46 33 900  
Mob: +46 706 56 88 88  
Fax: +46 8 611 48 50  
E-mail: marten.beck-friis@rydincarlsten.se

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**Från:** Angie Brown [mailto:AKB@mhpatsents.com]

**Skickat:** den 24 september 2004 21:01

**Till:** Mårten Beck-Friis

**Kopia:** Barry Haley

**Ämne:** 8196.39105 beck-friis

## MALIN, HALEY & DiMAGGIO, P.A.

PATENT, TRADEMARK & COPYRIGHT ATTORNEYS

EUGENE F. MALIN (1936-1990)

**33316**

BARRY L. HALEY

DALE PAUL DiMAGGIO

JOSEPH R. ENGLANDER

**REPLY TO:**

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**MIAMI OFFICE:**

Miami Center, 28<sup>th</sup> Floor  
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JERRY D. HAYNES\*  
JOHN C. BLACK\*\*  
OF COUNSEL

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\*\* ILLINOIS BAR ONLY

E-MAIL: info@mhdpatents.com

September 24, 2004

RydinCarlsten  
Martin Beck-Friis  
Mariahilfer Strasse 50/2/11  
A-1070 Vienna  
Austria

Re: Nauticast Nonexclusive Technology License Assignment  
Our File No. 8196.39105

Dear Mr. Beck-Friis:

On September 8, 2004, I sent you a letter regarding this matter on behalf of Nauticast Navigationssysteme Systems GmbH of Vienna, Austria in response to your letter dated August 26, 2004. Because of the European and U.S. Patent issues raised by your letter and the license, I have ordered the appropriate file wrapper from the patent authorities for further review. If you are familiar with ordering documents from the patent facilities you can appreciate that sometimes this can be very time consuming. Also I am reviewing several patent references that relate to your client's invention that we call prior art. I believe that I should have the information I need in the time to prepare a response by October 27, 2004.

If you have any questions, please call me.

Please acknowledge receipt of this email. We are sending the original by international over night delivery.

Sincerely,

Malin, Haley & DiMaggio, P.A.

Barry L. Haley

BLH:akb

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# RYDINCARLSTEN

MALIN, HALEY & DiMAGGIO, P.A.  
BARRY L. HALEY  
1936 South Andrews Avenue  
FORT LAUDERDALE, FLORIDA 33316  
U.S.A.

JW/ih

Stockholm, 2004-10-21

Re: Nauticast Non-Exclusive Technology License Assignment  
Your File No. 8196.39105

Dear Mr. Haley,

I am in receipt of your letter dated October 4, 2004 and have the following remarks.

From what you state in your letter GPC must conclude that Nauticast has no historical reasons for not paying royalty or filing Royalty Reports according to the captioned agreement, but that you *now* have started to investigate possible objections.

In respect of your reference to possible objections under U.S. law GPC assumes that you have noted that relevant agreement is concluded between non-U.S. entities and concerns a world wide license, thus only partially concerning US patent rights.

GPC is looking forward to eventually receive Nauticast position, but reserves its right to take whatever action it deems necessary or beneficial for the protection of its position as licensor in respect of Nauticast's apparent failure to perform according to the agreement.

Yours sincerely,



Mårten Beck Fries

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October 4, 2004

RydinCarlsten  
Martin Beck-Friis  
P.O. Box 1766  
SE-111 87 Stockholm  
Sweden  
Visit Address: Norrmalmstorg 14

**FACSIMILE**  
**011-46861148 50**

Re: Nauticast Nonexclusive Technology License Assignment  
Our File No. 8196.39105

Dear Mr. Beck-Friis:

I acknowledge receipt of your letter dated September 30, 2004.

With all due respect for your request for a response before October 4, 2004, we must insist on studying the patents and patent claims at issue which are the basis and consideration for the "Non-exclusive Technology License Agreement" (NTLA) between GP&C Systems International and my client Nauticast. The patent claims are the yard stick for what constitutes the subject matter of this license agreement. For example in Article one (under definitions) paragraph 1.1 NTLA the "products" defines products covered by the technology license. Under U.S. law the patent claims define the scope of what products are considered to be covered by the license agreement. This paragraph 1.1 seems to go well beyond what is covered in the patent claims. Paragraph 1.1 also includes a sentence "All other equipment including system design, hardware and software which are implemented for the use of or the interfacing of the GP&C system and the GNSS transponder technology shall also be regarded as products." This definition would extend the amount of royalty payments due well beyond the scope of the patent claims.

As I stated in my earlier correspondence, I have ordered the appropriate file wrappers which will allow us to analyze the patent claims which form the basis of the technology license agreement. We think that by providing additional time to research the issues, we will be able to resolve any matters between our clients in a more expeditious manner.

