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PART A			
Q1			
- based on the information provided by TAKKIT, it appears that they are a direct competitor of my client PINNIT. (same market- UK and deals in same items - electric padlocks) ✓ - As a sole practitioner, it is unlikely I can represent both as clients without this being a conflict of interest (in bigger firm can handle by separate teams) - Confirm with PINNIT that TAKKIT is indeed competitor. - Do not request or access details of the new lock – this would impact advice given to PINNIT and would not be in good faith - decline the meeting and to represent TAKKIT, recommend a trusted practitioner/firm or refer to CIPA for list of authorised representatives ✓			101
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Q2

- UK design filed to the older design in Jun 2020 (referred to as D1)
 - the discussion with D-Zine was in Jul 2020 so after, the design has already been protected. The discussion is not novelty destroying even if not in confidence. sale of goods by D-zine also after, also not novelty destroying.
 - first renewal fee was due Jun 2025 – has it been paid to keep D1 in force? if not pay late withing 6m grace period until Dec 2025, with surcharge
 - inspect what is claimed by the design and what is being sold by D-Zine
 - potential infringing acts – manufacturing (as Jordan wanted them to manufacture, suggests they have the capability, otherwise they may import), sale, and likely others of MUDOIK – and for designs, also check export
 - “very similar” and the fact we know they had knowledge of the idea from their meeting with Jordan suggests D1 may be copied and infringed (though exact copying is not required)– check if same overall impression on the informed user would be created. likely infringed.
 - the fact that Jordan did not make products according to the design does not impact the validity of D1 (UKUDR may be affected – if recorded UKURD may also exist in the design)

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- D-zine may also be in breach of any other agreement that has been put into place when discussing the manufacturing in Jul 2020 – was there a confidentiality or other agreement? Implicit confidence?
 - if conclude D1 infringed, we can approach D-zine to notify them of existence of the right (they may not be aware). They may take a license. we do not mind giving license as Jordan wants to make a different, improved product now so a license would give Jordan extra revenue and not direct competition.
 - if they do not take a license, we can sue for infringement of the design, seeking damages/account of profit, declaration of infringement, delivery up/destruction of the goods, costs of proceedings, final injunction. Important to put D-zine on notice for damages/acct of profit to be recoverable. litigation is an expensive option, especially as Jordan appears to have limited means, and may not want to get on bad terms if may want to cooperate with D-zine in the future. Attempt amicable resolution via licensing first, as described above, especially as D-zine genuinely may not be aware of rights.
- New design
 - wish to secure protection in the UK and Europe.
 - first UK launch to gauge success ✓
 - file UKRD first

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- if UK launch successful, and Jordan indeed wishes to sell in Europe, file a EURD as well, within 6m of filing of the UKRD ✓
claiming priority from the UKRD. this avoids the costs of the EURD if the client decides against launching in Europe/if the product is not a success.
- when marketed in UK, as client is a UK company (i.e. a qualifying person) a UKUDR will automatically arise that protects against copying. UKRD still recommended as stronger right, and that can last longer (25yrs max vs 15 yrs max).
- as first marketed outside EEA, EU unregistered design and UK supplementary design will NOT apply. Not a big issue as these rights are relatively weak and UKUDR is better, especially for a UK based client.

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Q3

- First invention (I1) – air fryer two foods at different times/temperatures
 - has technical effect of multiple foods cooked at the same time – likely patentable in view of single food fryer as technical effect of more foods at once even with different cooking requirements
- Second invention (I2) – as I1 but also synchronised finish
 - additional technical effect in synchronised readiness of the foods, appears also patentable in own right in view of I1 and single food fryer as technical benefit of all foods ready at the same time so all enjoyed fresh when served
- PA1 – air fryer for single type of food
- potential PA2 competitor product ?

