

Rules and Conditions 2006 TDFoster Glaux Award for Inventorship



1. Description

The TDFoster Glaux Award seeks to identify, encourage and reward inventors living in San Diego County, California who have yet to seek patent protection for their novel inventions. The TDFoster Glaux Award provides for the winner to receive approximately \$50,000 worth of professional services which will be used to assist in the initial stages of protecting, financing and commercializing the winning invention.

2. The Selection Committee

Laureates of the TDFoster Glaux Award are chosen by an independent Selection Committee. The Selection Committee will comprise experts of international renown, representing a range of disciplines. This panel, chaired by Thomas D. Foster, Esq., chief executive officer of TDFoster, has sole responsibility for choosing the Laureates. The Selection Committee's decisions are final and are not subject to appeal. Moreover, the Committee's procedures and deliberations are confidential and will not be disclosed.

3. Areas of Recognition

The Selection Committee invites submissions for inventions in all fields deemed patentable under U.S. laws except design patents. Please visit www.uspto.gov for a description of all such fields.

4. Selection Criteria

In judging applications, the Selection Committee will focus on three primary criteria. Degree of innovation - How does the invention differ from traditional products, applications or processes? Current and potential markets - What industrial or consumer markets might adopt the invention? Commercial value - Do the invention's features lead to benefits with real, demonstrable value? A preliminary patentability search will be conducted on the top candidate application to verify the novelty of the invention. The application of the selection criteria will be at the sole discretion of the Selection Committee.

5. Prizes

The Selection Committee will choose one Laureate who will receive a crystal sculpture and a plaque. More importantly, the Laureate will receive a preliminary patentability search evaluating the novelty of their invention and a provisional U.S. patent application prepared

and filed pro bono by TDFoster. The Laureate will also receive a written evaluation of their winning invention and a commercialization strategy report both prepared pro bono by Inavisis, Inc. The value of these professional services is estimated to be approximately \$50,000. The Laureate will be invited to an awards ceremony in September 2006 as guests of TDFoster and Inavisis, Inc. The Selection Committee may also decide to grant a number of second prizes to other inventors worthy of recognition, the Associate Laureates. These prizes will be determined at the discretion of the Committee. No alternatives to the stated prizes will be given. Inavisis, Inc. will provide its services only after the selection of a Laureate. No Inavisis officer or employee will be involved in the selection process or have access to the submitted applications.

6. Applications

In order for an application to be considered, the following conditions must be met:

The Application must be submitted on an Official Application form printed on white, letter size paper. The Official Application form may be downloaded in Word or WordPerfect format at www.tdfoster.com.

The Application must be complete with all sections filled in and typewritten in English.

Each Entrant, and Entrant's parent or guardian if Entrant is a minor, must sign the first page of the Official Application form.

Entrants must be the true, meaning original and first, Inventor(s) of the Invention.

The Invention must not have been described, disclosed or demonstrated to any person for the purpose of marketing, licensing, selling or otherwise commercializing the Invention prior to January 1, 2006.

There must not have been any non-confidential disclosure of the invention to others prior to January 1, 2006.

Entrants who work as a team may be considered Joint Inventors. Joint Inventors shall submit a single Application for the same Invention. If each member of a team had a share in the ideas forming the Invention, even if only as to one aspect, they are all considered Joint Inventors. Conversely, if not all the team members provided the ideas comprising the Invention, but some team members only followed instructions in making the Invention, the team members who contributed the ideas are the true Inventors of the Invention.

At least one identified Entrant must be a resident of San Diego County, California.

The complete and signed Application must arrive by mail or be hand delivered to the Secretariat at the below address by the deadline of August 31, 2006.

TDFoster
12760 High Bluff Drive, Suite 300
San Diego, CA 92130
Attn: GlauX Awards Secretariat

An Application received after the deadline will not be accepted. No electronic or facsimile transmissions of applications will be accepted. No applications will be returned after the

close of the awards. All Applications will remain with the Secretariat of the TDFoster GlauX Awards and will be destroyed at the end of 2006.

Entrants may submit additional material along with the Official Application Form. Enclosures must arrive with the application. No supplementary information will be accepted after receipt of the application, except where specifically requested by the Secretariat of the TDFoster GlauX Awards, the Selection Committee or external experts appointed by TDFoster.

7. Eligibility

Applications may be submitted by individual Inventors or Joint Inventors working as a team. However, one identified inventor must live in San Diego County, California. No third-party nominations are accepted. Entrants must submit their own ideas. Should a team effort be chosen, the TDFoster 2006 GlauX Award will be presented to the team. If an Entrant is working within an institution, the award will go to the Entrant only. No indirect costs are allowed. Applications for the TDFoster 2006 GlauX Award may be submitted by anyone of any age or nationality.

