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THE MARTHA GRAHAM CASES: RECENT DISPUTE WARNS COMPANIES TO SECURE THEIR INTELLECTUAL PROPERTY RIGHTS

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The eponymous institutions of legendary dancer-choreographer Martha Graham recently prevailed in their intellectual property disputes against Ronald Protas, Graham's sole heir and legatee. In the trademark case, the Second Circuit held that Protas could not prevent Graham's dance center from using Graham's name in its title and business.[1] In the copyright case, the Southern District of New York held that the choreographic works Graham created for her school were owned by the school as "works made for hire."[2]

While these decisions are good news for arts organizations that rely heavily on the use of third parties' intellectual property, they also warn <u>all</u> companies to avoid such disputes altogether by exercising proactive intellectual property management.

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1 *The Martha Graham Sch. & Dance Found., Inc. v. Martha Graham Ctr. of Contemporary Dance, Inc.,* 01-9055, 2002 WL 1467852 (2nd Cir. July 2, 2002) (unpublished opinion), affirming *The Martha Graham Sch. & Dance Found., Inc. v. Martha Graham Ctr. of Contemporary Dance, Inc.,* 153 F.Supp.2d 512, 515 (S.D.N.Y. Aug. 7, 2001).

2 *The Martha Graham Sch. & Dance Found., Inc. v. Martha Graham Ctr. of Contemporary Dance, Inc.*, — F.Supp.2d —, 2002 WL 1966530 (S.D.N.Y. Aug. 23, 2002).

THE MARTHA GRAHAM DISPUTE

FACTUAL BACKGROUND[3]

In the late 1920s, Martha Graham began to develop her distinctive system of dance exercises and movements. In 1930, Graham began operating a dance school as a sole proprietorship, and in 1948, Graham established a non-profit dance foundation. In the foundation's certificate of incorporation, Graham consented to its use of her name in its title. In 1968, the foundation was renamed The Martha Graham Center of Contemporary Dance, Inc. (the "Center").

In 1956, Graham sold her dance school (and the perpetual right to use her name on it) to the newly-formed Martha Graham School of Contemporary Dance, Inc. (the "School," and together with the Center, the "Graham Institutions"), entering into an employment agreement to serve as the School's program (and later artistic) director. As artistic director, Graham's responsibilities included the creation of dances. Graham was paid a salary and employee benefits, and the School withheld taxes and paid her social security tax. Graham created 34 dances during her school employment, and had created 36 dances prior thereto.

In 1967, Graham met Ronald Protas, a young freelance photographer, and the two became close friends. Graham allowed Protas to become involved with the Graham Institutions, and Protas became artistic director when Graham died in 1991. Graham left to Protas much of her estate, including all property "not otherwise effectively disposed of." Protas thereafter claimed that he owned Graham's choreography copyrights and the exclusive right to control the use of the "Martha Graham" name. The boards of the Graham Institutions did not initially challenge Protas' claims, and in 1995, the U.S. Patent and Trademark Office ("PTO") granted Protas trademark registrations for the marks "Martha Graham" and "Martha Graham Technique" (the "Graham Marks").

By 1998, the Graham Institutions' relationship with Protas had soured, and the members of both boards had begun discussions with Protas to diminish his role there. To encourage Protas' resignation, in July 1999, the boards entered into a license agreement with Protas regarding their continued use of the Graham Marks and Graham's choreography. Protas was removed as artistic director in March 2000, and in May 2000, the Center suspended its operations due to financial strain. That same day, Protas terminated the copyright and trademark license.

Shortly after Protas was removed, he started another foundation using the "Martha Graham" name and granted the foundation exclusive licenses to run a school and license Graham's choreography. He also quickly applied for, and obtained, registration certificates

[3] The facts of this dispute are set forth in 153 F. Supp.2d at 515-519 and 2002 WL 1966530 at **2-14.

from the U.S. Copyright Office covering 30 of Graham's choreographic works. (The Center later applied for its own registrations, several of which overlapped with Protas' claims.)

THE LITIGATION

The Graham Institutions announced in December 2000 that the School would reopen in January 2001. Protas and his new foundation promptly sued for trademark and copyright infringement and sought to enjoin the Graham Institutions from using the name "Martha Graham" and Graham's choreography. Bench trials were held on the trademark and copyright claims in March-April 2001.