Applications GB1, PCT

- GB1 and PCT have been withdrawn, specifically, and intentionally ✓ and not in error there is no way to recover them for having changed ones mind on continuing with the applications.
- GB1 and PCT 1 did not publish and so will not be prior art, full or novelty only, for any subsequent applications
- as GB1 has been used for claiming priority for I1 in PCT1, we cannot file another application that would serve as priority for other applications for I1 ✓ as this would not be first filing of the subject matter. This would only be possible if GB1 had been withdrawn, no rights outstanding and not having

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served as priority application. Therefore, to protect I1 we need to do a filing plan that does not involve claim to priority. ✓

Protecting I1

- patent protection worldwide desired – file PCT2 direct (no claim to priority). ✓
- consider if territories not protected by the PCT law (e.g. Taiwan, Argentina) of interest and file directly on the same day
- do this ASAP ✓ in view of competitor launch. can reuse GB1/PCT1 spec, presumably.
- “manufacturing problems’ not related to invention – check this does not impact the invention being enabled by the description, but if indeed unrelated this should be OK

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Protecting I2

- appears not currently disclosed by client but double check
- priority can be claimed for I2 as we can still get first filing
 - file national application GB2 to I2 only (as cheap and quick)
 - do ASAP ✓ in view of competitor upcoming launch
 - 12m later on the dot file PCT3 (and any direct national filing for non-PCT countries like TW), claiming priority from GB2. this will maximise term as important for ‘many years ‘. GB2 can then be abandoned and UK covered via national ex-pct filing/ or EP regional ex-PCT filing to maximise term there also, ✓
- PCT2 will be novelty only PA for GB2, and PCT(GB) eventually, unless filed on the same day. this is ok, extra advantage to I2. just do not file GB2

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before PCT2 as I2 is novelty destroying for I1 (as discloses air fryer for two foods)

Competitor launch

- what form are these 'rumours'? do they amount to an enabling and novelty destroying disclosure for I1 and/or I2?
 - unlikely as rumours would not be detailed enough to put the invention into effect
- a launched product, depending on what technical features it has, may be novelty destroying and enabling disclosure of I1 and/or I2. therefore file asap as above.
- does competitor have any patents or applications? check and put watch to ensure client has FTO
- after launch – review product to see if it infringes I1 or I2 patents once granted and proceed accordingly, it may or may not be covered depending on the exact technology
 - PCT2/PCT3 will need to be published to get provisional protections, and to put competitor on notice.
- competitor may have secret prior use third party right, in which ✓
 case there may not be a way to stop them but we can prevent them from expanding their operations – how far are they from launch?
 can it be said they have made serious and effective preparations yet?
 - all the more reason to file asap

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Q4

Inventorship

- The contractor has been working in the research team when the invention was created
 - This by itself does not mean they are an inventor. They would have to have contributed meaningfully to the inventive concept. Was this the case?
 - we can try to source the lab logs, and witness statements of any other inventors/ research lab employees to see who was involved in deriving the inventive concept
 - If contractor not an inventor – no issues, just politely let them know
 - if contractor is an inventor, they have the right to be named. Major Tech can arrange for them to be added as an inventor .
 - There are also ownership implications if contractor is an inventor, as follows.
 - there is the possibility that contractor was the only inventor, in which case again inventorship would have to be corrected, and further ownership potential implications below. ✓

Ownership (if contractor joint inventor or sole inventor)

- The contractor is not an employee of MajorTech, therefore there is no automatic transfer of ownership from the contractor to Major Tech. ✓
- was there an agreement in place for the contractual work and if so was there a transfer of IP clause?

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- if no agreement, or agreement silent to IP ownership, or specifies contractor retains rights → then contractor solely or jointly entitled to the invention, depending on whether they were the sole or joint inventor along with employees of Major tech. ✓
- if agreement specified IP devised during contractual work is owned by Major Tech, then contractor not entitled (still has right to be named as an inventor, though)

Licensee implications

- If the contractor is added as an inventor, there are no implications for the license agreement
- if the contractor is added as a joint owner of the application, the license is allowed to continue as at least one of the original licensors (majorTech) remains ✓
- if contractor sole inventor, and no agreement to the contrary, then the application should be transferred to contractor as they are entitled wholly to the application. this would terminate our license as no original licensor remains. ✓
 - in such case we can negotiate new license with contractor, or offer to purchase the patent application as a whole (major tech may also wish to purchase and give us a license again). The contractor as a single operator is unlikely to wish to work the invention themselves so hopefully they would in such scenario be willing to license/assign.