My client is in receipt of a document entitled "Non-Exclusive Technology License Agreement" that is the new license agreement referenced by you.

Sincerely,

Malin, Haley & DiMaggio, P.A.



Barry L. Haley

BLH:akb

**Från:** Mårten Beck-Friis [mailto:[marten.beck-friis@rydincarlsten.se](mailto:marten.beck-friis@rydincarlsten.se)]  
**Skickat:** den 3 november 2004 17:28  
**Till:** Angie Brown  
**Ämne:** SV: 8196.39105 beck-friis

Dear Mr. Haley,

The date that you foresaw that you would have a response to GP&C System Internationals AB's request dated August 26, 2004 has passed and we have yet not received any information. When can we expect a response?

Sincerely yours,  
Mårten Beck-Friis

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Mårten Beck-Friis  
RydinCarlsten Advokatbyrå AB  
P.O. Box 1766  
SE-111 87 Stockholm  
Sweden  
Visit address: Norrmalmstorg 14  
Tel: +46 8 46 33 900  
Mob: +46 706 56 88 88  
Fax: +46 8 611 48 50  
E-mail: [marten.beck-friis@rydincarlsten.se](mailto:marten.beck-friis@rydincarlsten.se)

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**From:** Kramer, Kevin T.  
**Sent:** Saturday, October 29, 2005 7:08 PM  
**To:** 'blh@mhdpatents.com'  
**Cc:** Baeza, Willie E.  
**Subject:** Agreement between GP&C Systems and Nauticast

Dear Mr. Haley,

Please see the attached correspondence and attachments thereto.

Please contact me or my colleague Willie Baeza, who is copied on this e-mail, at your earliest convenience to discuss this matter.

We look forward to speaking with you.

Thank you.

Kevin Kramer



Pillsbury  
Winthrop  
Shaw  
Pittman

1650 Tysons Boulevard  
McLean, VA 22102-4859

Tel 703.770.7900  
Fax 703.770.7901  
[www.pillsburylaw.com](http://www.pillsburylaw.com)

October 29, 2005

Kevin T. Kramer  
Phone: 703.770.7719  
[kevin.kramer@pillsburylaw.com](mailto:kevin.kramer@pillsburylaw.com)

**VIA E-MAIL**

Barry L. Haley, Esq.  
Malin, Haley & DiMaggio, P.A.  
1936 South Andrews Avenue  
Fort Lauderdale, FL 33316

Re: GP&C License with Nauticast

Dear Mr. Haley:

You will recall that Nauticast Navigationssysteme GmbH ("Nauticast") entered into a non-exclusive license agreement with GP&C Systems International AB ("GP&C"). Martin Beck-Friis of RydinCarlsten wrote to you last year about the license agreement, and you responded stating that you had ordered the "appropriate file wrappers" and would analyze them. We have no record of you sending any subsequent communications to RydinCarlsten or GP&C.

Our firm now represents GP&C in connection with agreement and the underlying patents. To date, GP&C has not received the requisite sales report for 2004, nor has it received the required royalty payments. Please send us the requisite sales report(s) immediately and have Nauticast make the royalty payments required under the license agreement.

We are pleased to inform you that additional manufacturers of the patented technology have signed corresponding license agreements with GP&C and are obligated to pay royalties. Jotron Electronics is among the more recent companies to sign a license agreement.

We take this opportunity to offer Nauticast an opportunity to execute an updated version of the license agreement. The updated version of the license agreement clarifies some language in the agreement. The amendment indicates that the royalty rate will be 5%. The updated version of the agreement and its amendment are attached for your review and for execution by Nauticast. If acceptable, please have both of them signed on behalf of Nauticast and return them to us.



Pillsbury  
Winthrop  
Shaw  
Pittman

October 29, 2005  
Page 2

If you have any questions, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kevin T. Kramer".

Kevin T. Kramer

Attachments

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**From:** Baeza, Willie E.  
**Sent:** Wednesday, November 02, 2005 5:12 PM  
**To:** 'blh@mhdpatents.com'  
**Cc:** Kramer, Kevin T.  
**Subject:** FW: Agreement between GP&C Systems and Nauticast

Dear Mr. Haley,

Please see the message below, and the attachments, which were sent originally on October 29, 2005 but apparently failed to reach your office because of a power outage. We hope your family and colleagues are all safe and that your homes remain relatively undamaged by the storm.

Please let us know if you have any questions. We look forward to working with you to bring this matter to a quick resolution.

