

802.50
802.51
801.2

From: [REDACTED]
To: "mverne@ftc.gov" <mverne@ftc.gov>
Date: 3/6/02 11:12AM
Subject: Intellectual property

Hi - I have a transaction where pursuant to a License Development and Commercialization Agreement, Company A (a U.S. company) will transfer the following to Company B (a Japanese Company):

- 1. A Co-exclusive license, without the right to sublicense to a third party. The license rights granted are limited to the research, development and commercialization of licensed product(s) undertaken jointly by A and B.
- 2. An Exclusive license limited to a limited geographic area (Asia).

Questions:

- 1. Does the PNO view a co-exclusive license as an asset under these circumstances?
- 2. Because B is a foreign company and the exclusive license is limited to a foreign jurisdiction would that part of the transaction be exempt under 802.51?

I would be most grateful for your guidance. Thank you.

[REDACTED]

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[REDACTED]

cc: [REDACTED]

- 1) A CO-EXCLUSIVE LICENSE WHERE THE LICENSOR RETAINS RIGHTS TO THE IP. IS NOT CONSIDERED BY THE PNO TO BE AN EXCLUSIVE LICENSE.
- 2) AN EXCLUSIVE LICENSE FOR A GEOGRAPHIC AREA OUTSIDE ~~OF~~ OF THE U.S. IS CONSIDERED AN ASSET LOCATED OUTSIDE OF THE U.S. FOR PURPOSES OF 802.51(a) - (NOTE: SOON WILL BE 802.50.)

B. Michael Verne 3/6/02