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

In the Matter of	)	
	)	
Todd Wengrovsky,	)	Proceeding No.: 03-09
Respondent	)	
	)	
	)	

FINAL ORDER

The Director of the Office of Enrollment and Discipline (OED Director) of the United States Patent and Trademark Office (USPTO) and Todd Wengrovsky, Respondent, have submitted a settlement agreement in the above-identified proceeding that meets the requirements of 37 C.F.R. § 10.133(g).

In order to resolve the case without the necessity of a hearing, the OED Director and Respondent have agreed to certain stipulated facts, legal conclusions and sanctions, all of which are set forth below. It was further agreed between the OED Director and Respondent that this agreement resolves any and all disciplinary action by the USPTO arising from the allegations set forth in the Complaint.

Pursuant to that agreement, this Final Order sets forth the following stipulated facts, agreed-upon legal conclusions and sanctions.

STIPULATED FACTS

1. Herein, the act of "practicing patent law before the USPTO" includes the preparation, in whole or in part, of patent applications, amendments and other responsive materials under 37 C.F.R. §§ 1.111 and 1.116, briefs on appeal under 37 C.F.R. § 1.192, and any other documents to be submitted by any person, including persons other than Respondent, to the USPTO in the prosecution of a patent application before the USPTO. The "unauthorized" practice of patent law before the USPTO is the act of practicing patent law before the USPTO by a person not either registered under 37 C.F.R. § 10.6 or working under the supervision of a person registered under 37 C.F.R. § 10.6.

2. At all relevant times, Todd Wengrovsky (Respondent), of Calverton, New York was not registered, either as an agent or as an attorney, to practice patent law before the USPTO under 37 C.F.R. § 10.6.

3. At all relevant times, Respondent has been practicing patent law before the USPTO by preparing patent applications, patent amendments and other papers for filing with the USPTO despite the fact that Respondent did not sign each of the documents submitted to the USPTO.

4. On or about May 7, 1998, Respondent and XXXX formed, owned, and operated The Intellectual Resource Group, LLC, (hereinafter "IRG"), a business organized under the laws of the State of New York.

5. The original Articles of Organization for IRG list both Respondent and XXXX as co-owners.

6. IRG is "a private company specializing in intellectual property-related research, [and] patent drafting . . . . "

7. IRG's website (http:\\www.irginfo.com\) has stated that "IRG prepares patents for inventors who desire to file their own applications," including written description, computer-generated drawings, and preparations of revisions and amendments.

8. IRG's website has also stated that "[a]ll . . . applications for patents . . . are prepared by IRG's attorney."

9. Respondent is licensed by the State of New York to practice law, and at all times relevant has been IRG's only attorney. However, Respondent has not been and is not registered to practice patent law before the USPTO.

10. XXXX is not now, nor has he ever been, an attorney. Further, XXXX is not now, nor has he ever been, registered as a patent agent or attorney authorized to practice patent law before the USPTO.

11. At all relevant times, no person employed by or having control or ownership interest in IRG at any time was or is registered to practice patent law before the USPTO.

12. IRG's website presently states that patent applications are to be prepared by IRG for IRG's clients based upon input and instruction from the client, but that the client is to actually "file" his/her application and filing fee directly with the USPTO.

13. Respondent agrees that the procedures described in Paragraph 12 constitute the practice of patent law before the USPTO by Respondent and/or IRG.

14. At all relevant times, IRG's practice is that IRG does not receive correspondence from the USPTO after the clients send a patent application prepared by Respondent and IRG to the USPTO. Instead, all correspondence from the USPTO is to be sent to the clients.

15. IRG's website has further stated that "The Intellectual Resource Group [IRG] does not charge any additional fees for the preparation of Patent Amendments, as we consider Amendments to be simply part of a larger overall plan."

