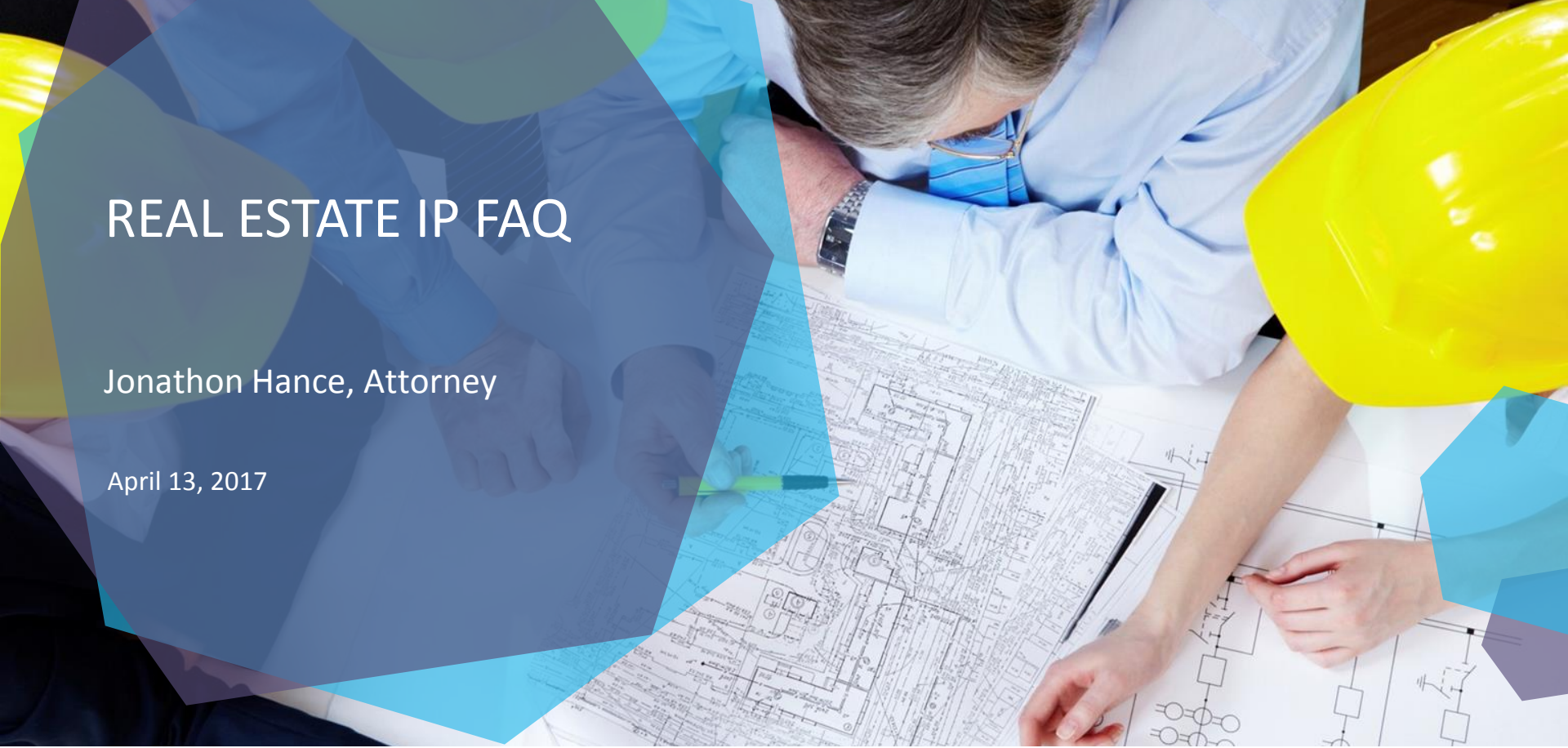

REAL ESTATE IP FAQ

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AGENDA

- How is IP ownership established, and what is the work made for hire doctrine?
- What steps should we take to transfer IP in a real estate deal?
- What should we think about when licensing our brand?
- What are VARA rights and what does it mean to waive them?
- Do we need a license to play music in our buildings?

HOW IS IP OWNERSHIP ESTABLISHED, AND WHAT IS THE WORK MADE FOR HIRE DOCTRINE?

