

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Xianxin Li</td> <td>11/05/2012</td> </tr> <tr> <td>Abdullah Raouf</td> <td>11/05/2012</td> </tr> <tr> <td>Hong-Leong Hong</td> <td>11/29/2012</td> </tr> <tr> <td>Anna Tam</td> <td>11/08/2012</td> </tr> </tbody> </table>		Name	Execution Date	Xianxin Li	11/05/2012	Abdullah Raouf	11/05/2012	Hong-Leong Hong	11/29/2012	Anna Tam	11/08/2012
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Pericom Semiconductor Corporation</td> </tr> <tr> <td>Street Address:</td> <td>3545 North First Street</td> </tr> <tr> <td>City:</td> <td>San Jose</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>95134</td> </tr> </table>		Name:	Pericom Semiconductor Corporation	Street Address:	3545 North First Street	City:	San Jose	State/Country:	CALIFORNIA	Postal Code:	95134
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PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13713390</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13713390						
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CORRESPONDENCE DATA											
<p>Fax Number: 9259329591 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 925-932-9229 Email: TWf@WEBOSTAD.COM</p> <p>Correspondent Name: THE WEBOSTAD FIRM, A PROFESSIONAL CORPOR Address Line 1: 150 NORTH WIGET LANE Address Line 2: SUITE 200 Address Line 4: WALNUT CREEK, CALIFORNIA 94598</p>											
ATTORNEY DOCKET NUMBER:	1600.0008 US										
NAME OF SUBMITTER:	Holly Hewes										
Total Attachments: 28											

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Attorney Docket No. 1600.0008 US
Title: Auto Plug-In And Plug-Out VGA Port Detection

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Xianxin Li

Assignee: Pericom Semiconductor Corporation

Title: Auto Plug-In And Plug-Out VGA Port Detection

Appl. No.: Not Yet Assigned File Date: Not Yet Filed

Examiner: Not Yet Assigned Art Unit: Not Yet Assigned

Docket No.: 1600.0008 US Conf. No.: Not Yet Assigned

ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of this Assignment of Patent Rights (the "Assignment") which is hereby acknowledged, on the date of execution below, the undersigned (the "Assignor"), hereby sells, assigns, and transfers to Pericom Semiconductor Corporation (the "Assignee"), a corporation of California, having a place of business at 3545 North First Street, San Jose, California, 95134, the full extent of all right, title, and interest in and to any and all of the following (collectively, the "Rights"):

1. Any and all improvements, including without limitation any and all inventions therein, which are disclosed in the above-captioned application to be filed with the U.S. Patent and Trademark Office ("Office"), which has been executed by the undersigned concurrently herewith and is entitled: "Auto Plug-In And Plug-Out VGA Port Detection" (the "Application"), including without limitation a provisional application;
2. All inventions claimed or described in any or all of the Application, including without limitation any and all of the application(s) listed on Schedule A to which this Application claims priority (collectively, the "Inventions");
3. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application ("Potential Patents");
4. All reissues, reexaminations, extensions, or registrations of the Potential Patents;

5. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Application, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors, and assigns;
6. The right to claim priority rights deriving from the Application;
7. All causes of action and remedies related to any or all of the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights, including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing; and
8. Any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Inventions, Potential Patents, or Foreign Rights.

Assignor hereby warrants that Assignor has not signed and will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including without limitation any and all litigation proceedings and/or any and all derivation, interference, and/or post-grant Office proceedings), or perfect or defend title to the Rights.

Assignor, which is named as an inventor in the above-captioned Application, and is concurrently executing an oath or declaration in the Application, hereby warrants that they:

have reviewed and understood the contents of the Application, including without limitation the claims, as amended by any amendment specifically referred to in the oath or declaration; and

acknowledge a duty to disclose to the United States Patent and Trademark Office all information known to them to be material to patentability as defined in 37 C.F.R. 1.56 (attached hereto).

Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon

any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignor hereby warrants that that such Inventions that are the subject of this Assignment were at the time of conception or reduction to practice related to Assignee's business, or actual or demonstrably anticipated research or development of Assignee, or resulted from work performed by the undersigned in the course of employment by Assignee.

