

**UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE DIRECTOR OF THE
UNITED STATES PATENT AND TRADEMARK OFFICE**

In the Matter of)	
)	
Yiheng Lou,)	Proceeding No. D2021-04
)	
Respondent)	
_____)	

FINAL ORDER

The Director of the Office of Enrollment and Discipline (“OED Director”) for the United States Patent and Trademark Office (“USPTO” or “Office”) and Yiheng Lou (“Respondent”), have submitted a Proposed Settlement Agreement (“Agreement”) to the Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office (“USPTO Director”) for approval.

The Agreement, which resolves all disciplinary action by the USPTO arising from the stipulated facts set forth below, is hereby approved. This Final Order sets forth the parties’ stipulated facts, legal conclusion, and sanctions.

Jurisdiction

1. At all times relevant hereto, Respondent, of Beijing, China, has been a trademark attorney who is subject to the USPTO Rules of Professional Conduct, which are set forth at 37 C.F.R. §§ 11.101 through 11.901.
2. The USPTO Director has jurisdiction over this matter pursuant to 35 U.S.C. §§ 2(b)(2)(D) and 32 and 37 C.F.R. §§ 11.19, 11.20, and 11.26.

Joint Stipulated Facts

3. USPTO trademark signature rules require that all signatures be personally entered by the named signatory and that a person electronically signing a document must personally enter any combination of letters, numbers, spaces, and/or punctuation marks that he or she has adopted as a signature, placed between two forward slash (“/”) symbols in the signature block on the electronic submission. See 37 C.F.R. §§ 2.193(a) and (c) and 37 C.F.R. § 11.18(a).
4. At all relevant times, the following unequivocal published guidance from the USPTO identified the proscription against any person other than the named signatory signing electronically trademark documents filed with the USPTO:

All documents must be personally signed. 37 C.F.R. §§ 2.193(a)(1), (c)(1), 11.18(a). The person(s) identified as the signatory must manually enter the

elements of the electronic signature. Another person (e.g., paralegal, legal assistant, or secretary) may not sign the name of a qualified practitioner or other authorized signatory. See *In re Dermahose Inc.*, 82 USPQ2d 1793 (TTAB 2007); *In re Cowan*, 18 USPQ2d 1407 (Comm'r Pats. 1990). Just as signing the name of another person on paper does not serve as the signature of the person whose name is written, typing the electronic signature of another person is not a valid signature by that person.

Trademark Manual of Examining Procedure § 611.01(c).

5. Respondent, Yiheng Lou, has also represented his name to be "Roy Lou". Respondent was admitted to practice law in New York in 2014 and is currently an active member in good standing.

6. At all relevant times, Respondent was located in Beijing, China, and was an attorney with Mainleaf Law Group PLLC ("Mainleaf").

7. Respondent had a business relationship with Shenzhen Dingji Intellectual Property Company ("Dingji"), a company located in Guangdong Province, Shenzhen City, Longhua District, China, that services merchants based in China for their domestic and global intellectual property applications. Dingji hired Respondent to review U.S. trademark application materials on behalf of Dingji's customers (hereinafter, "Dingji Trademark Applicants").

8. On or about December 9, 2019, Dingji and Mainleaf executed a service agreement that set forth a tiered compensation arrangement based on the number of trademark application materials that Respondent reviewed. The service agreement called for Dingji to pay \$40.00 per application for Respondent to review 30 applications or fewer per month, \$30.00 per application for Respondent to review 31 to 100 applications per month, and \$20.00 per application for Respondent to review more than 100 applications per month.

9. Dingji paid Respondent \$20.00 per application each month because he routinely exceeded the 100 application threshold. Over the course of Respondent's relationship with Dingji, he received compensation for review of up to 500 trademark applications per month and received up to \$10,000.00 per month from Dingji.

10. Respondent has been listed as the attorney of record on thousands of trademark applications filed with the USPTO. As of October 12, 2020, all of Respondent's trademark clients were Dingji Trademark Applicants.

11. Respondent knowingly and intentionally caused thousands of trademark application documents to be prepared, signed, and filed with the USPTO on behalf of the Dingji Trademark Applicants. Respondent knowingly and intentionally became attorney of record for thousands of Dingji Trademark Applicants at the USPTO.