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HOW IS IP OWNERSHIP ESTABLISHED?

TYPE OF IP	PRESUMPTIVE OWNER
Patent	• Inventor is presumed to be the initial owner of a patent or patent application • Can be multiple inventors and, therefore, multiple owners • Watch out for community property states • Beware that California, Delaware, Illinois, Kansas, Minnesota, North Carolina, Washington, and Utah have statutes regarding assignment of inventions • Ownership can be assigned
Copyright	• Initial owner is the work's author • Work made for hire is a key exception • Ownership can be assigned

HOW IS IP OWNERSHIP ESTABLISHED?

TYPE OF IP	PRESUMPTIVE OWNER
Trademark	• The company who owns the brand is the presumed owner of a trademark • Owner is listed in trademark applications • Ownership can be assigned
Know How / Trade Secrets	• The creator of the know how and/or trade secret owns the IP • Ownership can be assigned

WHAT IS THE WORK MADE FOR HIRE DOCTRINE?

- Doctrine applies only to copyrights
- Under the 1976 Copyright Act (17 U.S.C. § 101), the work made for hire doctrine applies when:
  - An *employee* prepares a work within the scope of his employment; or
  - An individual or other entity specially orders or commissions certain types of work from an independent contractor if certain conditions are met
- In these cases, the employer or commissioning entity initially owns the copyright unless the parties agree differently in a signed writing
- Doctrine avoids statutory right of author to terminate copyright assignment and licenses after 35 years

WHAT IS THE WORK MADE FOR HIRE DOCTRINE?

- Key considerations for works created by employees:
  - Was the work created by an "employee"
    - Courts look to principles of agency law to determine whether a work is created by an employee
    - *See Cmty. for Creative Non-Violence v. Reid*, 490 U.S. 730 (1989)
  - Was the work created in the "scope of employment"
    - Courts generally apply Section 228 of the Restatement (Second) of Agency's three-prong test, which examines whether the work:
      - » Is of the kind the employee is employed to perform;
      - » Occurs substantially within the authorized time and space limits; and
      - » Is performed at least in part to serve the employer.

WHAT IS THE WORK MADE FOR HIRE DOCTRINE?

- Key considerations for works created by independent contractors:
  - Work made for hire applies to a narrower subset of works created by independent contractors
  - Work must be specially ordered or commissioned for use as a contribution to a collective work; a part of a motion picture or other audiovisual work; a translation; a supplementary work (for example, a foreword, afterword, pictorial illustration, map, chart, table, editorial note, musical arrangement, answer material for tests, bibliography, appendix or index); a compilation; an instructional text (a literary, pictorial, or graphic work prepared for publication use in systematic instructional activities); a test; an answer material for a test; or an atlas.
  - The parties must agree in a signed written instrument that the work is considered a work made for hire.

WHAT SHOULD WE DO TO PROTECT OUR IP OWNERSHIP?

- Include broad IP assignment clauses in all employment contracts and independent contractor agreements
  - Be aware of the difference between:
    - "**I will assign and do hereby assign**" v.
    - "**I agree to assign or confirm in writing**"

- Include work made for hire clauses in all employment agreements

- Assign all IP related to a particular project to the entity responsible for the project

- When contracting with a third party, clearly specify how "improvements" to IP are to be handled

WHAT ARE TAKEAWAYS IN THE PROPERTY MANAGEMENT CONTEXT?

- Absent language in the property management agreement, default IP ownership rules will apply
  - Each party will own the IP that it creates (assuming appropriate employee and contractor agreements)
  - IP may be jointly created, which can pose challenges
- If a different arrangement is desired, the parties must specify it in the management contract
- Carefully drafted and negotiated IP assignment / retention provisions in management contracts will reduce doubt and uncertainty over ownership of IP
- Specify how jointly-owned IP should be owned (and potentially licensed)
  - For example, IP could be owned by the managing party but licensed back to the property owner for its use