16. The clients of IRG include, but are not limited to, [Client 1], [Client 2], [Client 3], [Client 4], [Client 5] (President of Tortoise Enterprises), [Client 6], [Client 7], [Client 8], [Client 9], [Client 10], [Client 11], [Client 12], [Client 13], [Client 14] (President of XXXX.), and [Client 15] (hereinafter "the clients").

17. Respondent and XXXX prepared, in whole or in part, the following patent applications:

Application Serial No. [#4-1], now abandoned;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. [#13-1], now abandoned;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. [#4-2], now abandoned;
Application Serial No. [#13-2], now abandoned;
Application Serial No. [#6], which is currently pending before the USPTO; and
Application Serial No. XXXX, which issued as U.S. Design Patent No. XXXX.

18. Respondent admits that he prepared the written descriptions and that XXXX prepared the computer-generated drawings for each of the applications listed in Paragraph 17.

19. Respondent also prepared an Amendment that was mailed to the USPTO on February 21, 2000 in Application Serial No. XXXX (which issued as U.S. Design Patent No. XXXX). Respondent signed the Certificate Of Mailing for the Amendment. Respondent also signed the Fee Transmittal Letter accompanying the Amendment. Respondent also included with the Amendment a check dated February 21, 2000 that bears the heading "The Intellectual Resource Group" and Respondent's signature. The Amendment itself bears the signature of the inventor, [Client 8].

20. Respondent mailed the Amendment, Certificate Of Mailing, Fee Transmittal Letter, and check referred to in Paragraph 19 to the USPTO.

21. Respondent did not associate with any registered patent agent or attorney to prepare the patent applications identified in Paragraph 17 or the Amendment identified in Paragraph 19.

22. IRG and Respondent's typical practice is to prepare patent applications and amendments for IRG's clients based on client input, and then to give to the respective clients any patent applications and/or amendments prepared by IRG and Respondent for the clients

to sign and mail to the USPTO in an envelope provided and addressed by Respondent.

23. IRG and Respondent's typical practice is that patent applications and amendments prepared by IRG and Respondent do not bear either Respondent's signature or the signature of any other IRG employee.

24. When Respondent prepares trademark applications, Respondent typically performs this work through Respondent's separate legal practice, in his own name and not that of IRG. Respondent also signs his name to the trademark applications and related documents that are filed with the USPTO. However, IRG's advertisements and website indicate that IRG also offers trademark services. (*See* Paragraph 49.)

25. Respondent and XXXX prepared U.S. Design Application Serial No. XXXX, which issued as U.S. Design Patent No. XXXX, through IRG. (*See* Paragraph 17.)

26. Respondent prepared U.S. Design Application Serial No. XXXX. The application was filed with an abstract, which although required in utility patent applications (*see* 37 C.F.R. § 1.72), is not proper in design patent applications (*see* 37 C.F.R. § 1.153).

27. The declaration that was originally filed with U.S. Design Application Serial No. XXXX was defective due to the inclusion of the word "NONE" on the post office address portion of the form.

28. The drawings prepared by IRG and originally filed with U.S. Design Application Serial No. XXXX were not shaded in the manner required by 37 C.F. R. § 1.152(a)(1).

29. Respondent prepared U.S. Application Serial No. [#13-2] through IRG for [Client 13]. (*See* Paragraph 17.)

30. The drawings prepared by Respondent or IRG and originally filed with U.S. Application Serial No. [#13-2] did not show every feature of the invention specified in the claims as required by 37 C.F.R. § 1.83(a).

31. The patent claims prepared by Respondent or IRG and originally filed with U.S. Application Serial No. [#13-2] lacked the proper antecedent basis required under the definiteness requirement of 35 U.S.C. § 112, second paragraph.

32. On August 26, 2002, the USPTO issued an Office Action detailing the objections and rejections to U.S. Application Serial No. [#13-2] listed in Paragraphs 30 and 31, as well as other objections and rejections.

33. The August 26th Office Action specified a shortened period for reply of 3 months from the date the Office Action issued (*i.e.*, by November 26, 2002).