12. The Dingji Trademark Applicants did not retain Respondent directly. Respondent did not have engagement agreements with any of these applicants, and he did not know how much Dingji charged them for trademark application preparation and filing services.

13. Respondent did not have direct contact with the Dingji Trademark Applicants on whose behalf he became attorney of record at the USPTO. Instead, only Dingji communicated with the Dingji Trademark Applicants about the legal services that Respondent provided for them.

14. Respondent did not communicate with the Dingji Trademark Applicants about fees. Respondent did not communicate to the Dingji Trademark Applicants the material risks of, and reasonably available alternatives to, having Dingji pay Respondent for legal services performed on the Dingji Trademark Applicants' behalf.

15. Respondent did not directly advise or discuss with the Dingji Trademark Applicants important issues regarding their trademark applications, such as what constitutes a proper specimen and the difference between Section 1(a) and Section 1(b) trademark applications, nor did Respondent provide them with any other substantive legal advice about their trademark applications.

16. Respondent specifically identified "[REDACTED]" of Dingji as a person who communicated with the Dingji Trademark Applicants and prepared the trademark application materials. At all relevant times, [REDACTED] was not an attorney or lawyer. [REDACTED] was not an active member in good standing of the bar of the highest court of any State. [REDACTED] was not authorized to practice before the Office or to represent others before the Office in trademark matters.

17. Respondent authorized [REDACTED] to provide the Dingji Trademark Applicants with important legal information regarding their trademark applications and to prepare their trademark application materials. [REDACTED] communicated with the Dingji Trademark Applicants regarding substantive matters pertaining to their trademark applications and prepared their trademark application materials.

18. Respondent has represented that he exercised direct and personal supervision and oversight over the substance of [REDACTED] communications with the Dingji Trademark Applicants, and that he made himself available to respond to client inquiries communicated via Dingji.

19. Respondent retained final authority regarding whether Dingji filed a trademark application subject to his review. Respondent exercised such authority and authorized [REDACTED] to file U.S. trademark applications for the Dingji Trademark Applicants, with Respondent being the named attorney of record in those applications.

20. Respondent has represented that he adequately reviewed and personally approved the Dingji Trademark Applicants' trademark applications prior to the filing of those applications with the USPTO.

21. Respondent knew that [REDACTED] (a) was communicating with the Dingji Trademark Applicants and preparing their trademark application materials to be filed with the USPTO; and (b) was not an attorney or lawyer in good standing of the bar of the highest court of any State, nor otherwise authorized to practice before the Office or to represent others before the Office in trademark matters.

22. Trademark applications in which Respondent is the attorney of record and named signatory contain declarations that are signed under penalty of perjury, with false statements being subject to punishment under 18 U.S.C. § 1001. Signatories to declarations in trademark applications make specific representations regarding applicants' use of the mark in commerce and/or their intent to use the mark in commerce.

23. The USPTO relies on declarations signed under penalty of perjury in trademark applications in the course of examining trademark applications and issuing registrations. Respondent knew that the USPTO relies on the information contained in trademark applications in the course of examining trademark applications and issuing registrations.

24. Respondent did not personally enter his electronic signature on the trademark applications or attendant declarations listing him as signatory and attorney of record for the Dingji Trademark Applicants. Instead, Respondent gave [REDACTED] authorization to enter Respondent's name in electronic signature fields on the Dingji Trademark Applicants' trademark applications and attendant declarations filed with the USPTO, when application materials are approved by Respondent. Respondent also instructed [REDACTED] to enter Respondent's signature on trademark applications and attendant declarations listing Respondent as the signatory and attorney of record for the Dingji Trademark Applicants

25. Respondent did not directly inform the Dingji Trademark Applicants of the impermissibly signed trademark application documents. Respondent did not directly communicate with the Dingji Trademark Applicants about the potential or actual adverse consequences to their intellectual property rights occasioned by the impermissible signatures in their trademark applications.

26. Respondent has represented that after the Office of Enrollment and Discipline contacted him regarding the impermissible signature issue, he sent a letter to Dingji with specific instructions to communicate with the Trademark Applicants about the impermissibly signed trademark application documents and explain the potential adverse consequences to their intellectual property rights occasioned by the impermissible signatures.