EXAMPLE CLAUSES

Assignment of Intellectual Property. Contractor agrees that, as between Contractor and Client, any new literary works and other works of authorship, inventions and other intellectual property that is created, developed, conceived, made and/or reduced to practice by Contractor or Contractor's agents, employees or subcontractors (whether solely or jointly with others) in connection with the Services, including all formulae, algorithms, processes, process improvements, procedures, designs, ideas, concepts, research, discoveries, know-how, proprietary information and methodologies, technology, software, databases, specifications and all records thereof, and any related documentation, design documents and analyses, studies, tools, plans, models, flow charts, reports and drawings, and any derivative work, addition, enhancement, update, new version, adaptation, modification, analysis of, improvement, or revision to the **[(as defined in the Nondisclosure Agreement)]**, in each case, in whatever form or media, whether tangible or intangible (collectively, "Work Product"), is the sole property of Client. **Contractor hereby does, and will cause its agents, employees and subcontractors to, irrevocably, perpetually and unconditionally assign to Client without further consideration all worldwide rights, title, and interest each may have in any Work Product, including any copyrights, patents rights, trade secret rights, trademark rights or other intellectual property or proprietary rights relating thereto of any sort throughout the world** ("Proprietary Rights"). Such rights will vest in Client upon creation, development or conception of the relevant Work Product.

EXAMPLE CLAUSES

Work Made for Hire; Assignment. The Employee acknowledges that, by reason of being employed by the Employer at the relevant times, to the extent permitted by law, all Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Employer. To the extent that the foregoing does not apply, the Employee hereby irrevocably assigns to the Employer, and its successors and assigns, for no additional consideration, the Employee's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including[without limitation] the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Employer's right, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than the Employer would have had in the absence of this Agreement.

EXAMPLE CLAUSES

Improvements / Revisions. The Contractor agrees that any derivative work, addition, enhancement, update, new version, adaptation, modification, improvement, or revision to the Client's Intellectual Property in any form or medium, whether tangible or intangible, whatsoever developed or made by the Contractor at any time, including all underlying or resultant intellectual property therein (the "**Improvements**"), shall be owned solely and exclusively by the Client, and the Contractor hereby assigns any and all worldwide rights therein and thereto to the Client.

WHAT STEPS SHOULD WE FOLLOW TO TRANSFER IP IN A REAL ESTATE DEAL?

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WHAT STEPS SHOULD WE TAKE TO TRANSFER IP IN A REAL ESTATE DEAL?

1. Consider the role of IP in the real estate deal
2. Identify and categorize the IP to be transferred
3. Consider the value of the IP to be transferred
4. Prepare IP for the transfer (i.e., get your ducks in a row)
5. Draft careful, thoughtful, and detailed IP transfer clauses
6. Draft assignment agreements for filing with appropriate regulatory bodies
7. After closing, file the assignment agreements

1. WHAT IS THE ROLE OF IP IN THE REAL ESTATE DEAL?

"I can make a whole lot more money skillfully managing intangible assets than managing tangible assets."

Warren Buffet

"People recognize intellectual property the same way they recognize real estate. People understand what property is. But it's a new kind of property, and so the understanding uses new control surfaces. It uses a new way of defining the property."

Michael Nesmith

"Intellectual property has the shelf life of a banana."

Bill Gates

2. WHAT IP IS TO BE TRANSFERRED OR RETAINED?

- At the outset of the deal, perform an internal “IP due diligence”:
  - Determine whether IP assets are material to the transaction
  - Identify IP-related assets
  - Identify IP-related liabilities that could affect the buyer’s valuation
  - Identify IP-related obstacles to completing the transaction
- Think about what IP the buyer needs to operate the tangible assets to be sold
- Think about what IP the seller needs to continue operating the seller’s business
- Identify persons inside the seller and buyer most knowledgeable about the IP

2. WHAT IP IS TO BE TRANSFERRED OR RETAINED?

- Trademarks
  - Registered, unregistered, and common law
- Internet domain names
- Internet / intranet websites
- Social media accounts and content
- Copyrights
  - Registered and common law
- Patents
  - Registered and patent pending
  - Domestic and foreign
- Know how
- Trade secrets

- Software
- Software licenses
- IP agreements with third parties
- Future IP in development
- Service contracts
- Customer lists
- Tenant lists
- Prospective customer and tenant lists