34. The only response to the August 26th Office Action ever received by the USPTO was received on December 9, 2002, *i.e.*, after the November 26, 2002 deadline.

35. The untimely December 9th Response included a Certificate Of Mailing that was signed by [Client 13] and dated November 30, 2002, *i.e.*, after the November 26th deadline.

36. The untimely December 9th response did not include a petition for extension of time or the fee required under 37 C.F.R. §§ 1.17(a) and 1.136.

37. Respondent instructed [Client 12] to review, sign and mail the December 9th Response in an envelope provided and addressed by Respondent.

38. [Client 13] states that the envelope Respondent provided with the Response, and which [Client 13] mailed, was addressed to IRG, and not the USPTO.

39. On May 3, 2003, the USPTO issued a Notice of Abandonment in U.S. Application Serial No. [#13-2] for failure to timely file a proper reply to the Office Action mailed on August 26, 2002.

40. On or about April 5, 2001, XXXX sent an email to an inventor's group in which he solicited business on IRG's behalf, and stated that together he and his "partner" run a "young I.P. firm on a service-intensive philosophy. We provide searches, applications, drafting and illustration to a wide variety of clients, ranging from 'Pro Se' individuals to international businesses." XXXX did not provide the name of any person associated with IRG who was registered under 37 C.F.R. § 10.6 to practice patent law before the USPTO.

41. On June 15, 2001, OED issued a First Requirement for Information to Respondent inquiring about IRG's patent-related services.

42. On or about June 28, 2001, Respondent amended the Articles of Organization for IRG to reflect that IRG would no longer be co-owned by Respondent and XXXX, but instead now be solely owned and managed by Respondent.

43. In an August 30, 2001 Response to the First Requirement for Information and in subsequent responses to inquiries made by OED, Respondent stated that IRG is now owned and operated solely by Respondent.

44. IRG charges a flat fee for the preparation of patent applications. This fee includes the preparation of any amendments and responses to be filed in the USPTO.

45. At all relevant times, all payments by the clients to IRG were deposited directly into IRG's Chase Manhattan business checking account. Respondent did not maintain a separate trust fund for payments from each of IRG's clients.

46. During all relevant times before and after June 28, 2001, IRG's website did and does not indicate whether the clients are afforded attorney-client privilege.

47. With respect to confidences, IRG's website indicates only that all services include a "'Non-Disclosure Agreement' to protect the confidentiality of any items submitted to IRG."

48. Prior to June 28, 2001, IRG's confidentiality agreement was phrased in terms of the "Company." The agreement does not discuss the attorney-client privilege. The agreement does not discuss attorney-client privilege afforded by Respondent's status as an attorney.

49. IRG is advertised in the September 2001 edition of the Verizon telephone book for the New York Metro Area under the heading "Patent Attorneys & Agents." IRG's listing appeared as follows:

INTELLECTUAL RESOURCE GROUP
PATENTS-TRADEMARKS-COPYRIGHTS
Complete Legal & Graphic
Services for the Creative Mind
SEARCHES DRAFTING
APPLICATIONS ILLUSTRATION
www.IRGinfo.com
631 727 3400

50. No registered patent agent or attorney is listed in the advertisement (in Paragraph 49) as being associated with IRG.

51. Respondent placed the advertisement (in Paragraph 49).

52. In a First Requirement for Information dated June 12, 2001, OED asked Respondent to state whether any inventor had advanced funds to IRG for the preparation of a patent application and, if so, to identify the person(s), the amount of funds advanced, and where the funds were deposited. Respondent was also asked to produce all copies of documents, notes, correspondence, deposit slips account statements, emails, electronic records, electronic files, electronic documents, memoranda, reports, and other written materials related to any advance of funds to IRG for the preparation of patent applications.

