

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

In the Matter of)
)
Afamefuna Okeke,) Proceeding No. D2024-18
)
Respondent)
_____)

FINAL ORDER

The Deputy General Counsel for Enrollment and Discipline and the Director of the Office of Enrollment and Discipline (“OED Director”) for the United States Patent and Trademark Office (“USPTO” or “Office”) and Mr. Afamefuna Okeke (“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 Joint Stipulated Facts set forth below, is hereby approved. This Final Order sets forth the parties’ stipulated facts, legal conclusions, and sanctions.

Jurisdiction

1. At all times relevant, Respondent of Houston, Texas, has been a Texas-licensed attorney (Bar Card # 24120500) in good standing who was engaged in practice before the Office in trademark matters. He also gained licensure in New York (Registration # 5937826) in January 2023.
2. Respondent is subject to the USPTO Rules of Professional Conduct, which are set forth at 37 C.F.R. § 11.101 through 11.901.
3. The USPTO Director has jurisdiction over this matter pursuant to 35 U.S.C. §§ 2(b)(2)(D) and 32 and 37 C.F.R. §§ 11.19, 11.20, and 11.26.
4. This disciplinary proceeding was brought pursuant to 37 C.F.R. § 11.32 and 11.39, and 5 U.S.C. § 558(c).

Relevant Laws, Rules, and Regulations

A. The U.S. Counsel Rule

On August 3, 2019, the Office’s “U.S. Counsel Rule” took effect. The rule requires any foreign-domiciled trademark applicant or registrant to be represented before the USPTO by an

attorney licensed to practice law in the United States. *See* 37 C.F.R. § 2.11(a); *Requirement of U.S. Licensed Attorney for Foreign Trademark Applicants and Registrants*, 84 Fed. Reg. 31498 (July 2, 2019) (“the U.S. Counsel Rule”).

The U.S. Counsel Rule was implemented in response to the increasing problem of foreign-domiciled trademark applicants who purportedly were *pro se* and who were filing inaccurate and possibly fraudulent submissions that violate the Trademark Act (Act) and/or the USPTO’s rules. Many appear to be doing so on the advice, or with the assistance, of foreign individuals and entities who are not authorized to represent trademark applicants before the USPTO. This practice undermines the accuracy and integrity of the U.S. trademark register and its utility as a means for the public to reliably determine whether a chosen mark is available for use or registration, and places a significant burden on the trademark examining operation. *See* 84 Fed. Reg. 31498, 31498-31499. The U.S. Counsel Rule’s requirement for U.S. licensed attorneys — who have ethical obligations to the USPTO and to their trademark clients— to represent foreign-domiciled trademark applicants and registrants before the USPTO was intended to (a) increase compliance with U.S. trademark law and USPTO regulations; (b) improve the accuracy of trademark submissions to the USPTO; and (c) safeguard the integrity of the U.S. trademark register. *See generally id.*

B. Trademark Electronic Application System and USPTO.gov Accounts

The Trademark Electronic Application System (“TEAS”) is the USPTO’s electronic trademark filing and prosecution system. Trademark documents are electronically prepared, signed, and filed via TEAS.

Save for exceptions not applicable in this case, one must have and use a USPTO.gov account to submit trademark documents via TEAS.¹

Attorneys may have their own USPTO.gov account to use when representing trademark clients before the USPTO. Additionally, attorneys are permitted to sponsor USPTO.gov accounts for a reasonable number of support staff. USPTO.gov account holders agree to the terms of the USPTO Trademark Verified USPTO.gov Account Agreement.

Responsibilities of Account Holder

The USPTO Trademark Verified USPTO.gov Account Agreement in effect in this matter sets forth the responsibilities of USPTO.gov account holders. Each of these responsibilities are intended to ensure that the account is not used by other persons or for improper purposes.

¹ General information about the use of USPTO.gov accounts for trademark purposes is found at the following USPTO webpages: (a) <https://www.uspto.gov/learning-and-resources/account-faqs>; (b) <https://www.uspto.gov/trademarks/login>; (c) <https://www.uspto.gov/terms-use-uspto-websites>; and (d) <https://www.uspto.gov/trademarks/protect/why-uspto-may-shut-down-usptogov-accounts>.

The account holder agrees not to permit others to use the trademark Verified USPTO.gov account login credentials issued to the person and to take reasonable steps to prevent others from learning such account login information. The account holder also agrees to promptly notify the USPTO if the holder becomes aware that his or her login credentials have been used by others. The account holder agrees that the trademark Verified USPTO.gov account will not be used in connection with the unauthorized practice of law.

Additional Responsibilities of Attorneys who Sponsor Accounts

The USPTO Trademark Verified USPTO.gov Account Agreement sets forth additional responsibilities for attorneys who sponsor accounts for other persons.