With kind regards,

Willie Baeza

**Guillermo E. Baeza, Esq.**  
**PILLSBURY WINTHROP SHAW PITTMAN LLP**  
**1650 Tysons Blvd.**  
**McLean, Virginia 22102**  
**Tel. No.: (703) 770-7710**  
**Fax. No.: (703) 770-7901**  
**E-mail: willie.baeza@pillsburylaw.com**

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# MALIN, HALEY & DiMAGGIO, P.A.

PATENT, TRADEMARK & COPYRIGHT ATTORNEYS

EUGENE F. MALIN (1936-1990)

BARRY L. HALEY  
DALE PAUL DiMAGGIO

JERRY D. HAYNES\*\*  
DAVID JOHNSON\*\*\*  
JOHN C. BLACK\*  
OF COUNSEL

\*ILLINOIS BAR ONLY

\*\*ALSO MEMBER NEW YORK BAR

\*\*\*ALSO MEMBER NORTH CAROLINA BAR



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E-MAIL: mhd@mhdpatents.com

November 4, 2005

Kevin T. Kramer, Esq.  
Pillsbury Winthrop Shaw Pittman LLP  
1650 Tysons Boulevard  
McLean, VA 22102-4859

**VIA E-MAIL**

Re: GP&C License with Nauticast  
Our File No.: 8196.39105

Dear Mr. Kramer:

I am in receipt of your correspondence dated October 29, 2005. It is my understanding that your firm now represents GP&C Systems International AB ("GP&C"). My previous correspondence on this matter was with Martin Beck-Friss of RydinCarlsten concerning the License Agreement.

I have forwarded the updated version of the License Agreement to my client for review. Once I have had a chance to review the proposed updated version of the License Agreement and confer with my client, I will get back to you. I am sure that you are aware that hurricane Wilma has severely reduced the pace of daily living activities in South Florida. However, I feel certain that we can respond to you within the next ten (10) business days.

If you have any questions, please call me.

Very truly yours,

Malin, Haley & DiMaggio, P.A.

Barry L. Haley

cc: Paul M. Frank, President (via e-mail)  
I:\8196\ltr\39105.license agreement

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**From:** Baeza, Willie E.  
**Sent:** Tuesday, December 20, 2005 6:44 PM  
**To:** 'blh@mhdpatents.com'

**Cc:** Kramer, Kevin T.; Sherbow, Nancy E.  
**Subject:** GP&C License with Nauticast

Dear Mr. Haley,

We hope all is back to normal for you and your colleagues.

For your convenience, attached is a PDF of your most recent letter to us, which is dated November 4, 2005. Please let us know when we might hear back from you regarding the proposed license.

With kind regards,

**Guillermo E. Baeza, Esq.**

**PILLSBURY WINTHROP SHAW PITTMAN LLP**

**1650 Tysons Blvd.**

**McLean, Virginia 22102**

**Tel. No.: (703) 770-7710**

**Fax. No.: (703) 770-7901**

**E-mail: willie.baeza@pillsburylaw.com**

**URL: www.pillsburylaw.com**

**Bio: <http://www.pillsburylaw.com/Go/bios.nsf/professionals/Guillermo%20E.%20Baeza>**

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**From:** Barry Haley [mailto:[BLH@mhdpatents.com](mailto:BLH@mhdpatents.com)]

**Sent:** Monday, December 26, 2005 4:17 PM

**To:** Baeza, Willie E.

**Subject:** RE: GP&C License with Nauticast

Dear Mr. Baeza

I will reply the first week in January 2006. Thanks Barry Haley

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**From:** Baeza, Willie E. [mailto:[willie.baeza@pillsburylaw.com](mailto:willie.baeza@pillsburylaw.com)]

**Sent:** Tuesday, January 17, 2006 7:36 PM

**To:** Barry Haley

**Cc:** Kramer, Kevin T.; Sherbow, Nancy E.

**Subject:** RE: GP&C License with Nauticast

Dear Mr. Haley,

Below is a copy of your most recent message to us. We did not hear back from you or Nauticast during the first week of January.

Please let us know when we will hear back from you regarding the proposal.