53. In an August 30th Response to the First Request for Information, Respondent produced only copies of invoices for the preparation of the following patent applications:

Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;

Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX; and
Application Serial No. XXXX, which issued as U.S. Design Patent No. XXXX.

a copy of an article entitled "Intellectual Property: An Overview," which IRG distributes to prospective clients; and a price list and description of IRG services.

54. The invoices from the clients produced by Respondent in his August 30th Response to the First Requirement for Information refer to "down payment" and "equal installments," and "balance . . . due upon completion of patent preparation." The invoices do not state whether they are in payment for work already completed.

55. In a Second Requirement for Information dated February 25, 2002, OED informed Respondent that his Response to the First Requirement for Information was not fully responsive.

56. In a Response to the Second Requirement for Information dated March 29, 2002, Respondent did not produce copies of all or a representative number of each of the documents requested in the First Requirement for information (*see* Paragraph 52), including the requested bank records.

57. In his Response to the Second Requirement for Information dated March 29, 2002, Respondent stated that all payments by the clients to IRG are deposited directly into IRG's Chase Manhattan business checking account, and are not placed into separate trust accounts.

58. Monies from IRG's Chase Manhattan business checking account were dispersed to Respondent and/or XXXX or other IRG employees.

59. In the First Requirement for Information dated June 12, 2001, OED asked Respondent to specifically identify by application number any patent applications prepared in whole or part by Respondent or any person associated with IRG.

60. In his August 30th Response to the First Requirement for Information, Respondent stated that he and XXXX "<u>do not file or prosecute patent applications</u> on behalf of any clients ever." (emphasis original).

61. In his responses to OED's request for information regarding patent applications prepared by Respondent or any person associated with IRG, Respondent provided information regarding only the following patent applications:

Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX;
Application Serial No. XXXX, which issued as U.S. Patent No. XXXX; and
Application Serial No. XXXX, which issued as U.S. Design Patent No. XXXX.

62. In addition to those patent applications listed in Paragraph 61, Respondent and XXXX also prepared, in whole or in part, the following patent applications:

Application Serial No. [#4-1], now abandoned;
Application Serial No. [#13], now abandoned;
Application Serial No. [#4-2], now abandoned;
Application Serial No. [#13-2], now abandoned; and
Application Serial No. [#6], which is currently pending before the USPTO.

63. Respondent and XXXX prepared components of the following patent applications for [Client 13], President of XXXX. ("XXXX"), and/or XXXX employees:

Application Serial No. [#4-1], now abandoned;
Application Serial No. 09/271,807, which issued as U.S. Patent No. XXXX; and
Application Serial No. [#4-2], now abandoned.

64. After [Client 13] hired IRG and Respondent to prepare patent applications for himself and/or XXXX employees, [Client 13] asked Respondent if he was registered to practice patent law before the USPTO.

65. Respondent told [Client 13] that he was not registered to practice patent law before the USPTO, and also told [Client 13] that Respondent did not need to be registered with the USPTO in order to prepare patent applications and amendments and responses to be submitted to the USPTO if the documents were signed and mailed by the clients.

66. Respondent acknowledges that a person needs to be registered with the USPTO under 37 C.F.R. § 10.6 in order to prepare patent applications and amendments and responses for clients to be submitted to the USPTO, even if the documents are signed and mailed by a client.

LEGAL CONCLUSIONS

Based upon the foregoing stipulated facts, Respondent acknowledges that his conduct violated the following Disciplinary Rules of the USPTO Code of Professional Responsibility:

67. Rule 10.23(b)(2), in that Respondent circumvented 37 C.F.R. §§ 10.112(b) and (c) by maintaining client legal fees in IRG's business checking account.

68. Rule 10.23(b)(4), in that Respondent misrepresented to the USPTO that IRG "does not represent any clients in any way" before the USPTO in patent law matters, and that he and XXXX "do not file or prosecute patent applications on behalf of clients ever;" Respondent misrepresented to a client that he did not need to be registered to prepare documents for submission to the USPTO in patent matters; and Respondent failed to produce a complete list of requested documents during an investigation. (emphasis original).

