

**UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE DIRECTOR OF THE
UNITED STATES PATENT AND TRADEMARK OFFICE**

In the Matter of)	
)	
Michael W. Starkweather,)	Proceeding No. D2018-44
)	
Respondent.)	
_____)	

FINAL ORDER

The Director of the Office of Enrollment and Discipline (“OED Director”) for the United States Patent and Trademark Office (“USPTO” or “Office”) and Michael W. Starkweather (“Respondent”) have submitted a Proposed Settlement Agreement (“Agreement”) to the Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office (“USPTO Director”) for approval.

The Agreement, which resolves all disciplinary action by the USPTO arising from the stipulated facts set forth below, is hereby approved. This Final Order sets forth the parties’ stipulated facts, legal conclusion, and agreed sanction found in the Agreement.

JURISDICTION

1. At all times relevant to a Complaint that was filed, Respondent, of Tampa, Florida, has been an attorney registered to practice before the USPTO and subject to the USPTO Rules of Professional Conduct, which are set forth at 37 C.F.R. §§ 11.101 through 11.901.

2. The USPTO Director has jurisdiction over the proceeding pursuant to 35 U.S.C. §§ 2(b)(2)(D) and 32, and 37 C.F.R. §§ 11.19, 11.32, and 11.26.

STIPULATED FACTS

3. Respondent is an attorney licensed to practice law in the State of Wisconsin (Member ID Number 1003682).

4. Respondent was registered by the USPTO as a patent attorney on September 4, 1990 (Registration Number 34,441). In September 2016, Respondent founded ClearStar IP, LLC (“ClearStar”), which is a company that provides patent and trademark services including preparing, filing, and prosecuting patent and trademark applications before the USPTO.

5. Respondent was the only registered practitioner at ClearStar. All of the ClearStar applications listed Respondent as the attorney of record and were filed under his USPTO Customer Number (144122).

6. At all times relevant, Respondent controlled and directed ClearStar's actions.
7. World Patent Marketing ("WPM") was a marketing corporation that offered inventors marketing, development, and referrals to discounted patent protection services providers.
8. WPM contacted Respondent by email, provided on the UpWork.com consulting board, to inquire about receiving referrals from them.
9. Respondent did due diligence on WPM before working with them, including:
 - a. checking the BBB and finding an A+ rating;
 - b. reviewing their web site and finding that the now former United States Attorney General, Matt Whitaker, was listed as a reference and a member of WPM, and a former Congressman was also listed as a reference and a member of WPM;
 - c. reviewing some of the clients that had worked with WPM, which included medical doctors and engineers;
 - d. asking if WPM had a separate trust account for the referral clients;
 - e. researching court cases regarding companies that had been found to have had ethical and other violations, including cases involving Davidson, and InventHelp; and
 - f. spending over 20 hours over several days modifying, crafting, and designing an engagement letter to cover the known concerns and issues with working with an invention marketing company.
10. ClearStar was one of the companies that received referrals from WPM via email. ClearStar and WPM entered into an agreement whereby Respondent would provide discounted patent services to WPM referred clients and WPM would refer clients to Respondent.
11. In the referral email, the information WPM provided to Respondent included: a multi-page 20+ questionnaire regarding the invention, drawings made by the referral client and WPM, and a designation of the type of patent application that the referral client had selected.
12. Respondent generally knew about the manner in which WPM received and referred clients to him.
13. After receiving the referral email, and after receiving WPM's permission to contact their client, Respondent sent an introduction email and engagement letter to the client.
14. Respondent's first contact with WPM referred clients was through the engagement letter.

15. Respondent's engagement letter stated, in part, the following:

a. "Thank you for considering using my patent services to represent you in connection with your intellectual property (IP) goals."

b. "Do note though, this firm is NOT an employee or agent of WPM; this firm is an independent firm, and as such, it only represents your interest per this engagement scope."

c. "This firm has agreed with your marketing company to provide discounted legal fees for any of their referrals."

d. "... sign this agreement, if you want to work with my law firm."

16. The engagement letters also included patent law terms like "patent pending," "allowance," "office action," "claim," "prior art," "taught by the prior art," "finally rejected," "abandonment," "disclosing public info related to this invention," "utility patent," "design patent," "maintenance fees," "new and useful process, machine, manufacture, or composition of matter, or a new and useful improvement thereof," and "ornamental design embodied in or applied to an article of manufacture".

