

June 14, 2003

ISC Invention Submission Corporation
217 Ninth Street
Pittsburgh, PA 15222-3506

RE: Nick Alesandrelli

Client File No.: [REDACTED]

K & A File No.: [REDACTED]

Attention: Mr. Martin Berger, President

Dear Mr. Berger,

As per my previous phone conversations with Angelia Beauchamp, I am extremely unhappy with how your firm has handled my invention search. I signed up with your company with the understanding that you would perform a thorough search of all prior patented ideas similar to mine so I would know if mine was a patentable invention to pursue.

I originally signed on with your company on May 17, 2000 with Mark Torr, a Regional Representative of ISC in your San Diego office. Mark explained to me the steps your company would take during the 24 hour research to see whether or not there was a red, yellow or green light to proceed with marketing my invention.

On August 24, 2000, we reviewed the report and the blue book. Mark stated we had a green light and he thought my invention was a good idea so he advised me to proceed with the next steps. At that point we started contact with companies to begin marketing the idea. I gave him a \$1000.00 deposit and financed the balance of your fee with Universal Finance Company as was suggested by Mark.

Your patent search of my idea was reported to me on September 4, 2000, by your company according to your patent attorney's representative, Cheryl, from Kaardal & Associates. The following prior art patents were reported to me, none of which seemed close enough to prevent me from getting patent protection for my idea.

[REDACTED]

DOCUMENT REDACTED
Exemption 3, FOIA
5 USC 552(b)(3)

[REDACTED]

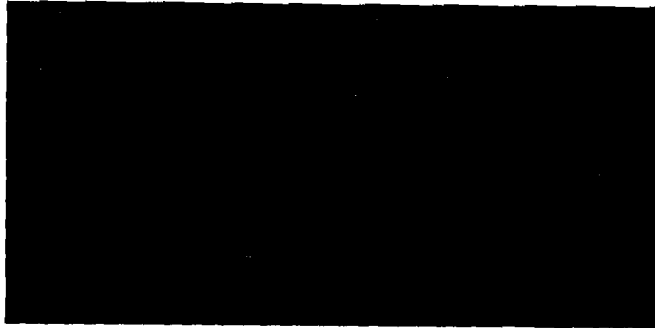
DOCUMENT REDACTED
Exemption 6, FOIA
5 USC 552(b)(6)

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A patent application was filed by Kaardal & Associates in the Patent and Trademark Office on September 14, 2001 and is currently pending.

In April of this year, I went to a local patent attorney here in [REDACTED] where I currently reside. He performed a preliminary informal patent search on my behalf and showed me several patents similar to my invention that were dated as far back as 1995. Much to my surprise, there were quite a few prior patented ideas out there at the time I signed on with your company as follows:



DOCUMENT REDACTED
Exemption 3, FOIA
5 USC 552(b)(3)

If I had known about this additional, much closer prior art, I would have never signed up with your company and spent the amount of money I did for an idea that was clearly un-patentable. When I came to you, I assumed your search would be thorough enough to show me that my idea was or was not unique and worthy of patenting and marketing.

My very serious concerns have now been born out in a first office action from the patent office regarding the patentability of my invention. This office action was dated May 16, 2003 and reported to me in a letter from Kaardal & Associates, P.C. on May 27, 2003. In the office action, all claims in the original application were rejected by the patent examiner. More importantly, the rejection was based, not upon prior art reported to me and presented in my patent application as prior art, but based upon prior art developed by the patent examiner during an independent search.

I prepared a table (attached) comparing the prior art reported to me by ISC, the prior art developed during the informal search conducted by a local patent attorney, and the prior art developed and applied by the patent examiner. None of the prior art reported by you in your search report was applied and only one of the references was even cited by the examiner as representing pertinent prior art. However, both of the primary references located by my local patent attorney were cited and applied, along with three other references, which were listed on the Notice of References Cited in the office action.

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I feel betrayed by you and your company and believed I am entitled to a total refund of all the money I have given your firm. You simply did not uphold your side of the agreement. Clearly, your company has been negligent in fulfilling your contract agreement with me. To this date, I have sent your company an initial deposit of \$1000.00 and, thereafter, \$11,749.71 in payments and finance fees and have received virtually nothing of value in return except worthless paper and broken promises.

I entered into this contract with your firm because I believed you were reputable and honest in your undertakings with your clients. I feel the whole process was handled unprofessionally and unethically; I was taken advantage of.

I demand a timely response to my letter and a full refund.

Sincerely,



Nick Alesandrelli

Cc: Ms Angelia Beauchamp
All San Diego and Pittsburgh Newspaper Editorials Departments
Better Business Bureaus (San Diego and Pittsburgh)
Local Chambers of Commerce (San Diego and Pittsburgh)
Kaardal & Associates, P.C.
South Dakota Bar Association
Commissioner/Assistant Commissioner for Patents
Mr. Mark Torr, ISC, San Diego Office