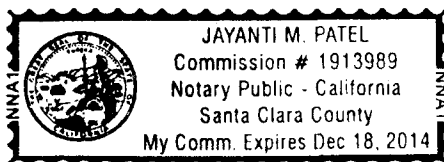
The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, as well as any and all of Assignor's respective spouses, heirs, successors, legal representatives, and assigns.

(Signature) Xianxin Li Date: 11/5/2012
Xianxin Li

STATE OF CALIFORNIA)
) ss.
County of Santa Clara)

BEFORE ME, this 5th day of November, 2012 personally appeared the above-named individuals, to me known to be the persons who ~~are~~ ^{is} described in and who executed the foregoing assignment instrument and acknowledged to me that ~~they~~ ^{he} executed the same of ~~their~~ ^{his} own free will for the purpose therein expressed.

SEAL



[Signature]
Notary or Consular Officer
My Commission Expires: Dec 18, 2014

Attorney Docket No. 1600.0008 US
Title: Auto Plug-In And Plug-Out VGA Port Detection

PATENT

IF NO NOTARY:

(Signature) _____ Date: _____
NAME OF ASSIGNOR HERE

Witnessed by:

(Signature) _____ Date: _____

Name (Print) _____

Home Address: _____

Witnessed by:

(Signature) _____ Date: _____

Name (Print) _____

Home Address: _____

Attorney Docket No. 1600.0008 US
Title: Auto Plug-In And Plug-Out VGA Port Detection

PATENT

SCHEDULE A

Patent Application No.	Filing Date	Patent No. (if applicable)
None		

37 C.F.R. §1.56 Duty to disclose information material to patentability.

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)–(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

(1) Prior art cited in search reports of a foreign patent office in a counterpart application, and

(2) The closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or

(2) It refutes, or is inconsistent with, a position the applicant takes in:

(i) Opposing an argument of unpatentability relied on by the Office, or

(ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

(1) Each inventor named in the application;

(2) Each attorney or agent who prepares or prosecutes the application; and

(3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, the applicant, an assignee, or anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

(e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

[57 FR 2034, Jan. 17, 1992, as amended at 65 FR 54666, Sept. 8, 2000; 77 FR 48818, Aug. 14, 2012]

Attorney Docket No. 1600.0008 US
Title: Auto Plug-In And Plug-Out VGA Port Detection

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Abdullah Raouf

Assignee: Pericom Semiconductor Corporation

Title: Auto Plug-In And Plug-Out VGA Port Detection

Appl. No.: Not Yet Assigned

File Date: Not Yet Filed

Examiner: Not Yet Assigned

Art Unit: Not Yet Assigned

Docket No.: 1600.0008 US

Conf. No.: Not Yet Assigned

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1. Any and all improvements, including without limitation any and all inventions therein, which are disclosed in the above-captioned application to be filed with the U.S. Patent and Trademark Office ("Office"), which has been executed by the undersigned concurrently herewith and is entitled: "Auto Plug-In And Plug-Out VGA Port Detection" (the "Application"), including without limitation a provisional application;
2. All inventions claimed or described in any or all of the Application, including without limitation any and all of the application(s) listed on Schedule A to which this Application claims priority (collectively, the "Inventions");
3. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application ("Potential Patents");
4. All reissues, reexaminations, extensions, or registrations of the Potential Patents;

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7. All causes of action and remedies related to any or all of the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights, including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing; and
8. Any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Inventions, Potential Patents, or Foreign Rights.

Assignor hereby warrants that Assignor has not signed and will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including without limitation any and all litigation proceedings and/or any and all derivation, interference, and/or post-grant Office proceedings), or perfect or defend title to the Rights.

Assignor, which is named as an inventor in the above-captioned Application, and is concurrently executing an oath or declaration in the Application, hereby warrants that they:

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acknowledge a duty to disclose to the United States Patent and Trademark Office all information known to them to be material to patentability as defined in 37 C.F.R 1.56 (attached hereto).

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any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignor hereby warrants that that such Inventions that are the subject of this Assignment were at the time of conception or reduction to practice related to Assignee's business, or actual or demonstrably anticipated research or development of Assignee, or resulted from work performed by the undersigned in the course of employment by Assignee.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, as well as any and all of Assignor's respective spouses, heirs, successors, legal representatives, and assigns.