First, the USPTO Trademark Verified USPTO.gov Account Agreement expressly limits who an attorney may sponsor:

As an attorney, I may only sponsor attorney support staff under my supervision, employed or retained by my individual law practice, law firm, or as employees of the same company as myself.

I will not attempt to sponsor any other individuals or organizations, including any foreign or domestic company, group, client, agent, attorney or other practitioner.

As a sponsoring attorney, I understand that I am responsible for verifying the identity of any person who I sponsor, and understand that this information is subject to the terms of Section 1 above.

Second, a sponsoring attorney agrees to accept responsibility for the conduct of non-practitioners whom they sponsor. The attorney acknowledges the following duties and responsibilities in connection with his or her sponsoring of another person:

As a sponsoring attorney, I understand that I am personally, professionally, and ethically responsible for the conduct of each attorney support staff when using a sponsored USPTO.gov account.

I will take reasonable steps to ensure that each sponsored attorney support staff is familiar with the terms of this Agreement and with the relevant laws, regulations, and policies of the USPTO with respect to the duties to which their access pertains.

I will take reasonable steps to ensure that each sponsored attorney support staff's access and use of USPTO systems is consistent with the tasks assigned that individual. Such reasonable steps include prompt removal of sponsorship when appropriate, including where the individual is no longer under my employ and/or supervision.

I will immediately remove sponsorship of the USPTO.gov account for any attorney support staff whom I have reason to believe has abused or misused any USPTO system, including but not limited to knowingly submitting false statements or signatures, and I will immediately report the misuse or abuse to the USPTO.

I understand that each USPTO.gov account is intended for use by the individual to whom it is registered, and that each of the attorney support staff I sponsor must have a separate USPTO.gov account in their own name and are not permitted to share accounts among other support staff individuals.

C. USPTO Trademark Signature Rules

The USPTO trademark signature rules require that (a) all signatures on trademark documents be signed by a proper person, (b) trademark documents be personally signed by the signatory named on the document, and (c) a person electronically signing a document must personally enter any combination of letters, numbers, spaces, and/or punctuation marks that he or she has adopted as a signature and that combination must be placed between two forward slash (“/”) symbols in the signature block on the electronic submission. *See* 37 C.F.R. §§ 2.193(a), (c), and (e); and 37 C.F.R. § 11.18(a).

The Trademark Manual of Examining Procedure (“TMEP”) provides additional clear and straightforward guidance to practitioners regarding the USPTO trademark electronic signature rules’ requirement that the named signatory sign the document:

All documents must be properly signed. 37 C.F.R. §§ 2.193(a)(1), 11.18(a).

The person(s) identified as the signatory must personally sign the printed form or personally enter his or her electronic signature, either directly on the TEAS form or in the emailed form. 37 C.F.R. § 2.193(a), (d).

Another person (*e.g.*, paralegal, legal assistant, or secretary) may not sign or enter the name of a qualified U.S. attorney or other authorized signatory.

Just as signing the name of another person on paper does not serve as the signature of the person whose name is written, typing the electronic signature of another person is not a valid signature by that person.

TMEP § 611.01(c) (July 2022) (case citations omitted) (line spacing added).²

If the signature fails to comply with 37 C.F.R. § 2.193(a) or (e) because it was entered by someone other than the named signatory or not signed by a proper person, the trademark may be subject to cancellation. *See* 84 Fed. Reg. at 31498 (stating that “[i]f signed by a person determined to be an unauthorized signatory, a resulting registration may be invalid.”). *See also In re Dermahose Inc.*, 82 U.S.P.Q.2d 1793 (T.T.A.B. 2007); *In re Cowan*, 18 U.S.P.Q.2d 1407 (Com’r Pat. & Trademarks 1990). The integrity of the federal trademark registration process is adversely affected when trademark filings are impermissibly signed and filed with the USPTO.

Trademark applications contain declarations that are signed under penalty of perjury, with false

² Previously published in July 2021 (with similar language) and in October 2018 (with similar language prior to the U.S. Counsel Rule).

statements being subject to punishment under 18 U.S.C. § 1001. Signatories to declarations in trademark applications make specific representations regarding applicants' use of the mark in commerce and/or their intent to use the mark in commerce. The USPTO relies on such declarations signed under penalty of perjury in trademark applications in the course of examining trademark applications and issuing registrations.

D. Three Signature Methods

The agency allows for three signature methods for documents filed through TEAS: "DIRECT," "H-SIGN," "E-SIGN ON."

"DIRECT" is the default signature procedure. Under this method, the named signatory on the trademark document signs directly at the end of the document. When signing to verify the contents of an application, the signatory will enter any alpha/numeric character(s) or combination of his or her choosing in the signature block on the application form, preceded and followed by the forward slash (/) symbol. Importantly, where a document is signed using the DIRECT signature method, if the document is saved for later filing, any electronic signature would not be saved on the TEAS form and would need to be reentered—personally by the proper signatory.