17. Respondent did not personally discuss the meaning of any of these patent law terms with the inventors or explain how these key terms relate to the inventor's specific invention. In the engagement letter, Respondent indicated:

E. CLEAR UNDERSTANDINGS: The Client fully understands, agrees, and attests to the following:

1. That they have read and understand this entire engagement, and had opportunity for questions.

18. Respondent contacted WPM every time he believed that there was an inappropriate design patent designation to inform WPM that he would prefer to also file a utility patent application or completely change to a utility patent application.

19. After sending his clients the engagement letter, Respondent did not communicate with some of them about key documents related to their applications.

20. Respondent did not personally explain to his clients the material risks of, and reasonably available alternatives to, WPM holding their legal fees used for paying for his legal services. In the engagement letter, Respondent provided the following information:

E. CLEAR UNDERSTANDINGS: The Client fully understands, agrees, and attests to the following:

17. That they are advised to consider contacting an attorney to assess if using a marketing company is helpful to them.

21. Respondent did not convey to his clients the risks of WPM not safeguarding the funds paid for patent services, or not authorizing him to file applications that were most suited for his clients' invention. In the engagement letter, Respondent communicated to his clients that they were responsible for payments if WPM did not remit their fees to ClearStar:

13. **E. CLEAR UNDERSTANDINGS:** The Client fully understands, agrees, and attests to the following:

14. That they agree to the following fees, and they are personally and ultimately responsible, and provide a personal guarantee for all legal fees and government fees owed herein, and client agrees to pay.

15. That Client agrees, serving as security for payment of attorney fees, to grant Clearstar IP, LLC. an **Equitable LIEN** on the subject invention and patent that attorney filed for client and clients marketing company who is enriched by the services performed by CLEARSTAR IP, LLC.

16. That they attest and represent that they have made sufficient payments to WPM to cover the filing legal fees herein, and that those filing legal fees have been set aside in a legal and lawful manner (i.e. trust account) by WPM to pay for the subject legal fees owed herein, and that WPM will transfer such filing legal fees from clients funds that have been set aside and dedicated for such legal fees from a legally created account to make such payment for Client's legal work.

22. Respondent started receiving WPM referrals in September 2016.

23. Between September 2016 and February 2017, most of Respondent's clients were referred from WPM.

24. Between September and December 2016, WPM referrals generated over 90% of Respondent's billing for patent services in 2016, and between January and February 2017, WPM referrals generated over 60% of Respondent's billing for patent services during those months.

25. Respondent invoiced WPM \$93,450 in 2016 (September – December), and \$12,200 in 2017 (January – February).

26. In November 2016, WPM started to fall behind in satisfying its financial obligations to Respondent, but did make partial payments on billing up to the end of December 2016.

27. Respondent stopped receiving full payment for work completed for the clients referred from WPM starting in November 2016, but Respondent continued working on referral clients until notice was received in late January or early February 2017 from the Federal Trade Commission ("FTC") declaring a total halting of WPM operations.¹

¹ The Federal Trade Commission eventually filed a complaint against WPM based upon its improper business practices that ultimately led to WPM closing its doors in 2017. *See FTC v. World Patent Marketing*, No. 17-cv-20848 (S.D.Fla. filed Mar. 6, 2017).

28. Respondent delayed filing some completed patent applications until after he learned that the FTC was not going to pay any refunds to the WPM clients.

29. In a January 26, 2017 email to WPM, Respondent expressed his concern about the substantial outstanding balance that WPM owed him. Respondent stated to WPM that “[w]e have sent billing for NOV 2016 and DECC 2016, and asked for payment over 12 times, and have been ignored. I have over 40 WPM clients screaming for their patent to be filed, but I cannot until I get paid for the work we did 2 and 3 months ago.”

30. On January 28, 2017, Respondent stated in another email to WPM that “THESE CLIENTS ARE ABOUT TO LOOSE THEIR PATENT RIGHTS. I NEED TO GET PAID SO I CAN DO THEIR WORK.”

31. On March 21, 2017, Respondent declared under oath that “no work has been done” on 70-80 of his clients’ applications “because WPM has not paid me.”

32. Respondent did not promptly inform his clients when he chose to temporarily suspend working on their applications. When not working on applications, Respondent considered alternative options available to his clients.