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- as it stands the contractor is only requesting to be named, which is easily remedied by major tech. request that major tech investigate the facts as per the above considerations, and take actions accordingly. It is in their best interest to have the entitlement certainty so they are not opening themselves up to entitlement action (us not at risk of that as licensees).

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Q5

GB1/GB2 validity

- effective date of GB2 if the filing date of GB1 as priority claimed on time and application identical = Aug 2024 ✓
- is GB1 still pending? assume we let this lapse so as to avoid double patenting (but if still pending can narrow this one instead of div (see later))
- publication of GB2 expected Feb 2026 (normal 18 m from filing)
- the magazine article printed this week, and is not prior art for GB1/GB2
- assuming client only started making and selling the tool after Aug 2024 – but confirm, as they would not disclose their own invention
- When was PCT1 filed? PCT1 is unpublished so we know it is less than 18m from the priority date of PCT1 as of last week. ✓
 - if PCT1 filed before Aug 2024 – PCT1, if it publishes and enters uk national phase, becomes novelty only prior art to GB1/GB2 ✓
 - tool of natur is only 'similar' so may not be novelty destroying.
 - put watch on PCT1 and check once published the details ✓
 - if PCT1 filed after Aug 2024 – GB1 (If still pending and publishes) would be novelty only prior art to GB national filing resulting from PCT1 - may be best to keep GB1 alive at least until publication ✓
 - if PCT1 filed after Aug 2025 – GB2 (as expecting to publish) would be novelty only prior art to GB national filing resulting from PCT1

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GB1/GB2 infringement

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- one of the application needs to grant in order to be enforceable against potential infringers ✓
- potential damages accrue from publication ✓ (if claims cover natur product and reasonably expected to grant). request early publication of GB2, request accelerated prosecution for reasons of infringement. put natur on notice once GB2 publishes to avoid innocent infringement (wherein damages/ account of profit are not recoverable)
- is natur product within the scope of the claims of GB2? if not, is there basis to amend them to be (if this is the case amend to narrow down to the natur product, accelerate grant on that (via request for acc prosecution per above) and file divisional to broad subject matter. OR amend and accelerate GB1 to be narrow (if still pending) and keep GB2 broad – this is cheaper.

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PCT1 validity

- Depending on the facts, the PCT1 may or may not have novelty only prior art in GB1/GB2 for the GB national entry only. whether or not PCT1(GB) ✓ would be valid will depend on those exact dates and exact contents of the claims.
- magazine article ok as it mentions the application it presumably came later.

PCT1 infringement

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- PCT1 not enforceable against UK based sale/manufacture until granted following GB national entry (or via EP regional phase). PCT1 may not even enter GB national phase at all as company is based in germany.
- we will need to determine the above facts (the temporal sequence of the filings of the PCT and the GB1/GB2, whether the claims of PCT1 [✓] actually cover the product Ali makes and sells, and if national phase entered in GB or EP – expected 31m from date of filing of the PCT1 so not for a while)
- check for national rights/family members of the PCT1 (eg applications serving as priority applications of PCT1 – would likely be a German direct or an EP) as these may potentially grant and be enforceable before any ex-PCTs

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Is the article an indication that natur intend to sell in the UK? if so, and the facts above are favourable (GB2 likely to be valid and infringed depending on the temporal sequence and/or actual content of the PCT1 claims) consider requesting an interim injunction to prevent natur from entering the uk market (preserves status quo, serious issue to be tried; may not get granted if damages are adequate remedy which they may be in this case).

As natur is german based, depending on the exact facts, if we need to we may be able to license PCT1 to get FTO, as they may not be interested in the UK market as such.

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Q6

- EP1 was filed 16 Nov 2020
- renewal fee due later of end of month containing the anniversary of filing date (end of Nov 2024) or three calendar months starting with the month containing the grant date (end of Jan 2025) so end of Jan 2025. ✓
- from there, 6 month grace period to pay with surcharge, until end of Jul 2025. ✓ IPO should issue notice that the payment was missed within 6wks - 5 Sep 2025 is in range so no failure of the IPO processes. there would ✓ ordinarily also be a letter 6wks from the missed normal renewal period (6 wks form end of Jan 2025)- has this been received?
- there is a 13 month window to request restoration from end of the grace period so until end of Aug 2026, however we should do this as soon as possible in view of any third party rights
 - third party rights accrue from end of grace period, if any party in good faith makes serious and effective preparation to work the invention they will be permitted to continue
- There was an intention on the part of the client to keep the patent in force in the UK (evidence is the validation meeting minutes). Validation in the UK (and FR,DE) occurred automatically via the London agreement process.
- the instructions to validate EP1 only in FR, DE appear to have been an unintentional mistake.
- ACTiONS – request restoration, supplying the evidence of unintentional (meeting minutes), ASAP. request for restoration will be advertised and