2. WHAT IP IS TO BE TRANSFERRED OR RETAINED?

- For each item of IP identified, determine the following:
  - Current owner of record and beneficial owner
    - Identify any gaps in the chain of title
    - Identify any IP owned by a third party
  - The jurisdiction covered by the registration or application or, for domain names, the registrar
  - Patent, registration, and application serial numbers
  - Filing and registration or issue dates
  - Upcoming deadlines for maintenance or renewal for a reasonable period following the closing (e.g., 90 days)

3. HOW VALUABLE IS THE IP TO BE TRANSFERRED?

- Sources of value:
  - Necessary to the business operation
  - Provides a competitive edge
  - Lack of commercially available alternatives
  - Replacement cost of IP, including time, expense, and level of effort

- Buyer may really need your IP!
  - Logo
  - Brand and service names
  - Photographs
  - Drawings and renderings
  - Website content
  - Customer and tenant lists
  - Proprietary software
  - Software licenses with third parties

Build a business case for the value of your IP.

4. HOW DO I PREPARE FOR AN IP ASSET SALE?

- Ensure that all IP to be transferred is owned by the seller
  - Ensure that subsidiary or affiliate companies have transferred IP to seller
  - Ensure that all independent contractors who worked on the IP have signed IP transfer and assignment agreements in favor of the seller
  - Ensure that all employees have signed employee IP assignment agreements covering any IP the employee may have created
    - "work for hire" language is not sufficient

- Ensure that all outstanding prosecution tasks have been completed
  - Respond to all office actions
  - Renewal fees paid
  - All registrations filed
  - Don't forget about copyrights!

- Ensure that assignments of IP are well documented and recorded with the appropriate regulatory bodies
  - e.g., all assignments of ownership of registered trademarks have been recorded with the USPTO

4. HOW DO I PREPARE FOR AN IP ASSET SALE?

Treat your counterparty like a competitor until the deal is done

Don’t give away the farm

5. WHAT SHOULD I THINK ABOUT WHEN DRAFTING THE PSA?

- Definitions: Carefully define the IP to be transferred / retained
  - Define the IP assets and rights to be retained broadly
  - Define IP assets and rights to be sold narrowly
  - Specifically define retained vs. transferred liabilities and obligations
  - Use schedules to provide *examples* for specificity

5. WHAT SHOULD I THINK ABOUT WHEN DRAFTING THE PSA?

- Representations and Warranties:
  - Seller should make only limited representations and warranties that are qualified by the seller's knowledge and/or other qualifications, including materiality
  - Typical seller warranties are that the seller owns *or* has the right to use the IP assets immediately prior to the closing date and that these rights will survive unchanged after the transaction
  - Buyer may seek a "sufficiency" warranty and a non-infringement warranty—these should be *carefully negotiated*, *narrow, and qualified* if included

6-7. HOW DO WE EFFECTUATE THE IP ASSET SALE?

- Draft assignment agreements for each type of IP to be transferred and attach those as exhibits to the PSA
- Keep them specific as to the IP assigned but do not disclose underlying terms of the PSA
- Draft separate assignment documents for each type of IP transferred
- File assignment documents (or otherwise memorialize IP asset sale) with appropriate regulatory and commercial bodies
  - Patent – USPTO
  - Trademark – USPTO
  - Copyright – Copyright Office
  - Domain Name – change WHOIS information and transfer domain to new registrar controlled by buyer
  - Website – move the website content to a new server controlled by buyer

WHAT SHOULD WE THINK ABOUT WHEN LICENSING OUR BUILDING BRAND?

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WHAT SHOULD WE THINK ABOUT WHEN LICENSING OUR BRAND?

- What is the brand and what IP is implicated?
- Who are the right parties?
- What is the scope of the license?
- What is the royalty?
- What is the term and what are the termination rights?
- Who controls the brand?
- What about, representations, warranties, and limitation of liability?

WHAT IS THE BRAND AND WHAT IP IS IMPLICATED?

- Identify the brand
  - Is it a logo, word mark, look and feel, or all of the above?
- Identify any trademark registrations or pending trademark applications for the brand
- Draft a schedule or chart specifically listing the brand and all supporting IP
- Limit the licensed IP only to the subset of brand IP actually needed for the project
  - e.g., if only a logo is needed, only license the use of the logo, not the “word mark” name of the brand standing alone

WHO ARE THE RIGHT PARTIES?

