

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Per section 505.069c), this submission corrects an unauthorized assignment
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PROPERTY NUMBERS Total: 1	
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Total Attachments: 2 source=Patent Assignment Cancellation#page1.tif source=Patent Assignment Cancellation#page2.tif	

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PATENT
REEL: 027330 FRAME: 0791

Re: Assignment of Patent 7,659,923 ELIMINATION OF BLINK-RELATED CLOSED EYES IN PORTRAIT PHOTOGRAPHY

Date: December 6th, 2011

I am the inventor and owner of US Patent 7,659,923, which issued on February 9, 2010. However on March 22, 2011 my former employer, Hewlett Packard Company, filed to assign the patent to the HEWLETT-PACKARD DEVELOPMENT COMPANY, L.P. The USPTO granted the assignment. However the date of my invention and filing the provisional patent application both occurred after my employment with HP had ended. Furthermore, HP filed for this assignment without my knowledge or consent. **As the rightful owner of this patent, I am petitioning to revoke the assignment to HP.**

Background information:

I worked for HP from 1984 until May 2005. On June 24, 2005, I filed a Provisional Patent (60/595,348) which lead to a formal Patent Application 11/309,090 which I filed on June 20, 2006. The formal application lead to Patent 7,659,923 which issued on February 9, 2010.

After the patent issued, I worked with Paul Greco of ICAP OceanTomo to list the patent for sale at their scheduled patent auction on November 12, 2010. On October 26th, 2010, about two weeks prior to the auction, I was contacted by Denise Kerstein of the HP Intellectual Property Licensing Department. Denise claimed that my patent was a continuation of an invention that I had disclosed to HP prior to my departure from HP. As such HP claimed that they had ownership rights to the patent.

It is true that I filed an Invention Disclosure with HP several months before I left HP. The Invention Disclosure described a problem and a solution to that problem. The Provisional Patent that I filed after leaving HP did indeed describe the same problem; however the solution described in the patent was new and novel. So while the provisional patent and the Invention Disclosure both described the same problem, the provisional patent described different means to solve the problem, which achieved superior results. As best as I can tell, an employment agreement does not prohibit a former employee from developing and patenting a new and novel solution to a problem, simply because that person had previously disclosed a different solution to the same problem, while still an employee.

From October 26th 2010 until July 27th, 2011 I negotiated with HP in good faith to come to a resolution. This negotiation took place by email and phone conversation. After each phone conversation, I sent an email to my HP counterpart summarizing my recollection of what was said in the conversation. After HP provided me with access to the original Invention Disclosure, I laid out the case as to why the invention described in the Patent was different than the invention disclosed in the Invention Disclosure.

However, in order to expedite a solution and avoid a costly legal battle, I made a series of offers to HP. I offered to split the profits from the sale of the patent. I offered to license the patent to HP for free. I offered to sell the patent to HP for a reasonable price. I offered to have an independent arbitrator determine the degree of overlap between my patent and the Invention Disclosure and to sell the patent to HP on a prorated basis.

Ultimately, HP continued to claim that my patent was a continuation of the Invention Disclosure and therefore rightful property of HP by virtue of my employment agreement with HP. Furthermore, HP claimed that since the patent was a continuation of the original Invention Disclosure, I had also violated my employment agreement by publicly disclosure HP proprietary information. Without my consent or knowledge, HP apparently assigned the patent to themselves on March 22nd, 2011. Recently I noticed this assignment when looking at the image file wrapper through Private PAIR. I then spoke to a Patent Office worker who confirmed that the documentation filed by HP was simply the HP employment agreement that I had signed in 1984.

Respectfully,

David A. Johnson
13044 W Woodspring St.
Boise, ID 83713

/David A. Johnson/