



Mail Stop 24
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

March 10, 2023

Re: Reply to complaint of Rex-Hep Hasimi, dated 12/07/2022

To whom it may concern;

This letter is in response to the above referenced complaint filed by Mr. Rex-Hep Hasimi against Davison Design and Development, Inc. (Davison) on or about 12/07/2022. At the outset, it should be made clear that Mr. Hasimi has not engaged any services with, nor has he made any payments to, Davison. Customer concerns upset everyone and our staff works very hard to troubleshoot them so communication errors are kept to a minimum. In his statement, Mr. Hasimi raises a concern over the payment of fees and he requests the return of materials he had submitted. As will be detailed below, Mr. Hasimi was fully informed of all services and fees BEFORE he submitted his idea for a new product and Davison has no obligation to retain or return any submitted material.

On 07/18/2017, nearly six years ago, Mr. Hasimi contacted Davison about a new product idea through Davison's website. The system Davison utilizes for electronic submissions makes it impossible for a person to submit an idea without first having two separate disclosures displayed in a printable and savable format, and the person electronically acknowledging the disclosures. Mr. Hasimi acknowledged, via an electronic signature, that he received and read the two disclosure statements. It is important to note that the disclosures are made BEFORE the Client enters any service agreement or makes any payment to Davison. Among the disclosures is a listing the various services and related fees. Further, this information is freely available on Davison's website. To allege he was not provided this information is simply false.

After receiving and acknowledging the disclosures, Mr. Hasimi submitted his idea by entering a Confidentiality Agreement. The Agreement expressly states; "I [Mr. Hasimi] will not send Davison materials or prototypes that I want returned because Davison will not return any materials submitted to it by me concerning my idea." Despite his agreeing to this provision, Mr. Hasimi sent in materials that he now wants returned. It is not reasonable to require Davison to serve as a permanent repository of any item any person decides to send. That is the express reason the above language is part of the Confidentiality Agreement. Despite having no contractual obligation, Davison will attempt to locate his materials and, if it is located, will make arrangements for its return.

Sincerely,

David M. DeMay
Patent Counsel
Davison Design and Development, Inc.

Legal Department

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