With kind regards,

**Guillermo E. Baeza, Esq.**

**PILLSBURY WINTHROP SHAW PITTMAN LLP**

**1650 Tysons Blvd.**

**McLean, Virginia 22102**

**Tel. No.: (703) 770-7710**

**Fax. No.: (703) 770-7901**

**E-mail: willie.baeza@pillsburylaw.com**

**URL: www.pillsburylaw.com**

**Bio:**

**<http://www.pillsburylaw.com/Go/bios.nsf/professionals/Guillermo%20E.%20Baeza>**

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**From:** Barry Haley [mailto:[BLH@mhdpatents.com](mailto:BLH@mhdpatents.com)]  
**Sent:** Thursday, February 02, 2006 1:46 PM  
**To:** Baeza, Willie E.  
**Subject:** RE: GP&C License with Nauticast

Dear Mr. Baeza,

Thank you for your patience. Reviewing the Lans patent has taken longer than I had anticipated. It would be helpful if you could provide a copy of the patent office file wrapper of the Lans divisional application Serial No. 08/560,784 filed November 21, 1995 entitled "Method For Sequential Data Transmission". The PTO has denied access to this application for copying since it did not issue. Regards,

Barry I. Haley  
Malin, Haley & DiMaggio, P.A.  
1936 South Andrews Avenue  
Fort Lauderdale, FL 33316  
Telephone: (954) 763-3303  
Facsimile: (954) 522-6507  
E-Mail: [blh@mhdpatents.com](mailto:blh@mhdpatents.com)

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**From:** Baeza, Willie E.  
**Sent:** Tuesday, February 07, 2006 12:56 PM  
**To:** 'Barry Haley'  
**Cc:** Kramer, Kevin T.; Wall, Christopher R.; Sherbow, Nancy E.  
**Subject:** Proposed GP&C License with Nauticast

Dear Mr. Haley,

This responds to your request for a copy of the file wrapper of the Lans divisional application Serial No. 08/560,784.

Nauticast remains obligated to pay royalties to GP&C. Nauticast also remains obligated to comply with certain reporting obligations. Nauticast's failure to obtain access to the requested divisional application provides no basis for ignoring those obligations. GP&C sees no reason why it should incur the expense of copying the divisional application papers for Nauticast while Nauticast continues to ignore its obligations to GP&C.

If you wish to obtain a copy, then perhaps you can work with Nauticast to ensure that it complies with its obligations to GP&C and then GP&C might consider incurring the expense of sending you a copy of the divisional application's file history.

Your request suggests that Nauticast intends to decline the proposed agreement to reduce Nauticast's royalty rate to 5%, among other changes to the existing arrangement. Should GP&C interpret Nauticast's silence with respect to the proposed voluntary license (at a reduced royalty rate of 5%) as an indication that Nauticast prefers to remain under the 10% royalty obligation and that it declines GP&C's offer to consider a voluntary 5% royalty obligation under the recent proposal from GP&C? If so, please let us know.

Best regards,

**Guillermo E. Baeza, Esq.**  
**PILLSBURY WINTHROP SHAW PITTMAN LLP**  
**1650 Tysons Blvd.**  
**McLean, Virginia 22102**

**Tel. No.: (703) 770-7710**  
**Fax. No.: (703) 770-7901**  
**E-mail: willie.baeza@pillsburylaw.com**  
**URL: www.pillsburylaw.com**  
**Bio: <http://www.pillsburylaw.com/Go/bios.nsf/professionals/Guillermo%20E.%20Baeza>**

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Our File No.: 8196.39105

**CERTIFICATE OF EXPRESS MAIL**

I HEREBY CERTIFY that the following correspondence: Request for Ex Parte Reexamination Transmittal Form; Attachment to Form PTO/SB/57 (09-04) Providing Information of Patent No. 5,506,587; a Check in the Amount of \$2,520.00 for the required fee; and a Return Postcard for confirmation of receipt, is being deposited with the United States Postal Service as Express Mail No. EV 720779624 US, addressed to: Mail Stop Mail Stop Ex Parte Reexam, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia, 22313-1450 on this 16<sup>th</sup> day of February, 2006.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Any additional charges, including extension of time, please bill our Account No. 13-1130.



Arlette J. Breakstone  
Paralegal

Date: February 16, 2006

**Customer No. 22235**

MALIN, HALEY & DiMAGGIO, P.A.  
1936 South Andrews Avenue  
Fort Lauderdale, Florida 33316  
(954) 763-3303

L:\8196\frm\39105.219pat

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UNITED STATES DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

APPLICATION NO./CONTROL NO.	FILING DATE	FIRST NAMED INVENTOR / PATENT IN REEXAMINATION	ATTORNEY DOCKET NO.
90007940	2/16/06	5506587	819638105

YOUNG & THOMPSON  
745 SOUTH 23RD STREET  
2ND FLOOR  
ARLINGTON, VA 22202

EXAMINER

Albert J. Gagliardi

ART UNIT

PAPER

3992

20071214

DATE MAILED:

Please find below and/or attached an Office communication concerning this application or proceeding.