33. Respondent did not inform his clients of the potential significant adverse consequences to their applications as a result of the delay, and he did not counsel his clients on feasible filing alternatives prior to being paid by WPM. After considering the impact of the FTC action, Respondent sent his referral clients an email describing their options.

34. Respondent knew that his clients’ agreements with WPM required his referral clients to provide WPM with sufficient funds to hold to be used and transferred to him for his legal fees.

35. By March 2017, WPM had kept \$59,650.00 of Respondent’s total legal fees of \$93,450 resulting in a payment of only \$33,800.

36. Respondent filed each of his WPM referred clients’ applications electronically.

37. The Oath, Declaration, and Powers of Attorney sections of the applications were electronically signed. However, not all of Respondent’s clients actually signed these sections of their applications. The engagement letter provided the following about signatures:

H. SIGNATURES AND SPECIAL POWER OF ATTORNEY – It is agreed that any facsimile, digital typed between the hash marks -/printed name/, and email signatures (a responding email stating the client agrees with the terms of the engagement letter) are considered as acceptable as original signatures for any legal venue. The client also hereby legally grants attorney herein the special legal power of attorney to sign, if needed, only government patent and IP forms for client, such as, but not limited to IP forms: POA form AIA 82, Declaration AIA 001, PCT forms, Trademark forms, and micro entity SB15 form that claims client’s income last year was under \$150k and they have filed less than 4 previous

patents. If these are not correct, please tell us now, and it is agreed that the Firm is not liable for such inaccuracy.

38. Respondent placed his client's electronic signature onto some of their applications as provided for with the limited power of attorney.

39. On April 4, 2018, during its investigation, OED mailed Respondent a Second RFI. Respondent requested and was granted a sixty-day extension to respond to the RFI.

40. Respondent did not submit a written response to the Second RFI, but was in telephonic communication regarding settlement terms with the OED.

41. On May 22, 2018, OED mailed Respondent a Third RFI. Respondent requested a thirty-day extension to respond. OED denied the request because, among other reasons, Respondent had already received 150 days of extension to respond to various RFIs, which included a 30-day disruption caused by a mandatory hurricane evacuation.

42. Respondent did not submit a response to the Third RFI.

43. On July 9, 2018, OED mailed Respondent a Lack of Response letter reminding him that he had an ethical obligation under 37 C.F.R. § 11.801 to respond to the RFIs he received.

44. Respondent never substantively, and in writing, responded to the Second or Third RFI.

45. OED filed a Complaint with the tribunal alleging that Mr. Starkweather violated certain USPTO Rules of Professional Conduct. Mr. Starkweather filed an Answer denying some of the factual allegations and legal conclusions set forth in the Complaint.

JOINT LEGAL CONCLUSIONS

46. Respondent acknowledged that, based on the information contained in the Stipulated Facts, above, Respondent's acts and omissions violated the following provisions of the USPTO Rules of Professional Conduct:

- a. 37 C.F.R. § 11.101 (failing to provide competent representation) by, *inter alia*, signing inventors' names to Oaths, Declarations and Powers of Attorney;
- b. 37 C.F.R. § 11.102(a) (failing to abide by a client's decisions concerning the objectives of the representation) by, *inter alia*, signing his clients' name to the Oath, Declaration, and Powers of Attorney and filing the Oath, Declaration, and Powers of Attorney with the USPTO; and not showing his clients key documents related to their applications prior to preparing and filing such documents on their behalf with the Office;