With the "H-SIGN" procedure, an electronic file (*e.g.*, a PDF file) of an original handwritten pen and ink ("wet") signature is submitted. Through this method, the text form of the document is typically printed out and then transmitted to the signatory, who signs the document in the traditional pen-and-ink manner. Once the signed form has been transmitted back to the preparer, the signed document is attached to the TEAS application (or another document) as a JPG image file, and a complete application can then be validated and filed electronically.

The third electronic signature procedure is "E-SIGN ON." Under the E-SIGN ON method, the USPTO sends a hyperlink via email to a designated email address (*e.g.*, the email address for the named signatory of the trademark document), and the recipient opens the hyperlink, which opens the trademark form and electronically signs his or her own name. The signed form is then returned to the original preparer of the document, who can then complete the submission process to the USPTO.

E. Signature and Certification Requirements of 37 C.F.R. § 11.18

Section 11.18 of Part 37 of the Code of Federal Regulations sets forth the signature and certification requirements for any correspondence filed with the USPTO. Regarding certifications, § 11.18 states that by presenting a document to the USPTO—whether by signing, filing, submitting, or later advocating—the party presenting such document makes important certifications on which the USPTO relies.³

First, the party presenting a document filed with the USPTO represents that all statements made on the party's own knowledge are true, and that all statements made on the party's information and belief are believed to be true. 37 C.F.R. § 11.18(b)(1). Trademark applications based on use

³ These certifications apply to trademark documents filed with the USPTO. *See* 37 C.F.R. § 2.193(f).

in commerce under 15 U.S.C. § 1051(a) contain the following factual assertions to which the § 11.18 certifications apply:

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce and was in use in commerce as of the filing date of the application on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application and was used on or in connection with the goods/services in the application as of the application filing date; and
- To the best of the signatory's knowledge and belief, the facts recited in the application are accurate.

Knowingly and willfully false or fraudulent statements are subject to criminal penalty under 18 U.S.C. § 1001 and any other applicable criminal statute. *See id.*

Second, § 11.18 provides that the signatory of a document filed with the USPTO certifies that:

[t]o the best of the party's knowledge, information and belief, *formed after an inquiry reasonable under the circumstances*, (i) the paper is not being presented for any improper purpose, such as to harass someone or to cause unnecessary delay or needless increase in the cost of any proceeding before the Office; (ii) the other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law; (iii) the allegations and other factual contentions have evidentiary support or, if specifically so identified, are likely to have evidentiary support after a reasonable opportunity for further investigation or discovery; and (iv) the denials of factual contentions are warranted on the evidence, or if specifically so identified, are reasonably based on a lack of information or belief.

37 C.F.R. § 11.18(b)(2) (emphasis added).

Importantly, § 11.18(b)(1) expressly explains that certification violations “may jeopardize the probative value” of the filing.

Joint Stipulated Facts

Practice Background

5. Mr. Okeke graduated from law school in 2021, and he gained licensure to practice law in Texas (Bar Card # 24120500) in October of the same year. He also gained licensure to practice law in New York (Registration # 5937826) in January 2023.

6. From 2021 through 2023, Mr. Okeke's legal practice consisted of USPTO

trademark matters, document review, and business matters. In 2022, his practice before the USPTO in trademark matters, including in trademark filings and TTAB matters, consisted of approximately 70% of his work and 70% of his income. In 2023, his practice before the USPTO in trademark matters, including in trademark filings and TTAB matters, consisted of approximately 70% of his work and approximately 70% of his income. In each of those years, the other 30% of his work and income was for document review and business matters.

7. Mr. Okeke acknowledges that during his practice before the USPTO in trademark matters, he lacked a full understanding of the USPTO trademark signature rules and the U.S. Counsel Rule.

8. Mr. Okeke also acknowledges that he lacked understanding of the requirements for creating and monitoring sponsored USPTO.gov accounts in accordance with the USPTO-sponsored account agreement.

9. During the relevant period, Mr. Okeke's clientele was primarily foreign-domiciled, with over 95% of his clients domiciled in either China or India.

Beakpo Corporation (January 2022 to July 2022)

10. Respondent was the attorney of record for many foreign-domiciled trademark clients that Respondent received through his employment with Beakpo Corporation ("Beakpo") of Pearland, Texas.

11. Beakpo was owned by Shenzhen Pengzhiyun Enterprise Management Consulting Co., Ltd, ("SPEMC") (loosely translated to 深圳市鹏之云企业管理咨询有限公司 in Simplified Chinese). According to its publicly available business license, SPEMC is located in Shenzhen, China.