Commissioner for Patents

Albert J Gagliardi  
Primary Examiner  
Art Unit: 3992

PTO-90C (Rev. 04-03)

Office Action in Ex Parte Reexamination	Control No. 90/007,940	Patent Under Reexamination 5506587
	Examiner Albert J. Gagliardi	Art Unit 3992

- The MAILING DATE of this communication appears on the cover sheet with the correspondence address -

a  Responsive to the communication(s) filed on 16 February 2006 (Request). b  This action is made FINAL.  
c  A statement under 37 CFR 1.530 has not been received from the patent owner.  
A shortened statutory period for response to this action is set to expire 2 month(s) from the mailing date of this letter.  
Failure to respond within the period for response will result in termination of the proceeding and issuance of an ex parte reexamination certificate in accordance with this action. 37 CFR 1.550(d). EXTENSIONS OF TIME ARE GOVERNED BY 37 CFR 1.550(c).  
If the period for response specified above is less than thirty (30) days, a response within the statutory minimum of thirty (30) days will be considered timely.

Part I THE FOLLOWING ATTACHMENT(S) ARE PART OF THIS ACTION:

1.  Notice of References Cited by Examiner, PTO-892.
3.  Interview Summary, PTO-474.
2.  Information Disclosure Statement, PTO/SB/08.
4.  \_\_\_\_\_

Part II SUMMARY OF ACTION:

- 1a.  Claims 1-3 are subject to reexamination.
- 1b.  Claims \_\_\_\_\_ are not subject to reexamination.
2.  Claims \_\_\_\_\_ have been canceled in the present reexamination proceeding.
3.  Claims \_\_\_\_\_ are patentable and/or confirmed.
4.  Claims 1-3 are rejected.
5.  Claims \_\_\_\_\_ are objected to.
6.  The drawings, filed on \_\_\_\_\_ are acceptable.
7.  The proposed drawing correction, filed on \_\_\_\_\_, has been (7a)  approved (7b)  disapproved.
8.  Acknowledgment is made of the priority claim under 35 U.S.C. § 119(a)-(d) or (f).
  - a)  All b)  Some\* c)  None of the certified copies have
  - 1  been received.
  - 2  not been received.
  - 3  been filed in Application No. \_\_\_\_\_.
  - 4  been filed in reexamination Control No. \_\_\_\_\_.
  - 5  been received by the International Bureau in PCT application No. \_\_\_\_\_.
9.  Since the proceeding appears to be in condition for issuance of an ex parte reexamination certificate except for formal matters, prosecution as to the merits is closed in accordance with the practice under Ex parte Quayle, 1935 C.D. 11, 453 O.G. 213.
10.  Other: \_\_\_\_\_

cc: Requester (if third party requester)  
U.S. Patent and Trademark Office

PTO-468 (Rev. 08-06)

Office Action in Ex Parte Reexamination

Part of Paper No. 20071214

**Från:** Håkan Lans [mailto:lans@gpc.se]

**Skickat:** den 3 april 2008 01:29

**Till:** michael.andersson@albihns.se

**Kopia:** goran.starkebo@albihns.se; Carl-Johan Westholm

**Ämne:** Angående varningen från GP&C Systems International AB till Nauticast

**Prioritet:** Hög

Hej Michael,

Hur har det gått med varningen till Nauticast och hur går man lämpligen vidare om de inte svarar?  
Som lekman känner jag spontant att ett uteblivet svar inte vore dåligt eftersom det finns ett gällande  
avtal och därmed en skyldighet att redovisa vilket innebär att man undanhållit stora pengar för  
personlig vinnning (om jag inte missminner mig var företagets VD åtminstone delägare i företaget) vilket  
borde vara ett brott.

Bästa Hälsningar,  
Håkan

**Från:** Göran Starkebo

**Skickat:** to 2008-04-03 09:28

**Till:** Håkan Lans; Michael Andersson

**Kopia:** Carl-Johan Westholm

**Ämne:** SV: Angående varningen från GP&C Systems International AB till Nauticast

Hej

Jag är i tingsrätt idag. Tar tag i detta i eftermiddag. Det är en intressant vinkling du tar upp. Jag är dock för att vi  
utvärderar spåret att "go by the book" poch som steg 1 begära fullgörelse enligt avtalet. Då bör ju mottagaren  
reagera, i annat fall uppfyller de än tydligare din vinkling.

Får vi betalt har vi att agera utifrån det.

Vägrar de har vi dessa klara förutsättningar att agera utifrån. Bl.a kan vi då häva avtalet pga grovt avtalsbrott.