69. Rule 10.23(b)(5), in that Respondent engaged in conduct prejudicial to the administration of justice by failing to cooperate in an investigation.

70. Rule 10.23(b)(6), in that Respondent engaged in conduct reflecting adversely on his fitness to practice.

71. Rule 10.24(a), in that Respondent failed to cooperate in an investigation.

72. Rule 10.32(c), in that Respondent advertised in a telephone directory without including the name of at least one registered practitioner responsible for the advertisement's content.

73. Rule 10.47(a) and/or (c), in that Respondent, as a member of a limited liability company, IRG, assisted IRG in the unauthorized practice of law before the USPTO.

74. Rule 10.48, in that Respondent, as a member of a limited liability company, IRG, shared legal fees with one or more nonpractitioner(s), including IRG and XXXX.

75. Rule 10.49, in that Respondent formed a partnership with a nonpractitioner, XXXX, and the activities of this partnership, through IRG, include the practice of patent, trademark, or other law before the USPTO.

76. Rule 10.57(c) and (d), in that Respondent failed to obtain, after full disclosure by Respondent, consent from the clients to disclose their inventions and patent applications to XXXX, or to exercise reasonable care to prevent IRG's employees and associates from disclosing or using the confidences or secrets of the clients.

77. Rule 10.68(a)(1), in that Respondent failed to obtain consent from the clients after full disclosure by Respondent of all conflicts arising from his compensation from IRG.

78. Rules 10.77(a), in that Respondent failed to associate with someone registered to practice patent law before the USPTO.

79. Rule 10.112(a), in that Respondent maintained client legal fees in IRG's business

checking account.

80. Rule 10.112(b), in that Respondent maintained client legal fees in IRG's business checking account.

81. Rule 10.112(c), in that Respondent maintained client legal fees in IRG's business checking account.

REPRIMAND AND PROBATION

Based on the foregoing, it is:

82. **ORDERED** that the Final Order incorporates the facts stipulated in Paragraphs 1-66 above.

83. **ORDERED** that Respondent is on probation for five (5) years from the date of this order.

84. **ORDERED** that Respondent's probation is on the following terms:

    a. Respondent shall not practice and/or aid unregistered attorneys, laypersons, IRG or any other juristic entity in the practice of patent law before the USPTO by such acts as including, but not limited to, the preparation, in whole or in part, of patent applications, amendments and other responsive materials under 37 C.F.R. §§ 1.111 and 1.116, briefs on appeal under 37 C.F.R. § 1.192, and any other documents to be submitted to the USPTO in either the presentation to or prosecution of a patent application before the USPTO by any person, including persons other than Respondent;

    b. Respondent, upon entry of the Final Order, shall cease to advertise or communicate any reference to Respondent preparing any patent application(s) or any other material(s) to be submitted to the USPTO in the presentation and prosecution of a patent application, and any reference to Respondent's ability to help another obtain a patent from the USPTO; Respondent shall remove from all existing advertisements and or commercial communications any reference to Respondent preparing any patent application(s) or any other material(s) to be submitted to the USPTO in the presentation and prosecution of a patent application, and any reference to Respondent's ability to help another obtain a patent from the USPTO; and Respondent shall submit proof of the cessation and the removal to the OED Director within 30 calendar days of the entry of the Final Order;

    c. Respondent, upon entry of the Final Order, shall cause IRG, and any other juristic entity with which Respondent is associated or in which Respondent has an ownership interest that is engaged in the unauthorized practice of patent law before the USPTO, to cease the unauthorized practice of patent law before the