- c. 37 C.F.R. § 11.103 (failing to act with reasonable diligence and promptness) by, *inter alia*, intentionally failing to timely file completed applications on behalf of his clients because of a fee dispute with WPM;
- d. 37 C.F.R. §§ 11.104(a)(1) and (b) (failing to explain a matter to the extent reasonably necessary to enable the client to make an informed decision) by, *inter alia*, not explaining the potential conflicts of interest given that he received thousands of dollars from WPM, over 90% of his billing between September 2016 and December 2016 from WPM, and over 60% of his billing between January 2017 and February 2017 from WPM;
- e. 37 C.F.R. § 11.104(a)(2) (failing to reasonably consult with a client about the means by which the client's objectives are to be accomplished) by, *inter alia*, failing to consult with his clients at the beginning of his representation about the scope of their inventions and the most appropriate type of patent application to file for their particular inventions;
- f. 37 C.F.R. § 11.104(a)(3) (failing to keep the client reasonably informed about the status of a matter) by, *inter alia*, not communicating with his clients about key documents related to their applications prior to preparing and filing such documents on their behalf with the Office;
- g. 37 C.F.R. § 11.104(b) (failing to explain a matter to the extent reasonably necessary to enable a client to make an informed decision) by, *inter alia*, not personally explaining to his clients the patent law terms in the engagement letter; and not personally explaining to his clients that he decided not to file their completed applications because of a fee dispute with a WPM and that feasible alternatives existed for filing the applications prior to being paid by WPM;
- h. 37 C.F.R. § 11.107(a) (failing to obtain informed consent in writing from clients where the representation involved a concurrent conflict of interest) by, *inter alia*, representing investors referred from WPM without disclosing that WPM referrals constituted the majority of Respondent's business between September 2016 and February 2017, and that he would communicate with WPM regarding the type of application to file;
- i. 37 C.F.R. §§ 11.303(a)(1), 11.303(a)(3), and 11.303(d) (knowingly making false statements of fact to a tribunal) by, *inter alia*, signing his clients' name to the Oath, Declaration, and Powers of Attorney, and filing the Oath, Declaration, and Powers of Attorney with the USPTO;
- j. 37 C.F.R. § 11.504(c) (permitting an entity which recommended, employed, or paid Respondent to direct or regulate Respondent's professional judgment) by, *inter alia*, allowing WPM to decide the type of application he should file for his clients;

- k. 37 C.F.R. §§ 11.804(c) and (d) (engaging in conduct involving dishonesty, fraud, deceit or misrepresentation) by, *inter alia*, signing clients' names to Oaths, Declarations, and Powers of Attorney and filing the Oaths, Declarations, and Powers of Attorney with the USPTO; and
- l. 37 C.F.R. § 11.804(d) (engaging in conduct that is prejudicial to the administration of justice) by, *inter alia*, failing to substantively, and in writing, answer the questions set forth in the Second and Third RFIs that he received during the OED investigation into his conduct with his clients.

AGREED SANCTION

47. Respondent freely and voluntarily agreed and it is hereby ORDERED that:
- a. Respondent is suspended from practice before the Office in patent matters for thirty-six (36) months commencing on the date the Final Order is signed;
 - b. Respondent shall be permitted to file a petition for reinstatement pursuant to 37 C.F.R. § 11.60(b) twenty-four (24) months after the date of the Final Order;
 - c. Respondent shall remain suspended from the practice of patent, trademark, and non-patent matters before the USPTO until reinstated by the OED Director pursuant to 37 C.F.R. § 11.60;
 - d. As a condition of reinstatement, Respondent shall, at his own expense, (1) take the Multi-State Professional Responsibility Examination ("MPRE"); (2) attain a score of 85 or better; and (3) provide a declaration to the OED Director with accompanying corroborating document(s) verifying his compliance with this subparagraph;
 - e. As a condition of reinstatement, Respondent shall, at his own expense, complete twelve (12) hours of continuing legal education on conflicts of interest, communication, trust accounts, or other ethics classes and provide a declaration to the OED Director with accompanying corroborating document(s) verifying his compliance with this subparagraph;
 - f. Respondent shall, upon reinstatement, serve a two-year probationary period commencing on the date of his reinstatement to practice before the Office;
 - g. Respondent shall comply with the USPTO Rules of Professional Conduct during the probationary period;
 - h. (1) If the OED Director is of the opinion that Respondent, during the

probationary period, failed to comply with any provision of the Agreement, the Final Order, or any disciplinary rule of the USPTO Rules of Professional Conduct, the OED Director shall: (A) issue to Respondent an Order to Show Cause why the USPTO Director should not order that Respondent be immediately suspended up to two years for such failure; (B) send the Order to Show Cause to Respondent at the last address of record Respondent furnished to the OED Director; and (C) grant Respondent fifteen (15) days to respond to the Order to Show Cause;

(2) After the expiration of the 15 day period for response, and consideration of any timely response, if the OED Director continues to be of the opinion that Respondent, during the probationary period, failed to comply with any provision of the Agreement, the Final Order, or any disciplinary rule of the USPTO Rules of Professional Conduct, the OED Director shall: (A) deliver to the USPTO Director or his designee: (i) the Order to Show Cause; (ii) Respondent's response to the Order to Show Cause, if any; and (iii) argument and evidence causing the OED Director to be of the opinion that Respondent failed to comply with any provision of the Agreement, the Final Order, or any disciplinary rule of the USPTO Rules of Professional Conduct during the probationary period, and (B) request that the USPTO Director immediately suspend Respondent for up to two years for such failure; and

(3) Nothing herein shall prevent the OED Director from seeking discipline for the misconduct that formed the basis for the Order to Show Cause.