Jag återkommer med motiverat förslag i eftermiddag.

mvh  
Göran

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**Från:** Göran Starkebo [mailto:[goran.starkebo@albihns.se](mailto:goran.starkebo@albihns.se)]

**Skickat:** den 4 april 2008 14:33

**Till:** Göran Starkebo; Håkan Lans; Michael Andersson

**Kopia:** Carl-Johan Westholm

**Ämne:** SV: Angående varningen från GP&C Systems International AB till Nauticast

Hej,

Ber om överseende med min sena återkoppling. Jag sitter i tingsrättsförhandlingar som utom min kontroll tagit olika vändningar med resultat att min kalender helt ställts upp och ned.

I huvudsak står jag fast vid vad jag skrev igår. På måndag (kväll) kommer jag att presentera utkast på brev till Nauticast jämte actionplan.

I punktform gäller

1. brev till Nauticast m krav om betalning enligt avtal (minimiavgift) + begäran om redovisning av försäljning
2. Uppföljning av svar / passivitet. (krav/betalningsföreläggande etc).
3. Hävning av avtalet

mvh  
Göran



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**Från:** Göran Starkebo [mailto:[goran.starkebo@albihns.se](mailto:goran.starkebo@albihns.se)]

**Skickat:** den 9 april 2008 17:18

**Till:** Håkan Lans; Michael Andersson

**Kopia:** Carl-Johan Westholm

**Ämne:** SV: Angående varningen från GP&C Systems International AB till Nauticast

Hej,

Äntligen återkopplar jag i ärendet. Ber om överseende med tidsutdräkten.

Bifogat har ni ett bearbetningsbart råutkast på skrivning till Nauticast. Notera att det är ett första råutkast, inte ens stavningsgranskat.

En fråga. Har de betalat Acquisition payment motsvarande 100 000 USD?

Vi kräver betalning på minimiroyalty.

Vi kräver också redovisning (stödd av revisor) av nettoförsäljning under gångna åren + fyllnadsinbetalning av ytterligare tillkommande royalty. OBS - en skärpning vi kan göra är att vi skickar VÅR revisor att granska deras räkenskaper. Vill vi det?

Vi påtalar att de gjort sig skyldiga till ett grovt avtalsbrott genom att inte betala royalty. Just att betala royalty är den huvudsakliga skyldigheten som en licenstagare har.

Vi påtalar att rättelse ska ske inom 30 dagar från det att vi påtalar det. Mer korrekt - 30 dagar efter att Nauticast mottagit vår begäran om korrigering.

Brevet skall således gå som rek med mottagarbevis.

underlätenhet att betala innebär att vi

1. kan häva avtalet (vilket jag menar att vi bör göra)
2. att vi i alla fall driver det ekonomiska kravet pga upplupen historisk royalty.

Jag välkomnar alla synpunkter, tankar och idéer.

Jag kompletterar infrastrukturen i GP & C med ett policydokumnet hur licenstagare ska behandlas (dvs likabehandling samt att vi vidtar åtgärder och vilka i händelse av avtalsbrott etc från licenstagare). Om vi har en policy som fastslår ATT vi behandlar alla licenstagare lika så diskriminerar vi ingen. I den bästa av världar så lever vi också upp till policyn. Redan genom att visa att vi vidtar adekvata åtgärder mot de företag som inte följer licensavtalet med oss så bör vi ha en god möjlighet att uppnå förlikning i skiljeförfarandet. Det är ett viktigt delmål i sig. Däriigenom får vi ju också en ökad betalningsvilja - en positiv växelverkan som resulterar i kassaflöde. Tvisten svävar in i rättshistoriens dunkla vrår, där den kanske bäst hör hemma....

mvh  
Göran

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**Från:** Göran Starkebo [mailto:[goran.starkebo@albihns.se](mailto:goran.starkebo@albihns.se)]

**Skickat:** den 15 maj 2008 07:54

**Till:** Michael Andersson; Håkan Lans; [carl-johan@westholm.biz](mailto:carl-johan@westholm.biz)

**Kopia:** Isabel Johansson

**Ämne:** VB: Your ref: 212810 GSO/IJN - ACR Electronics Europe GmbH

**Prioritet:** Hög

Hej,

Återkopplar i ärendet Nauticast. Se bifogad respons.

Jag föreslår att att vi tar i med hårdhandskarna. Bör vi träffas och diskutera? Min preliminära uppfattning är att de är ute och cyklar, de kan inte rätfärdiga ett eget avtalsbrott med ett anteciperat framtidiga avtalsbrott pga ogliltigt patent från vår sida - dessutom baserat på obekräftade uppgifter om en re-examination i USA, vilket inte direkt berör patent i andra länder. En adekvat åtgärd kan vara att säga upp deras licensavtal samt fullfölja kravet på historiska betalningar. I avtalslöst tillstånd begår de dessutom patentintrång...

