

Licensing Issues

The purpose of this page is to consider some of the various licensing issues which seem relevant to a reasonable agreement between the Light Visor inventor and any potential manufacturer who may wish to consider licensing the Light Visor patent rights. Since I am not an attorney, some of the language may be inappropriate for actual legal use.

1. The Light Visor patent independent claim is for a basic non-electric auxiliary sun shading device for a vehicle driver or passenger. Dependent claims 2 through 4 expand upon the basic non-electric device. Dependent claims 5 and 6 additionally comprehend an electric lighting circuit.

An exclusive license for all rights, non-electric and electric, should have a provision that the electric light versions of the Light Visor will be considered for development and marketing within a specific time frame, say two years, and that the electric rights should revert back to the inventor for marketing if electric versions are not developed and offered for sale.

Or, the agreement should read that it is a Limited Exclusive Contract for the non-electric rights only, and that the electric patent rights may be licensed to other manufacturers.

2. Since the products involved are for use with automobiles and other forms of vehicles, which are themselves used globally, if global sales are done, there must be an agreed upon lesser percentage royalty involved for any foreign sales.

3. A catalog for a product line could easily be developed for:

- a. designer and custom visor clips for various vehicles;
- b. exchangeable shades of various designs;
- c. variations of flextube color offered either via manufacturing processes or via outer coil or sleeve coverings; and
- d. alternate electric lighting components.

Language should be present in the agreement that stipulates that any sales of components with which to exchange Light Visor parts, or with which to assemble a Light Visor product, be subject to the same royalty arrangements as the Light Visor unitary device.

If no catalog line of such products is developed within a fixed time, say one year after the first date of sale of a Light Visor on the open market, then the right to develop such a product line and catalog should revert back to the inventor for marketing.

4. The independent Light Visor claim stipulates that the flexible tubing utilized in the manufacture of the various Light Visors would have a maximum outside diameter of 5/16". Language should be present in any agreement that the use of any flextube of greater than 5/16" OD in a product which is the equivalent of the invention in structure, function and result, should also be held to be equivalent to the claimed invention and so

be subject to the same royalty arrangement as any other product licensed under the agreement.

5. Should the agreement not be exclusive for all rights, language should be present which permits any other non-exclusive manufacturer to provide similar instructional information related to the installation and operation of their embodiment of the Light Visor.

6. Language should be present exempting the inventor from any liability that may arise from the manufacture, marketing or use of any embodiment of the Light Visor invention, and from all litigation costs involving infringement suits both for defense and prosecution of the patent rights, and from any promotional and publicity costs, and from all development costs.

7. Language should be present covering the potential development of any alternate embodiments specifically described in the patent or on this web site, so that any alternate embodiments marketed will have the same royalty rate as the embodiments covered in the initial agreement.

8. All other elements of the agreement covering the various ways in which the patent rights might be dealt with exclusively or non-exclusively would be decided by our respective attorneys.