The Trademark Claim. On August 7, 2001, the Southern District of New York denied Protas' motion for injunctive relief, and held that the Graham Institutions' use of "Martha Graham" did not infringe Protas' trademark rights. The court rejected Protas' argument that the Center's Certificate of Incorporation contained not an assignment, but only a revocable license to use the Graham Marks. The court noted that the Center never paid Graham licensing fees, and that Graham never sought the right to revoke the grant. The court concluded that the Center *owned* the right to use its founder's name. The court also ruled that the School could use Graham's name in its corporate title. Based on the testimony of Graham's accountant and other documentary evidence, the court held that the School had bought a perpetual right to use Graham's name, which it had enjoyed for almost 40 years.

The court also (i) found that the Graham Institutions were valid "prior users" of the Graham Marks before Protas' registration, giving them certain "grandfather clause" rights under the Lanham Act; (ii) rejected several of Protas' other contractual arguments (*e.g.*, the contract's "assignment," "merger" and "no contest" clauses); and (iii) found for the Graham Institutions on Protas' "licensee estoppel" claim.[4]

Protas appealed to the Second Circuit, which affirmed the denial of the injunction. The court agreed with the district court that (1) Graham had assigned rights to her name to the Graham Institutions; and (2) estopping the Graham Institutions' use of the Graham Marks was unjust. While the court upheld the validity of the license's "assignment" clause – which required the Graham Institutions to assign to a Protas vehicle any rights vested after the license was executed – the court held that Protas could not enforce such provision after he chose to terminate the agreement.

The Copyright Claim. Protas also sought a declaration that he owned the copyright in the 70 dances choreographed by Graham. On August 23, 2002, the Southern District of New York rejected this claim. The court held that the 34 dances Graham created while an employee

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[4] The licensee estoppel doctrine generally prevents a trademark licensee from claiming that it, and not the licensor, owns the licensed mark. 153 F. Supp.2d at 520. Estoppel is an equitable doctrine, however, and the court found for the Graham Institutions, based upon Protas' conduct under the circumstances.

of the School were "works made for hire" under both the Copyright Act of 1909 and the Copyright Act of 1976.

The court held that the dances governed by the 1909 Act (those created before 1978) were created by Graham at the "instance and expense" of the School and within the scope of Graham's salaried employment there. The court held that the dances governed by the 1976 Act (those created in or after 1978) were "works made for hire" under 17 U.S.C. § 101 as works "prepared by an employee within the scope of [his or] her employment." [5] Therefore, Graham never personally owned the copyright in any of these 34 dances and thus could not will them to Protas.

With regard to Graham's pre-School dances, the court ruled that the evidence and parties' conduct over time supported Graham's assignment of most of these copyrights to the Graham Institutions.[6] Yet, the court held that the parties' conduct could not support Graham's assignment to the Graham Institutions of the copyright renewal term in one pre-1978 dance, which therefore passed to Protas as Graham's heir.[7]

LESSONS FOR OTHER COMPANIES

[5] The court noted that Graham was an "employee" of the School under *Cmty. For Creative Non-Violence v. Reid*, 490 U.S. 730, 741 (1989), which holds that the term "employee" should be construed under common-law agency principles and sets forth 13 factors for evaluating the existence of an employment relationship: (1) the hiring party's right to control the manner and means by which the product is accomplished; (2) the skill required; (3) the source of the instrumentalities and tools; (4) the location of the work; (5) the duration of the relationship between the parties; (6) whether the hiring party has the right to assign additional projects to the hired party; (7) the extent of the hired party's discretion over when and how long to work; (8) the method of payment; (9) the hired party's role in hiring and paying assistants; (10) whether the work is part of the regular business of the hiring party; (11) whether the hiring party is in business; (12) the provision of employee benefits; and (13) the tax treatment of the hired party. 2002 WL 1966530 at *23, citing *Reid* at 751-52. The Second Circuit later held that factors 1, 2, 6, 12 and 13 were the most important in the *Reid* analysis. *Id.*, citing *Aymes v. Bonelli*, 980 F.2d 857 (2nd Cir. 1992).

[6] The Copyright Act of 1909 did not require a copyright assignment to be in writing. 2002 WL 1966530 at *28, citing *Jerry Vogel Music Co. v. Warner Bros., Inc.*, 535 F. Supp. 172, 174 (S.D.N.Y. 1982). The Copyright Act of 1976 does require copyright assignments to be in writing. *See* 17 U.S.C. § 204(a).