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can be opposed. given unintentional, restoration should be allowed,
however if it is refused we may appeal the decision.

- check FR,DE well in force and up to date for renewals
- in the future recommend the client to use a specific renewals reminder/
handling services (with my firm if we have or external).

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PART B

Q7 [corrected by invigilator comment from **5 Mar 2025 to 5 Oct 2025** in last par of page 7]

PCT validity

- PCT was filed 14 Jul 2025. GB1 was filed 15 July 2024 – timing ok
 - GB1 only contains use of polymer A in nail polish
 - effective date of use of polymer A in nail polish is 15 Jul 2024 ✓
 - examples with specific concentrations of Polymer A added at the time of filing of PCT, not present in GB 1
 - effective date of specific concentrations of polymer A in nail polish is 14 Jul 2025. ✓
- examples show ranges 1-6, 4-9 and ideal at 5 units.
 - we later learn than above 9 units other compound is needed, but all examples in PCT are 9 or below so are enabled as compound B is not needed to achieve the technical effect
- Prior art document of 2023 (before either effective date) (PA1) discloses
 - polymer A generally and used as surface coating
 - claim 1 of PCT relates to polymer A as such – claim 1 lacks novelty over PA1. ✓
 - claim 1 can be amended to refer to polymer A for use in nail polish and be novel over PA1 and broader than claims 2,3. while PA1 does relate to the cosmetics industry, it is related to use in coatings having non toxic properties. the technical effect concerned in the

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PCT application is the improved hardness of a nail polish which is not taught by PA1. claim 1 can be amended to be novel and inventive over PA1. specific concentrations not discussed in article of 2023 so claims 2,3 are OK.

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- GB2 is an earlier filed-later published application, and will therefore be a novelty only prior art for a GB national/EP(GB) ex-PCT resulting from PCT. Not for any US or other national filings ex-pCTs
 - effective date of polymer A in nail polish is prior to filing of GB2 so this is ok
 - effective date of the concentration is after, so GB2 is citable for novelty of claim 2 and 3 (and any other claims for concentrations) and the concentrations discussed are different (1-9 in PCT, >9 in GB2) so novel (need not be inventive)

PCT actions

- PCT not enforceable as still pending
- request early publication to get provisional protection (after amending to be valid over article of 2023)
- if we want chapter ii demand this is due later of 22m from priority (15 May 2026) or 3m from ISR (if ISR 5 Oct 2025 [per correction] then 5 Jan 2026). still time to file demand, if wished. may be more efficient to go straight into respective national filings and go through examination there are methods for acceleration available.
- amendments due 2m from ISR – until 5 Dec 2025.

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- can amend now to at get valid claims at publication – this is so the claims can be expected to grant and therefore provide provisional protection
 - amend claim 1 to be for polymer A for use in nail polish ✓
 - add claim to 4-9 range as not covered at present (if technical advantage over the other range can be supported from the description)
- opportunity to amend in national/regional phase to meet local requirements (claim dependencies, ref number is claims etc)
- timeline – need to enter national/regional phase at 30/31m from priority.
30m = Jan 2027 (for US, CN etc) ; 31m=Feb 2027 (for EP, GB etc) – plenty of time. We should enter ✓ early and request early processing (PACE EP, with reasons of infringement UK) and acceleration in view of competitor (if decide maps onto product, see later).
- recommend early entry and processing ✓ at least in EP, UK, and ✓ US in view of competitor actions, can then decide to enter at usual times in other territories, if desired.