12. Mr. Okeke recalled learning of a job offering with Beakpo via an online advertisement. Beakpo offered full-time employment for attorneys at a salary of approximately \$4,000 per month, and Mr. Okeke was hired as an employee by Beakpo in January 2022 under this agreement.

13. Mr. Okeke's employment with Beakpo was terminated via a 30-day notice on June 30, 2022, and was effective on July 31, 2022. According to Mr. Okeke, he was laid off by Beakpo. The company voluntarily dissolved not long after Mr. Okeke was laid off.

Lyptus Partners Business Services Pvt. Ltd. (August 2022 to August 2023)

14. At all relevant times, Lyptus Partners Business Services Pvt. Ltd. (loosely translated to लिप्टस पार्टनर्स बिजनेस सर्विसेज प्रा. लिमिटेड in Hindi) ("Lyptus") was a business located in Delhi, India.

15. In August 2022, Lyptus posted a "US Trademark Attorney Requirement" social media listing seeking an attorney to take over 300 cases for Lyptus. Lyptus hired Mr. Okeke in

August 2022. The agreement was for Mr. Okeke to do two hundred-fifty (250) applications as a baseline each month for \$2,000 (i.e., \$8 per application).

16. Mr. Okeke sponsored accounts in connection with his trademark practice on behalf of Lyptus. These accounts included one for Paikar Louis and one for David Louise.

Mr. Okeke's Trademark Practice

17. Mr. Okeke acknowledged that, at times, his review of trademark documents for Beakpo and Lyptus were not robust enough to meet the required standards for trademark practice before the USPTO.

18. Mr. Okeke did not reach out to contact his client applicants directly and he acknowledged a lack of understanding of how Beakpo and Lyptus interfaced with his clients. He did not make a reasonable inquiry into representations by Beakpo or Lyptus about each company's respective process for obtaining "wet" signatures from his trademark clients that were entered on trademark documents that were later filed with the USPTO via TEAS.

19. Nor did Mr. Okeke make a reasonable inquiry to confirm how Lyptus was obtaining his client trademark clients' signatures that were entered on trademark documents using the DIRECT signature method and later filed with the USPTO via TEAS. Mr. Okeke was unsure if Lyptus was entering the signatures of his trademark clients.

20. OED uncovered at least 82 trademark applications associated with Lyptus where Mr. Okeke is identified as the attorney of record for trademark applicants where the applicants' signatures were entered on the application using the DIRECT signature method but that the client applicants did not sign themselves.

21. Mr. Okeke also acknowledges that he did not adequately supervise non-practitioner assistants Paikar Louis and David Louis. OED uncovered at least 19 trademark documents where Mr. Okeke is identified as the attorney of record for the applicant and Mr. Okeke's signature is entered on the document using the DIRECT signature method. The documents were filed via the account Mr. Okeke sponsored for Paikar Louis.

Additional Considerations

22. Respondent has never been the subject of professional discipline by the USPTO, and he represents that he has not been subject to discipline by any court, or any state bar.

23. Respondent has informed the Deputy Commissioner for Trademark Examination Policy of the improper signatures and provided an itemized list of the associated filings.

24. Respondent cooperated with OED's investigation, e.g., by agreeing to an online interview with OED and by providing timely, candid, and non-evasive responses to requests for information.

25. Respondent has acknowledged his ethical lapses, demonstrated genuine contrition, and accepted responsibility for his acts and omissions.

Joint Legal Conclusions

26. Respondent acknowledges that, based on the information contained in the joint stipulated facts above, that Respondent's acts and omissions violated the following provisions of the USPTO Rules of Professional Conduct:

- a) 37 C.F.R. § 11.101 (a practitioner shall provide competent representation) by, *inter alia*, (1) not possessing an adequate understanding of the USPTO trademark signature rules such that his non-practitioner assistants were impermissibly permitted to enter the signatures of the named signatories on trademark documents filed with the USPTO subjecting the marks to potential cancellation; (2) not possessing an adequate understanding of the U.S. Counsel Rule risking the accuracy and integrity of the trademark register; (3) not being familiar with and not understanding the requirements for USPTO.gov accounts or sponsored accounts (*e.g.*, sponsoring USPTO.gov accounts for non-practitioner assistants) resulting in violation of the user agreement; (4) not adequately supervising non-practitioner assistants for whom he had sponsored USPTO.gov accounts; (5) not making a reasonable inquiry under 37 C.F.R. § 11.18 into how his trademark clients' signatures were entered on documents later filed with the USPTO; and (6) presenting trademark documents to the USPTO that were not signed in compliance with USPTO trademark signature rules;
- b) 37 C.F.R. § 11.103 (not acting with reasonable diligence) by, *inter alia*, (1) not possessing an adequate understanding of the USPTO trademark signature rules while practicing before the Office in trademark matters, such that he allowed non-practitioner assistants to enter the signatures of the named signatories on trademark documents filed with the USPTO; (2) not knowing the U.S. Counsel Rule when representing foreign-domiciled client applicants before the Office in trademark matters risking the accuracy and integrity of the trademark register; (3) not being familiar with and not understanding the requirements for USPTO.gov accounts or sponsored accounts (*e.g.*, sponsoring USPTO.gov accounts for non-practitioner assistants) resulting in violation of the terms of the USPTO.gov agreement; (4) not adequately supervising non-practitioner assistants for whom he had sponsored USPTO.gov accounts such that he allowed them to enter the signatures of the named signatories on trademark documents filed with the USPTO; (5) not making a reasonable inquiry into how his trademark clients' signatures were entered on documents later filed with the USPTO; (6) presenting trademark documents to the USPTO that were not signed in compliance with USPTO trademark signature rules; and (7) not reviewing trademark documents adequately (*e.g.*, engaging in reviews that were not robust enough) prior to the documents being presented to the USPTO in violation of 37 C.F.R. § 11.18;
- c) 37 C.F.R. §§ 11.503(b) and (c) (responsibilities regarding non-practitioner assistants) by, *inter alia*, (1) not adequately supervising non-practitioner assistants for whom he had sponsored USPTO.gov accounts such that he allowed non-practitioner assistants to enter the signatures of the named signatories on trademark documents filed with the

- USPTO; (2) not making a reasonable inquiry into how his trademark clients' signatures were entered on documents later filed with the USPTO; and (3) directing, allowing, or otherwise facilitating non-practitioner assistants to enter his trademark client signatures on documents filed with the USPTO;
- d) 37 C.F.R. § 11.505 (assisting in the unauthorized practice of law) by, *inter alia*, not adequately supervising non-practitioner assistants for whom he had sponsored USPTO.gov accounts and not making reasonable inquiry into how his trademark clients' signatures were entered on documents later filed with the USPTO such that non-practitioner assistant entered his trademark client signatures on documents filed with the USPTO;
 - e) 37 C.F.R. § 11.804(c) (engaging in conduct involving misrepresentation) by, *inter alia*, presenting trademark documents to the USPTO that were not signed by the named signatory on the document; and
 - f) 37 C.F.R. § 11.804(d) (engaging in conduct that is prejudicial to the integrity of the trademark system) by, *inter alia*, (1) not possessing an adequate understanding of the USPTO trademark signature rules; (2) not possessing an adequate understanding of the U.S. Counsel Rule; (3) not being familiar with and not understanding the requirements for USPTO.gov accounts or sponsored accounts (*e.g.*, sponsoring USPTO.gov accounts for non-practitioner assistants); (4) not adequately supervising non-practitioner assistants for whom he had sponsored USPTO.gov accounts; (5) not making a reasonable inquiry into how his trademark clients' signatures were entered on documents later filed with the USPTO; (6) presenting trademark documents to the USPTO that were not signed in compliance with USPTO trademark signature rules; (7) not reviewing trademark documents adequately (*e.g.*, engaging in reviews that were not robust enough) prior to the documents being presented to the USPTO in violation of 37 C.F.R. § 11.18; (8) directing, allowing, or otherwise facilitating non-practitioner assistants to enter his trademark client signatures on documents filed with the USPTO; and (9) not adequately supervising non-practitioner assistants for whom he had sponsored USPTO.gov accounts and not making a reasonable inquiry into how his trademark clients' signatures were entered on documents later filed with the USPTO such that non-practitioner assistant entered his trademark client signatures on documents filed with the USPTO.

Agreed-Upon Sanction

27. Respondent freely and voluntarily agrees, and it is hereby ORDERED that:
- a. Respondent be suspended from practice before the Office for a period of thirty (30) days;
 - b. Respondent is to remain suspended from practice before the USPTO until the OED Director grants a petition requesting Respondent's reinstatement pursuant to 37 C.F.R. § 11.60;