- Identify the brand owner and define that owner as the licensor
  - If the brand is trademarked, this will be the trademark owner
  - Ensure that brand has been assigned to licensor and assignments are recorded
- Identify the appropriate licensee and define that entity as licensee
  - Limit license grant to a single entity that is a party to the agreement
- Do not include “affiliates” in the definition of licensee
  - If must include affiliates, limit to the licensee’s affiliates as of the effective date of the agreement
  - Provide for automatic termination of license to any affiliate that ceases to be an affiliate
  - Require licensee to ensure its affiliates comply with the agreement and remain primarily liable for any breach of the license

WHAT IS THE SCOPE OF THE LICENSE?

- Identify the necessary uses for the brand for the project
- Limit the use of the licensed brand solely to specified licensed products or services so that the licensee cannot use the mark for any product not covered by the license agreement
- Require the licensee to meet specific targets or project objectives in order to continue using the brand
  - e.g., number of app users, customer satisfaction survey results, number of app downloads, number of transactions using the portal, etc.
  - Could include sales targets if the licensee is selling a good or service

WHAT IS THE SCOPE OF THE LICENSE?

- Make the license expressly non-exclusive, non-transferrable, and non-sublicensable

- Specify a limited territory for use of the brand
  - Can be geographic (e.g., Texas)
  - Or can be limited distribution channels (e.g., only on mobile apps)

- Require licensee to expressly acknowledge that licensor owns the brand and that any goodwill derived from licensee's use of the brand shall inure to the benefit of licensee
  - Also include provision that if licensee acquires any rights in the brand, by operation of law or otherwise, such rights shall be deemed and are hereby irrevocably assigned to licensor

WHAT IS THE ROYALTY?

- License can be pre-paid or “fully paid up”
  - Fully paid up royalty is a good option if the brand license is the result of, or related to, consideration paid under a separate agreement for a product or service
  - If license stems from another agreement, specify the agreement
- Royalties can be a flat fee, based on net or gross sales, or any other metric that can be measured with some level of certainty
- Include appropriate audit rights to ensure proper payment of royalties
- Avoid nominal royalties (especially without referencing a related, parent agreement) as they cans set a low threshold for the value of the brand

WHAT IS THE TERM AND WHAT ARE THE TERMINATION RIGHTS?

- Specify an initial term consistent with the underlying project contract
  - e.g., if the term for the services agreement with the portal developer / operator is 5 years, set the initial term for the brand license to 5 years

- Consider specifying an automatic renewal term
  - Typically 1 year
  - Renews automatically absent notice from either party prior to termination of previous term

- Carefully consider termination provisions
  - Termination for cause (with short cure periods)
  - Termination for convenience
  - Termination upon termination of underlying project contract
  - Termination on bankruptcy, insolvency, change of control, etc.

WHO CONTROLS THE BRAND?

- YOU DO!
- Establish a brand manual and use guidelines for all promotional materials
  - Manual should include guidelines for color, typeface, size, appearance of graphic elements, etc.
  - Include brand manual and guidelines as exhibit to license agreement
  - Expressly require licensee to acknowledge and follow the guidelines
  - Expressly state that failure to do so is a material breach of the license and cause for termination
  - Require licensee to provide prototype and samples of its use of the brand before launch of the project and periodically throughout the term

REPRESENTATIONS, WARRANTIES, AND LIMITATION ON LIABILITY?

- Resist giving more than the following limited reps and warranties:
  - Licensor is owner of the licensed brand
  - Any issued registrations for the brand are subsisting and in force
  - Licensor has the right to grant the license

- Expressly disclaim any representation or warranty not expressly set out in the license agreement or that may be implied or statutory, including warranties that:
  - Any registered mark is valid
  - That any pending application will proceed to registration
  - That the licensee's exercise of the rights granted will not infringe any IP of a third party

- If agreeing to any additional warranties, qualify them by:
  - Materiality
  - Knowledge
  - Geographic and substantive scope
  - Time frame

REPRESENTATIONS, WARRANTIES, AND LIMITATION ON LIABILITY?