[7] In the end, the Graham Institutions proved ownership of the copyright in 45 of Graham's 70 dances. 2002 WL 1966530 at *1. Protas proved ownership of one copyright for its renewal term. *Id.* As for the other 24 dances, the court held that (i) 10 had fallen into the public domain for failure to renew, (ii) five were not proved to be owned initially by Graham, and not the parties who had commissioned the works, and (iii) nine were not proved to be published with proper copyright notice, a statutory requirement at the time. *Id.* at **16, 26, 27, 35. The problems in (i)-(iii) no longer exist under the Copyright Act of 1976, which abolished renewal terms (17 U.S.C. § 302), set clear rules on ownership of commissioned works (17 U.S.C. § 101), and pursuant to the Berne Convention Implementation Act of 1988, abolished the requirement of statutory notice for works created after March 1989 (17 U.S.C. § 401(a)).

While the Graham Institutions prevailed in their dispute against Protas, the litigation consumed huge resources and generated chronic unwanted publicity. Further, another institution in a similar dispute might not be so lucky; an injunction and declaratory judgment are equitable remedies, and a less-legendary institution facing a more sympathetic opposing party might have a different outcome.

How can companies avoid their own Martha Graham dispute, where an outsider claims a stake in the company's intellectual property? The key is for a company — at the outset — to secure ownership or a clear written license to use all the intellectual property it needs in its business. Such a goal involves several components:

- Trademarks: Companies should (i) apply to register as the record owner of all trademarks (including personal names) that they own and use in their businesses and (ii) execute written license agreements for all trademarks (including personal names) that they use and are owned by third parties.

- Domain Names: Companies should ensure that all domain names that they use are registered in their names, and not as owned by individual employees, web hosting companies or other third parties.

- Copyrights: Companies should execute written agreements with all individuals other than full-time, salaried (*e.g.*, W-2) employees that create copyrightable works for the company that such works are (i) "works made for hire" owned by the company, (ii) otherwise assigned to the company, or (iii) licensed to the company. Companies should also execute copyright ownership agreements with full-time, salaried employees as a "belt and suspenders" measure. Companies should be aware that, for copyright assignments and licenses granted by individuals (rather than other corporations), a little-known law allows the assignor/licensor to revoke the grant during the window of 35-40 years after the agreement is executed.

- Patents: Companies should execute written agreements with all individuals that create patentable works for the company that such works are either (i) assigned in advance to the company or (ii) licensed to the company.

- Proprietary Information: Companies should execute written non-disclosure agreements and ownership acknowledgments and implement consistent policies to safeguard the secrecy of their proprietary information, ranging from computer software to donor and client lists.

TRADEMARKS

A trademark is a word (*e.g.*, Nike), logo (*e.g.*, the Nike "swoosh"), personal name, or other device (*e.g.*, the color brown for UPS, the sound of the NBC chimes) that is used to indicate the source of goods and services and to distinguish them from the goods and services of others. Trademarks are governed by the Lanham Act, the U.S. Trademark Act of 1946 (15 U.S.C. § 1051, *et seq*.), state statutes and common law.

Ownership. Trademark rights are acquired by the person or entity who *actually uses* the mark on or in connection with goods or services. Therefore, even if an individual employee thinks of the company's next great logo, the company uses the mark and is its lawful owner. In the *Graham* case, the Graham Institutions should not have allowed Protas to register the Graham Marks in his own name – Protas never used these names in an individual capacity.

For many companies, trademark ownership is a simple issue – an employee is unlikely to be named "Nike" and claim the mark belongs to him or her personally. For companies using a founder's name, the issue is less clear. The Martha Graham dispute might have been avoided if, at the outset, the Graham Institutions registered the Graham Marks in their own names, and obtained Graham's consent to do so.[8] In the alternative, the Graham Institutions should have obtained a clear, irrevocable assignment of all of Graham's rights to her name.[9]

In some cases, however, an individual may not wish to assign away the right to his or her name. In such event, the company should obtain a written, exclusive, perpetual license to use such name for all purposes in connection with its current or future business. The license should clearly bind all successors, heirs, legatees, beneficiaries and assigns of the licensor.[10]