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GB2 validity

- Effective date of GB2 is 24 September 2024
- PA1 (mag article of 2023) is PA but does not disclose Compound B.
Adding compound B has extra technical benefits in adding exceptional hardness to nail polish and so GB2 is novel and inventive over PA1
- claims and abstract are due by 12m from filing so 24 Sept 2025. this has been missed.

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- deadline can be extended as of right by form+fee until 24 Nov 2025. do so, filing the claims and abstract by the same date.
- otherwise application cannot be recovered as failure was intentional (it was DECIDED not to pursue the subject matter, I did not act as previously thought it was not to be continued – not unintentional). for the same reason, late priority filing applications (after 12 months from priority date) are not possible.
- novelty – PA2 is compound B in a car paint. novel use in nail polish here, as well as particular concentrations and jointly used with Polymer A. inventive as makes varnish harder/harden – not likely known or cared about in car paint, hence also inventive. OK in view of this PA (but cannot patent compound B as such). ✓

GB2 actions

- Form+fee extend abstract and claims deadline and file claims and abstract, ✓ ✓ ✓
- at the same time, request search, pay search fee, pay application fee if any of these not done at filing (was also due 12m from filing so also need form+fee ✓ for the 2m extension ✓ AOR ✓ for each missing act),
- timely file Form 7 (if not filed – due 16m from filing so by 24 Jan 2026) and exam request and fee (6m from publication – expected at 18m so March 2026 but request early publication once formalities attended to in order to get provisional protection)

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- claims to cover compound B in use in nail polish (not as such due to car paint PA2), in nail polish with polymer A, and with Polymer A at concentrations above 9 units
- too late to file abroad, unless withdraw and refile prior to publication to restart priority. This is very very risky, if any publication of the subject matter has occurred in the interim. Do search – especially of activities of main competitor and any disclosures by client. unlikely this will be recommendable – PCT 1 covers use of Pol A which is the more useful (as cheaper) and is in order for international protection in the future. Due to the cost of compound B it is unlikely to ever be used by competitors without compound A (which will be protected by ex-PCTs) as doing so to circumvent ex-pct would be too costly to be profitable. Client is mainly interested in the uk market as uk based so on balance, it is best to keep GB2. Discuss pros-cons with client, also in view of any other PA found.

Potential infringements by main competitor (C)

- how is chip free polish of competitor achieved? search for marketing materials, advertisements, materials from the conference. Any use of Polymer A? Compound B? if so at what concentrations/combinations? ✓
- Also look for any patents or patent applications of competitor that may have FTO implications for client/or give indications of their formulations ✓
- if C does not use polymer A or compound B we cannot do anything to prevent them launching their product
- if C is using polymer A but not compound B

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- unless they have prior user rights (prior to respective effective dates)
- we can prevent them launching their product by requesting an interim injunction ✓
 - status quo is that they have not yet launched so preserving status quo is in favour of an interim injunction
 - there is a serious issue to be tried – yes, the product about to launch is provisionally protected (REQUEST EARLY PUB of PCT)
 - damages an adequate remedy? may be in this case, but the decrease in sales may be devastating to a small company ✓
 - competitor is a large company, less likely to be seriously affected.
 - seek advice in the US from representative locally for obtaining interim injunction there
- otherwise, once national right granted, we can enforce them against competitor to stop them and get compensation, if it comes to it
- once PCT published, put competitor on notice
- If competitor uses Polymer A and Compound B
 - can use GB2 in interim injunction, notice and eventual legal action in conjunction to above, in the UK only (legal action only once granted)

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- In either of the above scenarios, consider licensing PCT to competitor for rest of EP and US – client is UK based and small and may not have interest in expanding abroad (ask them). they may be able to get significant licensing revenue from the large company that can invest heavily into marketing and making the product popular abroad. client can retain sole right for the UK market in such an agreement if desired.
- if competitor only uses compound B
 - we can only prevent them in the UK, again via interim injunction, notice, eventual legal action (legal action once GB2 grants)
 - they would be able to continue in rest of EP and in the US (less of an impact on client though)
 - in such an event licensing may not be desirable as they would be competing in the same (UK) market with client, and they have FTO abroad.