- i. In the event the USPTO Director suspends Respondent pursuant to subparagraph h, above, and Respondent seeks a review of the suspension, any such review shall not operate to postpone or otherwise hold in abeyance the suspension;
- j. Respondent is granted limited recognition to practice before the Office beginning on the date this Final Order is signed, and expiring ninety (90) days after the date this Final Order is signed, with such limited recognition being granted for the sole purpose of facilitating Respondent's compliance with 37 C.F.R. § 11.58(b);
- k. Respondent shall be permitted to prosecute applications in which he is the sole inventor after the date of this Final Order;

- l. Respondent comply with 37 C.F.R. §§ 11.58 and 11.60;
- m. The OED Director comply with 37 C.F.R. § 11.59;
- n. The OED Director electronically publish the Final Order at OED's electronic FOIA Reading Room, which is publicly accessible at:
<http://foiadocuments.uspto.gov/oed/>;
- o. The OED Director publish a notice in the *Official Gazette* that is materially consistent with the following:

Notice of Suspension and Probation

This notice concerns Michael W. Starkweather, a registered patent agent (Registration Number 34,441), who practices primarily before the Office in patent matters. The United States Patent and Trademark Office ("USPTO" or "Office") has suspended Mr. Starkweather from practice before the Office in patent, trademark, and non-patent matters for three years for violating multiple disciplinary rules. As a condition of reinstatement, and at his own expense, Mr. Starkweather must: (1) take the Multi-State Professional Responsibility Examination and provide the OED Director with a declaration and documents verifying a score of 85 or higher, and (2) successfully complete twelve hours of continuing legal education on ethics. Upon reinstatement, Mr. Starkweather shall serve a two-year probationary period commencing on the date of his reinstatement to practice before the Office.

Respondent is the founder of ClearStar IP, LLC, which is a company that provides patent and trademark services. Between September 2016 and February 2017, most of Mr. Starkweather's clients were referred from World Patent Marketing ("WPM"), a marketing company that offered marketing, development, and patent protection services to inventors. When WPM referred inventors to Mr. Starkweather, it gave him specific instructions as to the type of patent application to file for the inventor. WPM paid Mr. Starkweather directly for his services. Mr. Starkweather did not inform his clients of the amount he billed WPM.

After Mr. Starkweather received the referrals, he sent the referred inventor an engagement letter prior to filing applications. The letters included patent law terms like "patent pending," "utility patent," and "ornamental design." Respondent did not personally discuss patent law terms or each section of the letters with the inventors, did not explain how the patent law terms relate to the inventor's specific invention, and did not advise some of his client as to the type of protection that best suited their invention.

At some point, WPM stopped paying Mr. Starkweather for his patent services. Respondent delayed filing some applications that he had completed because he was not paid.

After the Office learned of Mr. Starkweather's misconduct, it sent him three requests for information ("RFI") to give him an opportunity to explain his actions. Mr. Starkweather provided a response to the first RFI. Mr. Starkweather did not submit a substantive written response to the last two requests. The OED filed a complaint against Mr. Starkweather, and Mr. Starkweather filed an Answer denying some of the factual allegations and legal conclusions in the Complaint.