Registration. While a company may use a trademark (including a personal name) without registering it, registration confers several advantages in the United States:[11] (i) it grants the registrant presumptive priority to use the trademark in all 50 states (15 U.S.C. § 1057(c)); (ii) it serves in later litigation as *prima facie* evidence of the mark's validity and the registrant's ownership thereof (15 U.S.C. §1057(b); (iii) it allows the registrant to use the ® notice with the mark, which may deter others from infringing it; and (iv) the registration (as well as a pending application) will appear in the online PTO database (www.uspto.gov (Trademarks/Trademark Electronic Search System (TESS) search)), which may deter others doing "due diligence"

[8] A company wishing to register a trademark containing a living individual's name (*e.g*., Martha Stewart, Charles Schwab) must first obtain the written consent of such individual. 15 U.S.C. § 1052(c); Trademark Manual of Examining Procedure § 1206. If such consent is obtained, the company may be the lawful owner of such trademark registration at the outset.

[9] Any assignment of a trademark registration or application should then be recorded at the PTO within three months to perfect the company's rights vis-à-vis third parties. *See* 15 U.S.C. § 1060(a).

[10] Under current law, it is unclear if 15 U.S.C. § 1060(a) requires an exclusive trademark license to be recorded at the PTO. It is certainly prudent to record exclusive licenses to material trademarks.

[11] Trademarks exist and are registered on a country-by-country basis. Use of a trademark in the United States does not create trademark rights in any other country and vice-versa (although the use of trademarks on the Internet has made this issue more complex in recent years).

searches from using it. Even if a company decides not to register a trademark, it should still execute assignments from all third parties who may claim to own it.[12]

The trademark registration process begins simply. A company must fill out a form (available at www.uspto.gov) describing the mark and its proposed use thereof, and submit a fee of $325 per mark in each class of goods or services. If the PTO objects to the proposed registration – for example, if the mark is the same or confusingly similar to a prior mark – then the applicant will need to submit briefs to the PTO in support of its rights. Once a mark is registered, it can be renewed in perpetuity if the owner continues to use it and comply with PTO procedural guidelines.

DOMAIN NAMES

Domain names (such as www.stblaw.com) are obtained by executing a contract with one of the many private registries, such as register.com or Verisign, Inc. Such contracts generally can be completed online in only a few minutes. The registries do not perform searches to see if a particular domain name infringes any prior trademarks; if the exact domain name requested is available, the contract is completed.[13]

The corporation itself should be registered as the domain name owner. While an individual employee may fill out the registration form, such employee should be listed only as an administrative or technical contact, not as the *owner* of the domain name itself. Companies have frequently encountered disputes with disgruntled ex-employees who refused to transfer a corporate domain name that the employee had registered in his or her individual name.

Companies should proactively register all reasonable domain names that match or contain their trademarks. The domain name process is "first come, first served," and several legitimate third parties may compete for one name, such as if several XYZ Corps. sell different products in different states and wish to use www.xyz.com. Companies should also consider registering disparaging domains, to prevent their use by others (*e.g.*, www.xyzsucks.com, a favorite for website operators wishing to complain about a company).

COPYRIGHTS

Copyrighted works are "original works of authorship fixed in any tangible medium of expression," including computer software, databases, music compositions, movies, textual materials, Internet website content, advertising and promotional materials, photographs, graphics, artwork and choreography. 17 U.S.C. §102(a).

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12 Of course, before a company uses any trademark – registered or not – it is required to perform a "clearance search" to ensure that no third party is already using the same or a confusingly similar mark.

13 Therefore, a "clearance search" is also prudent before a company registers a new domain name.

Ownership. Under U.S. law, a corporate entity can own a copyrighted work in three ways: (i) the work is created by an employee within the scope of his or her employment; (ii) the work is created by a consultant or independent contractor in circumstances creating a "work made for hire" under 17 U.S.C. § 101; or (iii) the work is assigned to the company in writing.

For a company to own a copyrighted work under (i), the creator must be an "employee" and not a consultant, temporary worker or independent contractor. Further, the work must be "within the scope of his or her employment," and not an unrelated or hobby project of the employee (*e.g.*, a lawyer writing a cookbook). A company might intuit that an employee's use of company resources (*e.g.*, workplace computer) or work during business hours creates work "within the scope of employment," but this is not necessarily the case under copyright law.