- c. Respondent shall comply fully with 37 C.F.R. § 11.58;
- d. Respondent may satisfy his obligations under 37 C.F.R. § 11.58(c)(3)(i) for those clients who are domiciled in a foreign country and have immediate or prospective business before the Office in patent, trademark, or other non-patent matters (*e.g.*, trademark applicants, parties before the USPTO Trademark Trial and Appeal Board, patent applicants, parties before the USPTO Patent Trial and Appeal Board) by emailing, in the client's native language, the requisite 37 C.F.R. § 11.58 notices and information (including a copy of the Final Order that has been correctly translated into the client's native language) to:
 - 1. The email address for each client and, if applicable, the email address as set forth in the "Applicant's Information" portion of each client's trademark application, but only if such email address is an email address belonging to the client and one that Respondent reasonably believes to which the client has direct access (*i.e.*, not the email address belonging to a foreign referring entity);
 - 2. An email address belonging to the client and one that Respondent reasonably believes to which the client has direct access (*i.e.*, not the email address belonging to a foreign-domiciled third person or a foreign domiciled entity who referred the matter to Respondent); or
 - 3. The foreign-domiciled third person or a foreign-domiciled entity who referred the matter to Respondent, but only if:
 - A. Respondent takes reasonable measures to ensure that the foreign-domiciled third person or a foreign-domiciled entity thereafter promptly forwards Respondent's email to the client with the translated Final Order attached and Respondent is copied on the forwarded email;
 - B. Respondent takes reasonable measures to learn from the foreign-domiciled third person or a foreign-domiciled entity that the client actually received the Respondent's email and translated Final Order forwarded to the client;
 - C. Respondent's affidavit submitted pursuant to 37 C.F.R. § 11.58(d) sets forth the details of his reasonable measures that are required by subparagraphs (3)(A) and (B) immediately above; and
 - D. Any petition for reinstatement filed by or on behalf of Respondent sets forth the details of his reasonable measures that are required by subparagraphs (3)(A) and (B) immediately above;
- e. Respondent shall not be granted limited recognition pursuant to 37 C.F.R. § 11.58(f).

- f. The USPTO is hereby authorized to disable or suspend any USPTO.gov accounts registered to Respondent as of the date of the Final Order approving this Agreement (including, but not limited to, all accounts that Respondent has ever established, sponsored, used in connection with any trademark matter);
- g. Respondent shall not apply for a USPTO verified Electronic System account, shall not obtain a USPTO verified Electronic System account, nor shall he have his name added to a USPTO verified Electronic System account, unless and until he is reinstated to practice before the USPTO;
- h. Respondent is prohibited from using, assessing, or assisting others in using or accessing any USPTO.gov account(s) or other USPTO filing systems for preparing or filing documents with the USPTO;
- i. Until a petition seeking Respondent's reinstatement to practice before the USPTO is granted pursuant to 37 C.F.R. § 11.60, Respondent shall be prohibited, and the USPTO is authorized to disallow Respondent, from the following: (1) opening or activating any USPTO.gov account(s) to be used for preparing or filing documents with the USPTO; (2) applying for, or attempting to apply for any USPTO.gov account(s) to be used for preparing or filing documents with the USPTO; (3) verifying, or attempting to verify, any other person's credentials in connection with USPTO.gov account(s) to be used for preparing or filing documents with the USPTO; and (4) sponsoring or attempting to sponsor USPTO.gov account(s) to be used for preparing or filing documents with the USPTO;
- j. Nothing herein shall obligate the USPTO to take action, *sua sponte*, to re-activate any USPTO.gov account disabled or suspended pursuant to this order; rather, it is Respondent's sole responsibility to initiate any such re-activation of any such USPTO.gov account;
- k. Respondent shall cooperate fully with the USPTO in any present or future USPTO inquiry made into improper filings by (1) Beakpo, Shenzhen Pengzhiyun Enterprise Management Consulting Co., Ltd., or any of their officers or employers, (2) Lyptus or any of their officers or employers, and (3) any other person or entity with whom Respondent worked in connection with trademark documents submitted to the USPTO;
- l. Respondent shall serve a probationary period that commences on the date the Final Order is signed and terminates twelve (12) months after a decision by the OED Director granting a petition seeking Respondent's reinstatement to practice before the USPTO; if, however, Respondent does not file a petition seeking reinstatement prior to twenty-four (24) months after the date the Final Order is signed, then Respondent's probationary period shall end twenty-four (24) months after the date the Final Order is signed;
- m. (1) if the OED Director is of the good faith opinion that Respondent, during Respondent's probationary period, failed to comply with any provision of this Agreement, the Final Order (including compliance with 37 C.F.R. § 11.58), or any provision 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 enter an order immediately suspending the Respondent for up to an

additional twelve (12) months for the violations set forth in the Joint Legal Conclusions, above;

(B) send the Order to Show Cause to Respondent at the last address of record Respondent furnished to the OED Director;

(C) grant Respondent fifteen (15) days to respond to the Order to Show Cause; and

(2) in the event that after the 15-day period for response and consideration of the response, if any, received from Respondent, the OED Director continues to be of the opinion that Respondent, during Respondent's probationary period, failed to comply with the USPTO Rules of Professional Conduct, the OED Director shall:

(A) deliver to the USPTO Director: (i) the Order to Show Cause; (ii) Respondent's response to the Order to Show Cause, if any; and (iii) argument and evidence supporting the OED Director's position; and