(Signature) _____ Date: _____
Abdullah Raouf

STATE OF CALIFORNIA)
) ss.
County of _____)

BEFORE ME, this _____ day of _____, _____ personally appeared the above-named individuals, to me known to be the persons who are described in and who executed the foregoing assignment instrument and acknowledged to me that they executed the same of their own free will for the purpose therein expressed.

SEAL

Notary or Consular Officer
My Commission Expires: _____

Attorney Docket No. 1600.0008 US
Title: Auto Plug-In And Plug-Out VGA Port Detection

PATENT

IF NO NOTARY:

(Signature) [Signature] Date: 11/5/12

NAME OF ASSIGNOR HERE

ABDULLAH RAONP

Witnessed by:

(Signature) [Signature] Date: 11/15/12

Name (Print) Amr Haj-Omar

Home Address: 832 Nth 1st ST Apt #1

Witnessed by:

(Signature) [Signature] Date: 11/5/12

Name (Print) Ming Hoong Chong

Home Address: 490 Singley Drive,
Milpitas, CA

Attorney Docket No. 1600.0008 US
Title: Auto Plug-In And Plug-Out VGA Port Detection

PATENT

SCHEDULE A

Patent Application No.	Filing Date	Patent No. (if applicable)
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(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

(1) Each inventor named in the application;

(2) Each attorney or agent who prepares or prosecutes the application; and

(3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, the applicant, an assignee, or anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

(e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Hong-Leong Hong

Assignee: Pericom Semiconductor Corporation

Title: Auto Plug-In And Plug-Out VGA Port Detection

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(Signature) _____ Date: _____
Hong-Leong Hong

STATE OF CALIFORNIA)
) ss.
County of _____)

BEFORE ME, this _____ day of _____, _____ personally appeared the above-named individuals, to me known to be the persons who are described in and who executed the foregoing assignment instrument and acknowledged to me that they executed the same of their own free will for the purpose therein expressed.

SEAL

Notary or Consular Officer
My Commission Expires: _____

Attorney Docket No. 1600.0008 US
Title: Auto Plug-In And Plug-Out VGA Port Detection

PATENT

IF NO NOTARY:

(Signature) Helen Leona Hwang Date: _____
NAME OF ASSIGNOR HERE

Witnessed by:

(Signature) Don Te Date: _____

Name (Print) Anna TAM

Home Address: 1530 Buttern Dr.
Sunnyvale, CA 94087

Witnessed by:

(Signature) TAT Choi Date: _____

Name (Print) TAT Choi

Home Address: 14281 Paul Ave
Sandhogan, CA 95070

SCHEDULE A

Patent Application No.	Filing Date	Patent No. (if applicable)
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None		
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(i) Opposing an argument of unpatentability relied on by the Office, or

(ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

(1) Each inventor named in the application;

(2) Each attorney or agent who prepares or prosecutes the application; and

(3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, the applicant, an assignee, or anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

(e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

[57 FR 2034, Jan. 17, 1992, as amended at 65 FR 54666, Sept. 8, 2000; 77 FR 48818, Aug. 14, 2012]

Attorney Docket No. 1600.0008 US
Title: Auto Plug-In And Plug-Out VGA Port Detection

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor: Anna Tam

Assignee: Pericom Semiconductor Corporation

Title: Auto Plug-In And Plug-Out VGA Port Detection

Appl. No.: Not Yet Assigned

File Date: Not Yet Filed

Examiner: Not Yet Assigned

Art Unit: Not Yet Assigned

Docket No.: 1600.0008 US

Conf. No.: Not Yet Assigned

ASSIGNMENT OF PATENT RIGHTS

For valuable consideration, the receipt and sufficiency of this Assignment of Patent Rights (the "Assignment") which is hereby acknowledged, on the date of execution below, the undersigned (the "Assignor"), hereby sells, assigns, and transfers to Pericom Semiconductor Corporation (the "Assignee"), a corporation of California, having a place of business at 3545 North First Street, San Jose, California, 95134, the full extent of all right, title, and interest in and to any and all of the following (collectively, the "Rights"):