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Q8

GB1 – validity

- effective date for baby monitor kit (clip on chest monitor), optional pressure sensor including the roll prevention, use with mobile app is that of filing of GB1 = 8 Aug 2021.
 - of this only the monitor (clip on) and working with mobile app is claimed
- prior art documents
 - GBX filed 7 Aug 2022, claims priority to 7 Aug 2021.
 - priority claim is not valid as US-A is not first filing of the subject matter, as that is US-B. ✓ 810
 - therefore effective date of GBX is after that of GB1, OK ✓ 812
 - US-A itself filed just a day before the present application, would not have been published before effective date. cannot be novelty only PA as not a double patenting risk in UK. OK ✓ 813
 - US-B filed on 8 Jan 2020. would have published roughly 18m from filing in Jul 2021. Check if the date of publication does or does not predate the effective date. ✓ 814
 - if it does then it is full PA ✓
 - if it does not then it is not a novelty only PA as wrong jurisdiction.
 - If US-B is full PA
 - clip on sensor is novel over foot sensor.
 - clip on sensor may not be inventive over foot sensor ✓ ✓

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- is there particular technical benefit over foot sensor? ✓
- app enabled working seems novel and inventive over US-B ✓
 - nothing to suggest this but check.
- depending on facts amend GB1 to be novel and inventive over US-B
- as of yet unclaimed matter
 - standard sensor pad is not novel and inventive as disclosed
 - roll -prevention appears novel. and has technical benefit (minimises false alarms, secondary indicator – high demand)
- US-B is also PA to GBX so this is invalid so no FTO issue. 3rd party obs if needed.

815

GB1 – actions

- amend GB1 if needed in view of US-B as discussed above. there is one opportunity to do so after intention to grant. narrowing amendment so ✓ should be ok.
- file a divisional to cover the pressure sensor ✓ (as such, depending on whether or not US-B is PA or not,) and roll prevention as this seems highly valuable
- period to file divitional – 2m from intention to grant 24 Dec 2025 OK, and more than 3m from end of compliance period. compliance later of 12m from first exam report (in 2023 to in 2024) or 4,5 years form priority so 8

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Feb 2025. hence 8 Feb 2025. this is more than 3m away so OK. it is however less than 6 m away so all formalities for the divisional must be completed at filing. will only have until the original compliance 8 Feb to get the application in order for grant (but can extend by 2m AOR by form+Fee if needed).

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GB2 – validity

- novel computer program – computer programs, as such are excluded from patentability.
 - claim 1, relating to the program as such, is not patentable as it is excluded
 - claim 2, is a method implemented by a computer program for detecting a cold in an infant, and claim 3 for the equivalent system to do so
 - this does not lie solely within an excluded subject matter, and should be allowable.
- none of the previously discussed PAs describe cold detection and the subject matter appears novel
- other protection may be available for a computer program as such, eg copyright, discuss with another IP professional specialising in computer implemented inventions

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GB2 – actions

- self drafted spec – check all relevant formalities completed, on time, and that the description is adequately supporting the claims, no missing parts etc.

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- abstract, filing fee, search req and fee due soon in Jan 2026 if not yet filed. rest later and may be under new owner.
- was filed Jan 2025 – will have until Jan 2026 to file priority claiming applications – assign this explicitly in the eventual acquisition – as Tulip based in the US they may want to get US protection. if acquisition not until after, file PCT in time to keep options open for them. ✓
- after first search report, we can amend the claims to get around the excluded subject matter. also make any needed amendments (without addin matter) to tidy up the spec and claims in view of client drafting (eg. claims only mention cold but flu also discussed, add to claims if basis, also a storage medium claim for program customary)

823

Acquisition

- make any deadlines imminent known in the handover
- specifically assign rights to claim priority
- make sure any renewals that become due are paid
 - GB2 pending so nothing
 - any other granted patents?
 - GB1 will grant about 2m from the notice so in Dec 2025. first renewal later of 3 calendar months containing the 4th aniv of filing so end of Aug 2025 (not as pending) or three calendar months the third containing the 3m from grant so end of Mar 2026. make sure this is paid, can pay any time between start of month of grant and the end of Mar 2026, can also pay within 6 m after but after 1st month there is surcharge

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- ask client if help coordinating the necessary agreements for the acquisition is needed.
- prompt recordal of the assignments with the UKIPO needed to ensure recoverability of damages etc.

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