Avvaktar er respons.

Mvh

Göran

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**Från:** Carl-Johan Westholm [mailto:carl-johan@westholm.biz]

**Skickat:** den 22 maj 2008 09:59

**Till:** 'Göran Starkebo'; 'Michael Andersson'; 'Håkan Lans'

**Kopia:** 'Isabel Johansson'

**Ämne:** SV: Your ref: 212810 GSO/IJN - ACR Electronics Europe GmbH

Göran,

Kan bara instämma. Kan du inte omgående göra utkast till nästa påstötning?

Med vänlig hälsning

Carl-Johan

Carl-Johan Westholm

S Rudbecksgatan 5

SE - 752 36 Uppsala, Sweden

mob +46 709 94 00 62

fax +46 18 55 59 16

carl-johan@westholm.biz

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**Från:** Göran Starkebo [mailto:goran.starkebo@albihns.se]

**Skickat:** den 23 maj 2008 11:05

**Till:** Carl-Johan Westholm; Michael Andersson; Håkan Lans

**Kopia:** Isabel Johansson

**Ämne:** SV: Your ref: 212810 GSO/IJN - ACR Electronics Europe GmbH

Hej,

Bifogat finner ni ett utkast för kommentarer och diskussion.

Jag tror det är av stor vikt att GP & C agerar konsekvent mot envar licenstagare som inte uppfyller sina skyldigheter enligt licensavtal

Egentligen ser jag utrymme för ett strängare förhållningssätt än vad bifogade brev visar. Efter telefonsamtal med Håkan har jag emellertid mildrat tonen.

Nästa steg vid utebliven betalning är ett ytterst kort brev som tar sin utgångspunkt i licensavtalet samt påtalar grovt avtalsbrott från ACR's sida samt kräver rättelse inom föreskriven tid vid äventyr att avtalet annars sägs upp.

Därpå ser jag ingen annan hållbar utväg än att säga upp avtalet samt påtala att de i och med det begår patentintrång från den dagen. Vi bör samtidigt fullfölja vårt ekonomiska krav.

Ett alternativ vore att tolerera avtalsröttet och enbart gå efter uppluen ersättning. Svagheten är att vi då genom underlätenhet godkänner avtalsbrott vilket kommer att ligga oss i fatet. Det är sannolikt detta de är ute efter. Passivitet från vår sida.

Det är sannolikt så att ACR Europé är en satellit till ACR Inc. Detta minskar inte våra möjligheter att vinna rättsligt. Däremot är det svårare att få ut våra pengar. Det är oförändrat enkelt att säga upp licensavtalet pga grovt avtalsbrott. ACR kan inte heller fritt disponera över licensavtalet. Om det är samma juridiska person som namnändrat är det en sak, de kan däremot inte fritt överläta licensavtalet. Sägs licensen upp av licensgivaren så upphör ACR's rätt att nyttja teknologin.

Ett brev liknande det föreslagna, eller tuffare, är min rekommendation.

Det är av vikt att GP & C agerar konsekvent i syfte att ta bort passivitetsargumentet från andra i kategorin

faktiska eller presumtiva licenstagare. GP & C måste helt enkelt visa att bolaget lsår vakt om sina immateriella rättigheter.

Ser fram emot återkoppling

Mvh  
Göran

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**Från:** Carl-Johan Westholm [mailto:carl-johan@westholm.biz]  
**Skickat:** den 23 maj 2008 13:30  
**Till:** 'Göran Starkebo'  
**Kopia:** 'Håkan Lans'  
**Ämne:** VB: Your ref: 212810 GSO/IJN - ACR Electronics Europe GmbH

Göran:

Jag föreslår, efter samtal med Håkan, följande ändringar i brevet:

1. "Nedless to say..." Stycket utgår.

2. "Having said that" Ersätts av

"Your speculations over the suggested invalidity of the patents (the Inventor nominated as one of the Inventors of the Year 2007 by the European Patent Office) give you - even if they should be confirmed in the future - no legal ground to release you and other licensees from the burden to pay according to he license agreement as long as this is legally binding, which is the reality, de facto and de jure."

3. Därpå skjuts in följande stycke:

"Besides, you refer to 'a source' when describing the US re-examination, its procedure and result. We would be grateful to be informed about this source, to be able to check the accuracy of your description."

Mvh

Carl-Johan

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**Från:** Göran Starkebo [mailto:goran.starkebo@albihns.se]  
**Skickat:** den 23 maj 2008 15:45  
**Till:** Carl-Johan Westholm  
**Kopia:** Håkan Lans; Michael Andersson  
**Ämne:** SV: Your ref: 212810 GSO/IJN - ACR Electronics Europe GmbH

Hej Carl-Johan,

Nyss återkommen från möte noterar jag Dina synpunkter. Mycket bra!