Excluded are former TDFoster GlauX Award Laureates; TDFoster employees; TDFoster agents and contractors and their employees; employees of advertising, public relations and any other agencies acting for TDFoster; members of the immediate families of any of the above; any other person closely connected with TDFoster. Former Entrants, including Honorable Mention winners and Associate Laureates, but excluding GlauX Award Laureates, may apply to more than one series of TDFoster GlauX Award competitions.

8. Notification

The winning Laureate will be notified prior to July 15, 2006 that their invention has been chosen by the Selection Committee. All other Entrants will also be notified of the status of their application by July 30, 2006. No other correspondence will be exchanged with Entrants on the subject of their applications before these dates, except where supplementary information is requested by TDFoster, the Selection Committee or external experts appointed by TDFoster.

9. Publication of Awards

TDFoster reserves the right to use the Laureate's name, address, application form, photographs and illustrations in published material and advertising connected with the TDFoster GlauX Award at no cost beyond the award given.

10. Intellectual Property Rights

For up to five years after submission of the entry, TDFoster and the Selection Committee shall each maintain in confidence all information disclosed, either written or pictorial, that is identified as confidential by the Entrant. TDFoster and the Selection Committee will use such information only in evaluating the entry. However, these obligations of confidentiality and limited use shall not apply to information which: Is or becomes publicly known through no fault of the receiving party; Is already known to the receiving party, as shown by that party's prior written records; Is subsequently learned by the receiving party from a third party entitled to disclose it; Is subsequently developed by the receiving party independent of information received from the disclosing party; or Is required to be disclosed in accordance with applicable law or pursuant to court or other governmental order, provided the party

required to make such disclosure gives the other party reasonable advance written notice to allow time to seek a protective order. Except for information clearly labeled as confidential, all information contained in the entry form and supporting materials will be considered for use by TDFoster and the Selection Committee in preparing press and promotional information describing the winning entries. Each entry is submitted in expectation of winning the competition and the subsequent publication of press and promotional information describing the entry. Accordingly, information necessary to provide an overview of the invention to the public should not be identified as confidential. TDFoster may develop potentially publishable articles including such information and offer them for publication. TDFoster will submit any written materials to the winning Laureate involved for review and non-objection before dissemination.

11. Responsibility and disclaimers

TDFoster will accept no responsibility in the event of loss, theft or destruction of applications and/or supporting materials, nor will it accept any responsibility for delays in postal delivery, courier delivery or other forms of communication.

The information provided herein should not be considered legal advice or legal opinion. None of the information in this announcement is provided or intended to create an attorney-client relationship, and receipt does not constitute an attorney-client relationship. No attorney-client relationship is established between Entrants and TDFoster, other than the winning Laureate, due to TDFoster's participation in and sponsorship of the TDFoster Glaux Award competition. TD Foster accepts clients only in accordance with certain procedures and renders legal advice only after completion of those procedures and when it is legally permissible for TDFoster to do so.

TDFoster will use reasonable efforts in the preparation and filing of a pro bono U.S. provisional patent application containing one omnibus claim for the winning Invention. TDFoster will also pay the government filing fee for this one application. TDFoster does not guaranty that a U.S. or foreign patent will issue for the winning Invention.

The provisional patent application will expire at the anniversary of its filing and it will be the sole responsibility of the Laureate(s) to decide whether to seek patent protection in the U.S. through the filing of a regular, non-provisional, U.S. patent application before the expiration of the provisional patent application.

It will additionally be the sole responsibility of the Laureate to decide to have their right to the winning invention protected in any foreign country or region. In order to do so, a patent application must be filed in a selected country or countries, or filed through the Patent Cooperation Treaty (PCT), before the expiration of the provisional patent application. It will also be the sole responsibility of the Inventor(s) to pay for the filing, prosecution, grant and maintenance of any regular U.S. patent application and any foreign or PCT patent applications. It will also be the sole responsibility of the Inventor(s) to pay for the fees due to maintain a U.S. patent if a patent is granted for the winning Invention.

Entrants are advised to seek their own legal counsel about U.S., international and foreign patent rights, licensing and other legal matters.

TDFoster, Inavisis, Inc. and the Selection Committee do not guarantee, warrant, or represent that a submitted Invention, including a winning Invention, has commercial value or that the submitted Invention will or could lead to a license, financing or other commercial agreement.

TDFoster reserves the right to issue, by postal mail or electronic mail addressed to the Entrants, additional rules, terms or conditions prior to June 30, 2006, that will become part of these Rules and Conditions.

12. Governing Law and jurisdiction

The TDFoster GlauX Awards are based in San Diego, California at the headquarters of TDFoster. The present Rules and Conditions will be deemed to be made under, and interpreted in accordance with, the laws of California. Any dispute with respect to and in connection with the present Rules and Conditions shall be referred to the courts of the San Diego County. Entering the TDFoster GlauX Award competition implies acceptance of these Rules and Conditions.