(B) request that the USPTO Director enter an order immediately suspending Respondent for up to an additional six (6) months for the violations set forth in the Joint Legal Conclusions above;

- n. Nothing herein shall prevent the OED Director from seeking discrete discipline for any misconduct that formed the basis for an Order to Show Cause issued pursuant to the preceding subparagraph;
- o. In the event the Respondent seeks a review of any action taken pursuant to subparagraph m., above, such review shall not operate to postpone or otherwise hold in abeyance the suspension;
- p. While Respondent is on probation, Respondent shall, at least on a bi-weekly basis, (i) search the USPTO's online trademark search system (currently located at <https://tmsearch.uspto.gov/search/search-information>) for applications identifying him as the attorney of record; and (ii) promptly inform the USPTO Office of Trademark Examination Policy in writing of each trademark document filing identifying him as the attorney of record that was made without his knowledge or consent;
- q. While Respondent is on probation, Respondent shall, at least on a quarterly basis, submit a written report to the OED Director stating that he has completed the monthly searches of the USPTO's online trademark search system database, and, as applicable, (i) stating that he identified no applications or other trademark filing in which he was named as the attorney of record that were not made by him or without his knowledge and consent; or (ii) providing copies of correspondence sent to the USPTO Office of Trademark Examination Policy as described in the preceding subparagraph;
- r. As a condition of being reinstated to practice before the USPTO, Respondent shall provide to the OED Director a declaration, affidavit, or statement in compliance with 28 U.S.C. §

1746 signed by Respondent stating that he has successfully completed four (4) hours of continuing legal education credit on legal ethics;

- s. As a condition of being reinstated, Respondent shall provide to the OED Director a declaration, affidavit, or statement in compliance with 28 U.S.C. § 1746 signed by Respondent stating that he has reviewed thoroughly all provisions of the Trademark Manual of Examining Procedure, including but not limited to, the provisions of the USPTO's signature requirements;
- t. As a condition of his probation, prior to the end of his probationary period, Respondent shall:
 - (1) enroll in and virtually attend completely each of the eight modules comprising the USPTO's Trademark Basics Boot Camp (located on the USPTO website at <https://www.uspto.gov/about-us/events/trademark-basics-boot-camp>); and
 - (2) provide to the OED Director a declaration, affidavit, or statement in compliance with 28 U.S.C. § 1746 signed by Respondent stating that he has done so;
- u. Nothing in the Final Order shall be deemed or construed as not requiring the OED Director to comply with the public notice requirements of 37 C.F.R. § 11.60(h)(1).
- v. Nothing in 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 similar misconduct concerning Respondent brought to the attention of the Office; and/or (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/or (3) in connection with any request for reconsideration submitted by Respondent pursuant to 37 C.F.R. § 11.60;
- w. The OED Director electronically publish the Final Order publicly including at the OED's electronic FOIA Reading Room, which is publicly accessible through the Office's website at: <https://foiadocuments.uspto.gov/oed/>;
- x. The OED Director shall publish a notice publicly including in the Official Gazette that is materially consistent with the following:

Notice of Suspension and Probation

This notice concerns Mr. Afamefuna Okeke. Mr. Okeke is an attorney licensed in the States of Texas (Bar Card # 24120500) and New York (Registration # 5937826) who engaged in practice before the United States Patent and Trademark Office ("USPTO" or "Office") in trademark matters. The USPTO Director has suspended Mr. Okeke from practice before the Office for a period of thirty (30) days and placed him on probation for violating 37 C.F.R. §§ 11.101 (Competence); 11.103 (Diligence); 11.503(b) and (c) (Responsibilities regarding non-practitioner assistance); 11.505 (Unauthorized practice of law);

11.804(c) and (d) (Misconduct – engage in conduct involving dishonesty, fraud, deceit or misrepresentation); and 11.804(d) (Misconduct – engage in conduct prejudicial to the administration of justice) of the USPTO Rules of Professional Conduct.

Mr. Okeke was associated with two companies: Beakpo Corporation (“Beakpo”), owned by Shenzhen Pengzhiyun Enterprise Management Consulting Co., Ltd (loosely translated to 深圳市鹏之云企业管理咨询有限公司 in Simplified Chinese) of Shenzhen, China, and Lyptus Partners Business Services Pvt. Ltd. (loosely translated to लिप्टस पार्टनर्स बिजनेस सर्विसेज प्रा. लिमिटेड in Hindi) (“Lyptus”) of Delhi, India. These companies had customers domiciled outside the United States who were seeking trademark registration before the USPTO. Mr. Okeke was hired by these companies to be the attorney of record for those customers (*i.e.*, foreign domiciled trademark applicants seeking registration of their trademarks before the USPTO).