- Limit licensee's remedies for licensor's breach of a representation or warranty
  - Sole and exclusive remedy is termination of the license
  - Expressly disclaim liability for consequential, incidental, and other special damages and lost profits
  - Consider a liquidated damages clause

- Require indemnification from licensee for third-party claims arising out of products or services provided by licensee using the mark
  - Product liability claims
  - Claim for infringement, misappropriation, or other violation of any third-party IP

- Require licensee to maintain appropriate insurance naming licensor as an additional insured

WHAT ARE VARA RIGHTS AND WHAT DOES IT MEAN TO WAIVE THEM?

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WHAT ARE VARA RIGHTS?

- Statutory rights granted under the Visual Artists Rights Act of 1990
  - 17 U.S.C. § 106(a)
- Not the same thing as a copyright
- Exclusive to visual art
- VARA rights belong solely to the visual artist, even if the artist is not the copyright owner
- VARA rights endure for the life of the author
- No VARA rights for “works for hire”

WHAT ARE VARA RIGHTS?

- Gives the visual artist the right to:
  - Claim authorship of visual art
  - Control use of artist's name
  - Prevent any intentional distortion, mutilation, or other modifications of the artist's visual art, which would be prejudicial to his or her honor or reputation
  - Prevent any destruction of a work of recognized stature

- EXCEPTIONS:
  - The passage of time or the inherent nature of the materials
  - Conservation of the work
  - Public presentation

WHAT ARE VARA RIGHTS?

ATTRIBUTION
&
INTEGRITY

VARA RIGHTS VS. COPYRIGHTS

	VARA RIGHTS	COPYRIGHTS
Scope	Visual art only	All original works of authorship
Right to prevent copying	No	Yes
Right to prevent destruction of work	Yes	No
Right to prevent modification of work	Yes	Yes (derivative works)
Right to control use of author's name	Yes	Limited
Can be assigned / transferred	No	Yes
Can be waived	Yes	No (but can apply open license)

CAN VARA RIGHTS BE WAIVED?

- VARA rights can be waived

- To be effective, a waiver must:
  - Be in writing
  - Signed by the author
  - Specifically identify the visual work
  - Specifically identify the use of the work to which the waiver applies

- Waiver will apply only to the work and uses identified in the waiver

WHAT DOES A VARA WAIVER MEAN?

- DOES NOT MEAN:
  - Ownership
  - Right to display the work
  - Right to create a derivative work

- DOES MEAN THAT THE APPROPRIATELY LICENSED USER CAN:
  - Destroy the work
  - Modify the work (but not create a derivative work)
  - Remove the work from display

WHAT ABOUT VISUAL ART THAT IS INSTALLED IN A BUILDING?

- 17 U.S.C. § 113(d) - separate waiver for visual art installed in buildings

- No VARA rights if:
  - The visual art "has been incorporated in or made part of a building in such a way that removing the work form the building will cause the destruction, distortion, mutilation, or other modification of the work"
  - The artist "consented to the installation of the work in the building . . . in a written instrument . . . signed by the owner of the building and the author and that specifies that the installation of the work may subject the work to destruction, distortion, mutilation, or other modification, by reason of its removal"

WHAT IF THE ART CAN BE REMOVED WITHOUT DAMAGE?

- May not need VARA waiver, but must take additional steps
  - Ensure that the work can be removed without destruction
  - Make a diligent, good faith attempt to notify the visual artist in writing that the art is going to be removed
  - Give the artist the option to remove the work or pay to have the work removed
  - Give the artist 90 days to respond to this request

- This approach may be useful for work installed in buildings where the building owner does not have a VARA waiver

General VARA Waiver for Works of Visual Art (MURAL)

I, _____(print name), "Artist," hereby acknowledge the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code, (The Visual Artists Rights Act of 1990, "VARA"), and any other rights of the same nature granted by other federal, state or foreign laws. Artist acknowledges that his/her work of art is a mural, which by its nature will be on the façade of a building subject to the rigors of Oklahoma weather. Artist further acknowledges that any mural created may be destroyed, either by weather or a necessity otherwise occasioned, which requires its removal from the building. Therefore, of his/her own free act, Artist hereby waives his/her VARA rights with respect to the uses specified below by ___the neighborhood or district association_____ and The City of Oklahoma City, or anyone duly authorized by The City of Oklahoma City, for the following work(s) of visual art:

MURAL ENTITLED:

MEDIUM:

SPECIFIED USES: Artistic enhancement of a structure in the _____neighborhood or district association_____.