As for (ii), works by non-employees are "works made for hire" and initially owned by the company if they are "specially ordered or commissioned for use as a contribution to a collective work, as part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire." 17 U.S.C. § 101.[14]

If a company is uncertain whether any copyrighted works it purportedly owns qualify under (i) or (ii), it should obtain a written assignment of the works, and record such assignment promptly in the U.S. Copyright Office.[15] Many companies require all employees to execute such an assignment on their first day at work, as a standard "belt and suspenders" procedure.

For works that the company is not able to own outright, such as certain third-party software, the company should ensure it has a valid written license to use such works for all current and future purposes. If the license is exclusive, it should also be recorded in the U.S. Copyright Office.[16]

Companies receiving assignments and licenses from individuals rather than corporations should also be aware of a little-known section of the Copyright Act that essentially allows the grantor (or his/her heirs) to revoke the grant during the window 35-40 years after

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14 This agreement may be executed before or after the creation of the copyrighted work. *Compaq Computer Corp. v. Ergonome, Inc.*, 210 F. Supp.2d 839 (S.D. Tex. 2001), citing 17 U.S.C. §§ 101(2), 201(b).

15 *See* 17 U.S.C. § 205(d). To perfect against third parties, such assignment should be recorded within one month if executed in the United States and within two months if executed elsewhere.

16 Because an exclusive license is defined as a "transfer" in the Copyright Act, exclusive licenses are perfected via recordation at the Copyright Office. 17 U.S.C. §§ 101, 205(d). *See Gardner v. Nike, Inc.*, 110 F. Supp.2d 1282, 1285 (C.D.Cal. 2000) (noting that 17 U.S.C. § 101 equates exclusive copyright license with assignment).

the assignment/license is executed.[17] The section exists to protect "starving artists" who sell a painting for a pittance, and the work later attains enormous value. Cultural and artistic organizations are most likely to encounter this section, if they are assignees or long-term licensees with respect to musical works, paintings, photography, choreography, plays, and the like. The section does not apply to "works made for hire" or works bequeathed by will, 17 U.S.C. § 203(a), which do not have the same "starving artist" policy considerations.

Registration. A work obtains copyright protection as soon as it is created, or "fixed in any tangible medium of expression," such as paper, film, videotape or computer memory. 17 U.S.C. § 102(a). Registration of copyrighted works is currently optional in the United States, although registration confers several advantages: (i) registration before publication (or within three months thereafter) allows the owner to recover statutory damages and attorney's fees in litigation (17 U.S.C. § 412); (ii) in any judicial proceeding, the certificate of registration made before or within five years after first publication of the work is *prima facie* evidence of the validity of the copyright and of the facts stated in the certificate (17 U.S.C. § 410 (c)); and (iii) as with trademarks, the registration will appear in the online database of the U.S. Copyright Office (www.copyright.gov/records), and may deter others from infringing it.

Patents

A patent is a "new and useful process, machine, manufacture or composition of matter, or any new and useful improvement thereof." 35 U.S.C. § 101. Most companies own or use patented or patentable inventions, ranging from the widespread (factory machinery, production processes, software and business techniques) to the highly specific (pharmaceuticals).

Ownership. The U.S. Patent Act, 35 U.S.C. § 101, *et seq.*, requires that the human inventor — not his or her corporate employer — apply for a patent. The inventor is presumed to own a patent application and any patent issued therefrom unless it is assigned to a third party. 37 C.F.R. § 3.73(a). In almost all circumstances, an application for a patent must be made by its human inventor.[18] Therefore, any corporation wishing to own an employee, consultant or contractor's patentable work must obtain a written assignment thereof.[19] Many companies

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17 *See* 17 U.S.C. § 203(a)(3). The grant may be terminated at any time from (i) 35-40 years from execution of the grant, or if the grant covers the right to publish the work, (ii) the earlier of 35-40 years from publication of the work or 40-45 years from execution of the grant.

18 "Whenever an inventor refuses to execute an application for patent, or cannot be found or reached after diligent effort, a person . . . who otherwise shows sufficient proprietary interest in the matter" may apply for the patent. 35 U.S.C. § 118.