Mr. Starkweather's conduct violated the following USPTO Rules of Professional Conduct:

37 C.F.R. § 11.101 by signing inventors' names to Oaths, Declarations and Powers of Attorney;

37 C.F.R. § 11.102(a) by signing his clients' name to the Oath, Declaration, and Powers of Attorney and then filing those documents with the USPTO; and by not showing his clients key documents related to their applications prior to preparing and filing such documents on their behalf;

37 C.F.R. § 11.103 by intentionally failing to timely file completed applications on behalf of his clients because of a fee dispute with WPM;

37 C.F.R. §§ 11.104(a)(1) and (b) by not explaining the potential conflicts of interest given that he received thousands of dollars from WPM, over 90% of his billing between September 2016 and December 2016 was from WPM, and over 60% of his billing between January 2017 and February 2017 was from WPM;

37 C.F.R. § 11.104(a)(2) by failing to consult with his clients at the beginning of his representation about the scope of their inventions and the most appropriate type of patent application to file for their particular inventions;

37 C.F.R. § 11.104(a)(3) by not communicating with his clients about key documents related to their applications prior to preparing and filing such documents on their behalf with the Office;

37 C.F.R. § 11.104(b) by not personally explaining to his clients the patent law terms and each section in the engagement letter; and not promptly explaining to his clients that he decided not to file their completed applications because of a fee dispute with WPM;

37 C.F.R. § 11.107(a) by representing inventors referred from WPM without disclosing to them that WPM referrals constituted the majority of

Respondent's business between September 2016 and February 2017 and that he would communicate with WPM regarding the type of application to file;

37 C.F.R. §§ 11.303(a)(1), 11.303(a)(3), and 11.303(d) by signing his clients' name to the Oath, Declaration, and Powers of Attorney and filing the Oath, Declaration, and Powers of Attorney with the USPTO;

37 C.F.R. § 11.504(c) by seeking WPM's approval to add or change to a utility patent application;

37 C.F.R. §§ 11.804(c) and (d) by signing clients' names to Oaths, Declarations, and Powers of Attorney and filing the Oaths, Declarations, and Powers of Attorney with the USPTO; and

37 C.F.R. § 11.804(d) by failing to substantively, and in writing, answer any of the questions set forth in the Second and Third RFIs that he received during the OED investigation into his conduct with his clients.

Practitioners are encouraged to read the Final Orders published by the OED Director in *In re Wold*, Proceeding No. D2018-35 (USPTO Sept. 20, 2018); *In re Montgomery*, Proceeding No. D2018-02 (USPTO Jan. 10, 2018); *In re Mikhailova*, Proceeding No. D2017-18 (USPTO June 16, 2017); *In re Virga*, Proceeding No. D2017-14 (USPTO Mar. 16, 2017); which contain facts similar to those presented in Mr. Starkweather's case and which contain additional guidance to registered practitioners who accept referrals from non-practitioner third parties, such as a company that aims to assist inventors in protecting and/or marketing their inventions. *Cf. In re Meyer*, Proceeding No. D2010-41 (USPTO Sept. 7, 2011) (referral of trademark applicants).

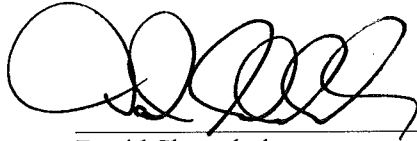
This action is the result of a settlement agreement between Mr. Starkweather and the OED Director pursuant to the provisions of 35 U.S.C. §§ 2(b)(2)(D) and 32 and 37 C.F.R. §§ 11.19, 11.20, and 11.26. Disciplinary decisions involving practitioners are posted for public reading at the OED Reading Room, available at:
<http://foiadocuments.uspto.gov/oed/>

- p. Nothing in the Agreement or the Final Order shall prevent the Office from considering the record of this disciplinary proceeding, including the Final Order: (1) when addressing any further complaint or evidence of the misconduct concerning Respondent brought to the attention of the Office; (2) in any future disciplinary proceeding against Respondent (i) as an aggravating factor to be taken into consideration in determining any discipline to be imposed, and/or (ii) to rebut any statement or representation by or on Respondent's behalf; and (3) in connection with any request for reconsideration of a decision on a petition for reinstatement.

- q. Pursuant to the express language in the Agreement, Respondent waives all rights to seek reconsideration of the Final Order under 37 C.F.R. § 11.56, waives the right to have the Final Order reviewed under 37 C.F.R. § 11.57, and waives the right otherwise to appeal or challenge the Final Order in any manner; and
- r. Each party shall bear their own costs incurred to date and in carrying out the terms of the Agreement and any Final Order.

17 Oct 2019

Date



David Shewchuk
Deputy General Counsel for General Law
United States Patent and Trademark Office

on delegated authority by

Andrei Iancu
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office

cc:
OED Director
U.S. Patent and Trademark Office

Michael W. Starkweather
c/o Mark T. Ethington, P.C.
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