1. Any and all improvements, including without limitation any and all inventions therein, which are disclosed in the above-captioned application to be filed with the U.S. Patent and Trademark Office ("Office"), which has been executed by the undersigned concurrently herewith and is entitled: "Auto Plug-In And Plug-Out VGA Port Detection" (the "Application"), including without limitation a provisional application;
2. All inventions claimed or described in any or all of the Application, including without limitation any and all of the application(s) listed on Schedule A to which this Application claims priority (collectively, the "Inventions");
3. All rights with respect to the Inventions, including all U.S. patents or other governmental grants or issuances that may be granted with respect to the Inventions or from any direct or indirect divisionals, continuations, continuations-in-part, or other patent applications claiming priority rights from the Application ("Potential Patents");
4. All reissues, reexaminations, extensions, or registrations of the Potential Patents;

5. All non-United States patents, patent applications, and counterparts relating to any or all of the Inventions, the Application, or Potential Patents, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances ("Foreign Rights"), and including the right to file foreign applications directly in the name of Assignee, its successors, and assigns;
6. The right to claim priority rights deriving from the Application;
7. All causes of action and remedies related to any or all of the Application, the Patent, the Inventions, Potential Patents, or Foreign Rights, including, without limitation, the right to sue for past, present, or future infringement, misappropriation, or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing; and
8. Any and all other rights and interests arising out of, in connection with, or in relation to the Application, the Inventions, Potential Patents, or Foreign Rights.

Assignor hereby warrants that Assignor has not signed and will not sign any writing or do any act conflicting with this Assignment, and, without further compensation, will sign all documents and do such additional acts as Assignee, its successors, legal representatives, and assigns deem necessary or desirable to perfect enjoyment of the Rights, conduct proceedings regarding the Rights (including without limitation any and all litigation proceedings and/or any and all derivation, interference, and/or post-grant Office proceedings), or perfect or defend title to the Rights.

Assignor, which is named as an inventor in the above-captioned Application, and is concurrently executing an oath or declaration in the Application, hereby warrants that they:

have reviewed and understood the contents of the Application, including without limitation the claims, as amended by any amendment specifically referred to in the oath or declaration; and

acknowledge a duty to disclose to the United States Patent and Trademark Office all information known to them to be material to patentability as defined in 37 C.F.R 1.56 (attached hereto).

Assignor requests the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon

any of the Rights in the name of the Assignee, as the assignee to the entire interest therein.

Assignor hereby warrants that that such Inventions that are the subject of this Assignment were at the time of conception or reduction to practice related to Assignee's business, or actual or demonstrably anticipated research or development of Assignee, or resulted from work performed by the undersigned in the course of employment by Assignee.

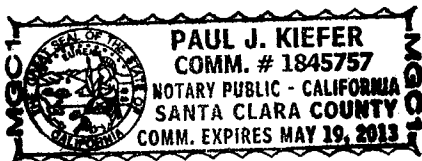
The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, legal representatives, and assigns and will be binding upon Assignor, as well as any and all of Assignor's respective spouses, heirs, successors, legal representatives, and assigns.


(Signature) Anna Tam Date: 11/8/2012

STATE OF CALIFORNIA)
) ss.
County of SANTA CLARA)

BEFORE ME, this 8 day of NOVEMBER, 2012 personally appeared the above-named individuals, to me known to be the persons who are described in and who executed the foregoing assignment instrument and acknowledged to me that they executed the same of their own free will for the purpose therein expressed.

SEAL





Notary or Consular Officer
My Commission Expires: 05-19-2013

Attorney Docket No. 1600.0008 US
Title: Auto Plug-In And Plug-Out VGA Port Detection

PATENT

IF NO NOTARY:

(Signature) _____ Date: _____
NAME OF ASSIGNOR HERE

Witnessed by:

(Signature) _____ Date: _____

Name (Print) _____

Home Address: _____

Witnessed by:

(Signature) _____ Date: _____

Name (Print) _____

Home Address: _____

Attorney Docket No. 1600.0008 US
Title: Auto Plug-In And Plug-Out VGA Port Detection

PATENT

SCHEDULE A

Patent Application No.	Filing Date	Patent No. (if applicable)
None		

37 C.F.R. §1.56 Duty to disclose information material to patentability.

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is cancelled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is cancelled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§1.97(b)–(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

- (1) Prior art cited in search reports of a foreign patent office in a counterpart application, and
 - (2) The closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.
- (b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and
- (1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or
 - (2) It refutes, or is inconsistent with, a position the applicant takes in:
 - (i) Opposing an argument of unpatentability relied on by the Office, or
 - (ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

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