19 In limited circumstances, the company may automatically acquire a "shop right" (*i.e.* a nonexclusive, nontransferable, royalty free license to use an employee's invention) when the invention was conceived or reduced to practice on the company's time and using the company's facilities or materials. *See United States v. Dubilier Condenser Corp.,* 289 U.S. 178 (1933). The shop right is an equitable doctrine, and as such, should not be relied upon to preserve the company's rights in all circumstances.

require all employees to execute such an assignment on their first day at work, as a standard procedure.[20] For inventions that the company will not own outright, such as those existing before an employee joined the company, the company should obtain a valid written license for all current and future purposes. Importantly, because a patent does not grant its holder the right to practice the subject invention, but rather the right to *exclude* others from doing so, unless the company has an exclusive license or non-competition agreement with the employee–inventor, the employee may freely license the patent to a rival or future employer, as well.

Application. To obtain a patent, the inventor must submit an application that satisfies the requirements of the Patent Act. Generally, a patentable invention must be novel and non-obvious in light of the prior art and adequately disclosed. 35 U.S.C. §§ 102, 103 and 112. Instructions and online forms are available at the PTO web site (www.uspto.gov (Patents – Electronic Filing System)). Once an application is filed with the PTO, an Examiner reviews it for statutory compliance. The applicant then has an opportunity to overcome any rejection of the Examiner by further arguing to the Examiner or by appealing a final rejection.[21] Once the Examiner accepts the patent application, it will proceed to issuance. Once issued, a patentee can prevent others from making, using or selling the invention in the United States for 20 years from the application's initial filing date. 35 U.S.C. §§ 154(a)(2), 271.

PROPRIETARY INFORMATION

All companies have and use confidential or proprietary information, whether or not it rises to the level of a "trade secret."[22] Trade secrets are protected against misappropriation by state law, but confidential information not rising to the "trade secret" level can be protected by contract, if the company requires individuals to sign non-disclosure agreements before viewing it. Prudent companies have all employees and third parties sign confidentiality agreements before accessing confidential information and implement other security procedures (*e.g.*, computer passwords, locked cabinets, restricted areas) to protect it.

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[20] *See* Jerry Markon, "If City Employee Invents Process, Who Gets Patent?" Wall Street Journal, March 26, 2002 at B1 (noting city employee's court victory as owner of patent for removing hydrogen sulfide gas from city drinking water; city had not required employee to assign in advance his rights to any job-related patents).

[21] Applying for a patent is a complicated process involving a detailed review by a PTO Examiner, and comments made to the PTO during this process can have serious consequences vis-à-vis the patent's eventual scope and interpretation. Therefore, in most cases, companies should consult skilled patent prosecution counsel and should not attempt to negotiate the patent application process alone.

[22] Section 757 of the Restatement of Torts, comment b, defines a trade secret as "any formula, pattern, device or compilation of information which is used in one's business, and which gives him an opportunity to obtain an advantage over competitors who do not know or use it." The Restatement comments that in deciding a trade secret claim, six factors should be considered: (1) extent to which the information is known outside of the business; (2) extent to which the information is known by employees and others in the business; (3) extent of measures taken by the business to guard the information's secrecy; (4) value of the information to the business and its competitors; (5) amount of effort or money expended by the business to develop the information; and (6) ease or difficulty for others to acquire or duplicate the information. *Id*.

Generally, the creator or compiler of proprietary data owns it, and certain proprietary information may be licensed or rented to third parties. If at all possible, companies should ensure that their most valuable confidential information – for example, a membership or donor list for a non-profit corporation ─ is within their own possession and control (*e.g.*, their own database or server), rather than that of an outside consultant or web hosting company. Possession is nine-tenths of the law, and if a dispute erupts, a company should not be denied access to its most precious data until resolution occurs. Proprietary information is not subject to registration in the United States; indeed, the public nature of registration goes against its very nature.

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If you have any questions about the subject matter of this memorandum or issues related to trademarks or other intellectual property matters, please contact Robert A. Bourque (212-455-3595; rbourque@stblaw.com), Lori E. Lesser (212-455-3393; llesser@stblaw.com) or Robyn J. Rahbar (212-455-2254; rrahbar@stblaw.com) of the Firm's Intellectual Property practice group. For issues related to not-for-profit organizations, please contact Victoria B. Bjorklund (212-455-2875; vbjorklund@stblaw.com) or David A. Shevlin (212-455-3682; dhevlin@stblaw.com) of the Firm's Exempt Organizations practice group.

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