Mr. Okeke (1) did not possess an adequate understanding of the USPTO trademark signature rules to be able to competently and diligently represent clients in trademark matters before the USPTO; (2) did not possess an adequate understanding of the U.S. Counsel Rule to be able to competently and diligently represent foreign clients in trademark matters before the USPTO; (3) was not familiar with and did not understand the requirements for USPTO.gov accounts or sponsored accounts (*e.g.*, sponsoring USPTO.gov accounts for non-practitioner assistants) resulting in violation of the user agreement; (4) did not adequately supervise non-practitioner assistants for whom he had sponsored USPTO.gov accounts; (5) did not make a reasonable inquiry into how his trademark clients’ signatures were entered on documents later filed with the USPTO; (6) presented trademark documents to the USPTO that were not signed in compliance with USPTO trademark signature rules; (7) did not review trademark documents adequately (*e.g.*, engaging in reviews that were not robust enough) prior to the documents being presented to the USPTO in violation of 37 C.F.R. § 11.18; (8) allowed or otherwise facilitated non-practitioner assistants to enter his trademark client signatures on documents filed with the USPTO; and (9) did not adequately supervise non-practitioner assistants for whom he had sponsored USPTO.gov accounts and did not make a reasonable inquiry into how his trademark clients’ signatures were entered on documents later filed with the USPTO such that non-practitioner assistant entered his trademark client signatures on documents filed with the USPTO.

Mr. Okeke has not been previously disciplined by the USPTO, and he represents that he has never been the subject of professional discipline by any court or state bar. He cooperated fully with OED, including participating in an interview.

Practitioners who are engaged in practice before the USPTO in trademark matters are reasonably expected to know the USPTO rules of trademark

practice, including the USPTO trademark signatures rules. If the signature fails to comply with 37 C.F.R. § 2.193(a) or (e) because it was entered by someone other than the named signatory or not signed by a proper person, the trademark may be subject to cancellation. *See* 84 Fed. Reg. at 31498 (stating that “[i]f signed by a person determined to be an unauthorized signatory, a resulting registration may be invalid.”). *See also In re Dermahose Inc.*, 82 U.S.P.Q.2d 1793 (T.T.A.B. 2007); *In re Cowan*, 18 U.S.P.Q.2d 1407 (Com’r Pat. & Trademarks 1990). The integrity of the federal trademark registration process is adversely affected when trademark filings are impermissibly signed and filed with the USPTO.

Practitioners who are engaged in practice before the USPTO in trademark matters are reasonably expected to know the USPTO rules regarding the use of their own USPTO.gov accounts and the rules regarding sponsorship of USPTO.gov accounts. It is critical to the integrity of the USPTO trademark registration process that practitioners pay close attention to the trademark documents that are being filed by non-practitioner assistants who assist the practitioner in his or her trademark practice. A practitioner is reasonably able to (a) determine whether trademark documents naming the practitioner as the attorney of record in a matter have been filed with the USPTO by searching the attorney’s first name and last name on the USPTO’s online trademark search system (currently located at <https://tmsearch.uspto.gov/search/search-information>) and (b) promptly inform in writing the USPTO (of each trademark document filing that was made without his knowledge or consent.

This action is the result of a settlement agreement between Mr. Okeke 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—including the many who have been disciplined for not complying with the USPTO trademark signature rules and their ethical obligations under the USPTO Rules of Professional Conduct connected with serving as counsel for foreign-domiciled trademark applicants—are posted for public reading at the Office of Enrollment and Discipline Reading Room accessible at: <https://foiadocuments.uspto.gov/oed>.

- y. Based on Respondent’s agreement to do so, 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;
- z. Within a reasonable time following the entry of the Final Order approving the Agreement, if a disciplinary complaint has been filed in this matter, the OED Director shall file a motion with the Administrative Law Judge requesting dismissal of the complaint;

aa. The OED Director and Respondent shall each bear their own costs incurred to date and in carrying out the terms of the Agreement and this Final Order.

Users, Choe, Tricia  Digitally signed by Users, Choe,
Tricia
Date: 2025.01.06 09:20:13 -05'00'

Tricia Choe
Associate General Counsel for General Law
United States Patent and Trademark Office

Date

on delegated authority by

Derrick Brent
Acting Under Secretary of Commerce for Intellectual Property and
Acting Director Of The United States Patent And Trademark Office

cc:

William R. Covey
OED Director, USPTO

Kimberly Kelleher
OED Deputy Director, USPTO

Emil Ali
McCabe/Ali, LLP
Counsel for Respondent
Afarefuna Okeke

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Final Order was transmitted by electronic mail, on this day to Respondent's counsel as follows:

VIA EMAIL:

Mr. Emil Ali
McCabe/Ali, LLP
Email: emil@mccabeali.com

01/06/2025
Date

/s/ Shane Walter
United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450