

To therefore, patents  
may be enforced  
through litigation,



**ASSIGN  
BUSTER**

To prove infringement, the patent owner must establish that the accused infringer practices all the requirements of at least one of the claims of the patent. (In many jurisdictions the scope of the patent may not be limited to what is literally stated in the claims, for example due to the “ doctrine of equivalents”). An important limitation on the ability of a patent owner to successfully assert the patent in civil litigation is the accused infringer’s right to challenge the validity of that patent.

Civil courts, hearing patent cases, can and often do declare patents not valid, A patent can be found invalid on grounds that are set out in the relevant patent legislation that vary between countries. Often, the grounds are a subset of requirements for patentability in the relevant country. Although an infringer is generally free to rely on any available ground of invalidity (such as a prior publication, for example), some countries have sanctions to prevent the same validity questions being relitigated. An example is the UK Certificate of contested validity.

Patent licensing agreements are contracts in which the patent owner (the licensor) agrees to forgo their right to sue the licensee for infringement of the licensor’s patent rights, usually in return for a royalty or other compensation. It is common for companies engaged in complex technical fields to enter into dozens of license agreements associated with the production of a single product. Moreover, it is equally common for competitors in such fields to license patents to each other under cross-licensing agreements in order to share the benefits of using each other’s patented inventions. Therefore, patents may be enforced through litigation, and a common defense is an invalidity challenge.

<https://assignbuster.com/to-therefore-patents-may-be-enforced-through-litigation/>

Patents may also be subject to licensing agreements. The vast majority of patents are however never litigated or even licensed. In most countries, both natural persons and corporate entities may apply for a patent. In the United States, however, only the inventor(s) may apply for a patent although it may be assigned to a corporate entity subsequently and inventors may be required to assign inventions to their employers under a contract of employment.

In most European countries, ownership of an invention may pass from the inventor to their employer by rule of law if the invention was made in the course of the inventor's normal or specifically assigned employment duties, where an invention might reasonably be expected to result from carrying out those duties, or if the inventor had a special obligation to further the interests of the employer's company. The inventors, their successors or their assignees become the proprietors of the patent when and if it is granted. If a patent is granted to more than one proprietor, the laws of the country in question and any agreement between the proprietors may affect the extent to which each proprietor can exploit the patent. For example, in some countries, each proprietor may freely license or assign their rights in the patent to another person while the law in other countries prohibits such actions without the permission of the other proprietor(s). The ability to assign ownership rights increases the liquidity of as property. Inventors can obtain patents and then sell them to parties. The third parties then own the patents and have the same to prevent others from exploiting the claimed inventions, as if they originally made the inventions themselves.