USPTO, and to cease to advertise or communicate any reference to Respondent, IRG or the entities preparing any patent application(s) or any other material(s) to be submitted to the USPTO in the presentation and prosecution of a patent application, or and any reference to the ability of Respondent, IRG, or the entities to help another obtain a patent from the USPTO; Respondent shall cause IRG and said entities to remove from all of their existing advertisements and/or commercial communications any reference to Respondent, IRG or the entities preparing any patent application(s) or any other material(s) to be submitted to the USPTO in the presentation and prosecution of a patent application, or and any reference to the ability of Respondent, IRG, or the entities to help another obtain a patent from the USPTO; and Respondent shall submit proof of the cessation and the removal to the OED Director within 30 calendar days of the entry of the Final Order;

d. Respondent shall not include or permit any other party, or juristic entity engaged in the practice of patent law before the USPTO acting on his behalf, to include in any future advertisement or commercial communication any reference to Respondent preparing any patent application(s) or any other material(s) to be submitted to the USPTO in the presentation and prosecution of a patent application, or Respondent's ability to help another obtain a patent from the USPTO;

e. Respondent shall not permit IRG, and any other juristic entity engaged in the unauthorized practice of patent law before the USPTO with which Respondent is associated, and any other juristic entity in which Respondent has an ownership interest, to include in any future advertisement or commercial communication any reference to Respondent, IRG or the entity providing or preparing any patent application(s) or any other material(s) to be submitted to the USPTO in the presentation and prosecution of a patent application, or any reference to Respondent's, IRG's, or the entity's ability to help another obtain a patent;

f. Respondent shall enter into IRG's website the amendments found in ADDENDUM A, "Revisions to IRG's Website", which amendments shall constitute part of this Order, but which amendments *shall not constitute an approval or certification by the USPTO that the content of IRG's website is legally or factually correct*;

g. Respondent shall be required to maintain the financial accounts and records of Respondent, IRG or any other juristic entity engaged in the practice of law with which Respondent is associated or in which Respondent has an ownership interest in accordance with the USPTO Disciplinary Rules as outlined in the terms of ADDENDUM B, "Maintaining Financial Records and Accounts in Compliance with USPTO Disciplinary Rules", which terms shall constitute part of this Order;

h. Respondent shall be required to submit proof and documentation, including

documentation of accounts, trust accounts, income, disbursements, and funds advanced, to the OED Director at six (6) month intervals, starting from the date the final order is entered, for the duration of the five (5) year period of Respondent's probation that the financial accounts and records of Respondent, IRG and any other juristic entity engaged in the practice of law with which Respondent is associated or in which Respondent an ownership interest comply with the terms of Paragraph 84(g);

i. The proof and documentation of compliance according to the terms of 84(h) shall be submitted to the OED Director for the limited purpose of confirming that Respondent, IRG and any other entity engaged in the practice of law with which Respondent is associated or in which Respondent an ownership interest comply with both the USPTO Disciplinary Rules and the Final Order;

j. Respondent shall immediately inform the OED Director of any change in address or phone number that may occur during the five (5) year period of Respondent's probation;

k. Respondent shall immediately inform the OED Director of Respondent acquiring an ownership interest in a business organization or partnership engaged in the practice of law during the five (5) year period of Respondent's probation; and

l. Respondent shall not violate any USPTO Disciplinary Rule. *See* 37 C.F.R. §§ 10.23 - 10.112.

85. **ORDERED** that, if during the five (5) year probation Respondent does not comply with any of Respondent's obligations outlined in Paragraph 84:

a. A complaint shall be filed against Respondent if Respondent violates any of the terms in the Final Order.

b. During any hearing based on the complaint of Paragraph 95(a), Respondent shall not contest the admissibility of the Revised Settlement Agreement or this Order as evidence, and Respondent shall be deemed to have admitted the facts stipulated in Paragraphs 11-76 of the Revised Settlement Agreement for purposes of such a hearing.

c. Any violation due to a failure by Respondent to comply with the Final Order shall result in Respondent's suspension from practice before the USPTO in all legal matters for three (3) years, notwithstanding any other discipline ordered by the USPTO Director for the violation of the USPTO Disciplinary Rules that constitutes the violation of the terms in the Final Order.