Date: _____ Signature of Artist: _____

Source: https://www.okc.gov/home/showdocument?id=5289

Moral Rights. To the extent any copyrights are assigned under this Section [2/[NUMBER]], the Employee hereby irrevocably waives in favor of the Employer, to the extent permitted by applicable law, any and all claims the Employee may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply.

DO WE NEED A LICENSE TO PLAY MUSIC IN OUR BUILDINGS?

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DO WE NEED A LICENSE TO PLAY MUSIC IN OUR BUILDING?

- Music is protected by copyright; absent specific exception, commercial use of music requires a license

- Two copyrights at issue:
  - The copyright in a musical work (i.e., a composition), which protects a song's musical notes and any accompanying lyrics
  - The copyright in a sound recording, which protects the record artists' specific performance as embodied in the recording

- Every sound recording is protected by *two separate copyrights*

WHAT RIGHTS ARE IMPLICATED WHEN RECORDINGS ARE PLAYED?

- Copyright in a composition protects the rights of:
  - Reproduction
  - Creation of derivative works
  - Distribution
  - Public performance
  - Public display

- Copyright in a sound recording protects the rights of:
  - Reproduction
  - Creation of derivative works
  - Distribution
  - Digital public performance

WHAT RIGHTS ARE IMPLICATED WHEN RECORDINGS ARE PLAYED?

- Copyright in a composition protects the rights of:
  - **Reproduction** (e.g., when recording is copied, added to digital playlist, etc.)
  - Creation of derivative works
  - Distribution
  - **Public performance** (e.g., when music is played on a loudspeaker in a public place)
  - Public display

- Copyright in a sound recording protects the rights of:
  - **Reproduction** (e.g., when recording is copied, added to digital playlist, etc.)
  - Creation of derivative works
  - Distribution
  - Digital public performance

SO, WHO DO I GET A LICENSE FROM?

- For public performance of the composition:
  - American Society of Composers, Authors and Publishers (ASCAP)
  - Broadcast Media, Inc. (BMI)
  - SESAC, Inc. (now owned by The Harry Fox Agency)

- Virtually all songwriters and music publishers are affiliated with one of these performing rights organizations (PMOs)

- ASCAP and BMI are much larger than SESAC; control vast majority of songs and operate under court-supervised antitrust consent decrees

WHAT KIND OF LICENSE DO I NEED?

- PMOs grant “blanket licenses” to use any song in their catalog

- PMO blanket public performance license is needed for music to be played in physical, public venues, such as buildings, nightclubs, restaurants, bars, elevators, etc.

DO I NEED A LICENSE FROM THE RECORD LABEL FOR A PUBLIC PERFORMANCE OF A SOUND RECORDING?

- No! Congress does not recognize a public performance right in sound recordings.

WHAT ABOUT PLAYING MUSIC FROM THE RADIO OR TV?

- Section 110(5) of the Copyright Act exempts certain types of venues from needing a blanket public performance license from the PMOs if they:
  - Only play music provided by *over the air*, satellite, or cable radio or television
  - Must meet additional, very specific requirements
    - E.g., number and size of TVs

- Exception does not apply to *digital* public performances (such as performance over the internet or using an app like Spotify or Pandora)


QUESTIONS?
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Real Estate IP FAQ

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Jonathon is both a litigator and an intellectual property lawyer. As an IP lawyer, Jonathon works to protect and monetize his clients' innovations and brands across a variety of sectors, including the energy, real estate, and technology industries. As a litigator, Jonathon is at home in the court room, where he works hard to enforce his clients' intellectual property rights and resolve complex commercial disputes relating to design and construction, real estate, energy, and technology agreements.

Jonathon has degrees from Southern Methodist University in Applied Mathematics, Computer Science, and Viola Performance and J.D. from Washington and Lee University School of Law. He is a Certified Licensing Professional (CLP), and he served as a judicial clerk to the Honorable Jennifer Walker Elrod of the United States Court of Appeals for the Fifth Circuit.

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