Arbetar in dessa enligt bif. Bilaga. Är det ok att jag skickar detta?

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**Från:** Håkan Lans [mailto:lans@gpc.se]  
**Skickat:** den 23 maj 2008 16:37  
**Till:** Göran Starkebo; Carl-Johan Westholm  
**Kopia:** Michael Andersson  
**Ämne:** SV: Your ref: 212810 GSO/IJN - ACR Electronics Europe GmbH  
**Prioritet:** Hög

Hej Göran och Carl-Johan,

Jag bekräftar härmed att det är OK att skicka till Nauticast. Det vi behöver fundera vidare på är om man skall säga upp avtalet med Nauticast eller bara kräva betalning. Det avtalet som Nauticast har innehållt hela AIS enheten det vill säga både radiodelen (patenterad) och presentationsenheten (ej patenterad) och detta är etablerat genom avtalet med många tillverkare. Säger vi upp avtalet med Nauticast och några till så är det en risk att vi därefter kan få problem genom att företagen bara begär licens för radiodelen och sedan säljer den för en dollar i samband med försäljning av presentationsenheten (som kostar 10.000).

Bästa Hälsningar,  
Håkan

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**Från:** Håkan Lans [mailto:lans@gpc.se]  
**Skickat:** den 29 maj 2008 08:41  
**Till:** Göran Starkebo; Carl-Johan Westholm  
**Kopia:** Michael Andersson  
**Ämne:** SV: Your ref: 212810 GSO/IJN - ACR Electronics Europe GmbH  
**Prioritet:** Hög

Hej Göran,

Jag reser bort några dagar men är tillbaka på tisdag. Jag antar att brevet har gått eller ska gå till Nauticast men om det mot förmodan är några frågor så är jag anträffbar per mobiltelefon (070-697 43 64). Jag bedömer att vi måste förbereda oss på ett "nästa steg" och då är det lika bra att börja planera redan nu. Vad är Ditt förslag?

Bästa Hälsningar,  
Håkan

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**Från:** Göran Starkebo [mailto:goran.starkebo@albihns.se]  
**Skickat:** den 5 juni 2008 11:29  
**Till:** Michael Andersson; carl-johan@westholm.biz; lans@gpc.se  
**Ämne:** ACR respons

Hej,

Vänligen se bifogade svar.

Den logiska följen vore att påtala grovt avtalsbrott och påkalla rättelse vid äventyr av att licensavtalet sägs upp.

Fundera och återkom.

Trevlig helg!  
mvh  
Göran

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**Från:** Håkan Lans [mailto:lans@gpc.se]  
**Skickat:** den 5 juni 2008 13:30  
**Till:** Göran Starkebo; Michael Andersson; carl-johan@westholm.biz  
**Ämne:** SV: ACR respons  
**Prioritet:** Hög

Hej Göran,

Jag håller helt med Dig det handlar om avtalsbrott. Man påstår att det amerikanska patent inte gäller och att man har fått denna information vilket är synnerligen märkt eftersom vi inte fått något beslut från USPTO. Om man söker på patentet så finns inga uppgifter att patentet är ogiltigt bara att det påkallats reexamination men det är en annan sak och speglar inte resultatet. Vore det inte befogat att begära att ACR redovisar sin informationskälla och även ett dokument som styrker deras påstående? Om jag inte missminner mig så är man dessutom skyldig att redovisa och betala licens fram till den dagen när ett eventuellt beslut om ogiltighet har fattats.

Jag är bekymrad över att helt ignorera sina skyldigheter att redovisa. Det är inte osannolikt att det beror på att ACR Europé saknar tillgångar och att man tänker överföra verksamheten till ett annat ACR företag (kanske till Storbritannien) och i så fall blir det meningslöst att stämma ACR Europe.

Bästa Hälsningar,  
Håkan

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**Från:** Carl-Johan Westholm [mailto:[carl-johan@westholm.biz](mailto:carl-johan@westholm.biz)]

**Skickat:** den 12 juni 2008 21:47

**Till:** 'Göran Starkebo'

**Kopia:** 'Michael Andersson'; 'Håkan Lans'

**Ämne:** VB: ACR respons

Göran,

Vore bra att få ett utkast att bedöma under måndag; jag delar Håkans bedömning nedan. Däremot ska inte avtalet sägas upp; därmed har Håkan övertygande skäl.

Mvh

Carl-Johan

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