d. Upon suspension, Respondent shall comply with the provisions of 37 C.F.R. § 10.158.

e. After being suspended for three (3) years in compliance with 37 C.F.R. § 10.158, Respondent may petition for reinstatement in accordance with 37 C.F.R. § 10.160.

f. The following Notice shall be published in the Official Gazette:

Notice of Suspension

Todd Wengrovsky, of Calvert, NY, a person not registered to practice patent law before the USPTO, has been suspended for three (3) years from practice before the United States Patent and Trademark Office in patent and trademark law cases beginning (*insert date of USPTO Director's order of suspension*) for violating the terms of his probation, which he received in connection with engaging in the unauthorized practice of patent law before the USPTO. This suspension is made pursuant to the provisions of 35 U.S.C. § 32, and 37 C.F.R. § 10.133(g).

g. The OED Director shall give notice of the suspension to appropriate authorities of any State in which Respondent is known to be a member of the bar and any appropriate bar association.

86. **ORDERED** that the OED Director publish the Final Order.

87. **ORDERED** that the OED Director publish the following Notice in the Official Gazette:

Notice of Reprimand

Todd Wengrovsky, of Calvert, NY, a person not registered to practice patent law before the USPTO under either 37 C.F.R. § 10.6 or § 10.7. In settlement of a complaint, the General Counsel, on behalf of the Director of the United States Patent and Trademark Office, has ordered that Mr. Wengrovsky be reprimanded for violating the following USPTO Disciplinary Rules ("DR"): DR 10.23(b)(2) (circumventing Rules 10.112(b) and (c) through the acts of another, namely, The Intellectual Resource Group, LLC, ("IRG")), 10.23(b)(4) (engaging in conduct involving misrepresentation before the USPTO), 10.23(b)(5) (engaging in conduct prejudicial to the administration of justice by failing to cooperate in an investigation), 10.23(b)(6) (engaging in conduct reflecting adversely on his fitness to practice), 10.24 (failing to cooperate in an investigation), 10.32(c) (advertising in a telephone directory without including the name of at least one registered practitioner responsible for the advertisement's content), 10.47 (assisting another in the unauthorized practice of law before the USPTO), 10.48 (sharing legal fees with a nonpractitioner), 10.49

(forming a partnership with a nonpractitioner, and through this partnership practicing patent, trademark, or other law before the USPTO), 10.57(c)-(d) (failing to obtain, after full disclosure by Mr. Wengrovsky, consent from the clients to disclose their inventions and patent applications to a non-practitioner), 10.68(a)(1) (failing to obtain consent from the clients after full disclosure by Mr. Wengrovsky of all conflicts arising from his compensation from IRG), 10.77(a) (failing to associate with someone registered to practice patent law before the USPTO), 10.112(a) (maintaining client legal fees in IRG's business checking account), 10.112(b) (maintaining client legal fees in IRG's business checking account), and 10.112(c) (maintaining client legal fees in IRG's business checking account); and that Mr. Wengrovsky is prohibited from practicing and/or aiding others in the practice of patent law before the USPTO; and that Mr. Wengrovsky be placed on probation subject to terms. This action is taken pursuant to the provisions of 35 U.S.C. § 32 and 37 C.F.R. 10.133(g).

88. **ORDERED** that the OED Director give notice to appropriate employees of the USPTO, courts, and authorities of any State in which Respondent is known to be a member of the bar; and any appropriate bar association. 37 C.F.R. § 10.159(a).

89. **ORDERED** that all parties shall bear their own costs.

On behalf of James E. Rogan,
Under Secretary of Commerce For Intellectual Property and Director of the United States Patent and Trademark Office

_____ _____

Date

James A. Toupin
General Counsel
United States Patent and Trademark Office

cc: Harry I. Moatz
OED Director

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P.O. Box 285
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