27. In October 2020, Respondent claimed in correspondence to the Office of Enrollment and Discipline ("OED") that he had been unaware of the USPTO trademark signature requirements while practicing trademark law before the Office.

28. In the improperly signed trademark applications and attendant declarations filed with the USPTO identifying Respondent as the purported signatory and attorney, [REDACTED] or another Dingji employee included a Dingji email address as the email address to be used for USPTO correspondence pertaining to the applications. That email address was controlled and utilized exclusively by a Dingji employee. Respondent knew that the Dingji email address was being provided to the USPTO for correspondence in the trademark applications.

29. Respondent did not monitor or adequately monitor the Dingji email address that was included in the trademark applications. Respondent did not adequately monitor the status of the trademark applications for which he was attorney of record. Instead, Respondent relied on Dingji

to provide him relevant updates regarding USPTO correspondence issued in the trademark applications.

30. Irrespective of whether Respondent and the Dingji Trademark Applicants communicated directly or via an intermediary, Respondent established an attorney-client relationship with each of the Dingji Trademark Applicants on whose behalf he entered an appearance at the USPTO.

31. Respondent did not conduct any conflicts checks with respect to his work for the different Dingji Trademark Applicants.

32. Respondent did not inform the USPTO's Office of Trademark Operations of the impermissibly signed trademark applications and attendant declarations.

33. Respondent has represented that he did not understand adequately the USPTO trademark signature requirements of 37 C.F.R. § 2.193 or the guidance set forth in TMEP § 611.01(c) until around October 2020, and that he changed his practice to ensure that he thereafter personally signed each prospective trademark document filed with the USPTO bearing his signature.

Additional Considerations

34. Respondent has never been the subject of professional discipline by the USPTO, any court, or any state bar.

35. Respondent has shown contrition for and understanding of the seriousness of the violations of the USPTO Rules of Professional Conduct stipulated to herein, and he acknowledges the potential adverse impact on his clients' intellectual property rights from the trademark filings that were made in violation of the USPTO's signature regulations.

36. Respondent has stated that he changed his signature practice upon learning about the applicable trademark signature rules in October 2020, and represents that he thereafter personally entered his signature on all trademark filings wherein he became the attorney of record.

37. Acknowledging that he personally has a duty to take remedial steps, Respondent has expressed a willingness to take corrective action by (a) directly contacting his clients, including each of the Dingji Trademark Applicants on whose behalf he has been attorney of record at the USPTO, to inform them about the impermissible signatures and to advise them as to the actual or potential adverse consequences of not complying with the USPTO trademark signature rules, including whether the electronic signing of a document, including a declaration, by one other than the named signatory jeopardizes the intellectual property rights of the clients, and by (b) contacting the USPTO's Office of Trademark Operations regarding each of the filings that was made in violation of the USPTO signature regulations.

38. Respondent has agreed to cooperate with all present and future OED investigations and proceedings pertaining to him, Mainleaf, or any attorneys who work (or have worked) for

Dingji to the extent he is able, given that he resides in China. If unable to appear in person, Respondent agrees to provide evidence or testimony remotely.

Joint Legal Conclusions

39. Respondent acknowledges that, based on the information contained in the joint stipulated facts, above, his conduct violated the following provisions of the USPTO Rules of Professional Conduct:

- a. 37 C.F.R. § 11.101 (practitioner shall provide competent representation) by not ensuring that he knew and understood the USPTO trademark signature rules, which resulted in violations of those signature rules in the course of representing trademark clients;
- b. 37 C.F.R. § 11.103 (practitioner shall act with reasonable diligence and promptness in representing a client) by failing to take reasonable steps to ensure that his clients' trademark filings were signed in accordance with the USPTO trademark signature rules;
- c. 37 C.F.R. §§ 11.104(a) and (b) (communications with client) by not informing his clients as to the actual or potential adverse consequences of not complying with the USPTO trademark signature rules, including whether the electronic signing of a document, including a declaration, by one other than the named signatory jeopardizes the intellectual property rights of the clients, so that the clients could make informed decisions about their trademark applications and/or issued registrations;
- d. 37 C.F.R. § 11.108(f) (conflict of interest) by failing to communicate to clients referred to him by Dingji adequate information and explanation about the material risks of, and reasonably available alternatives to, Dingji paying Respondent for trademark application services performed on behalf of the clients;
- e. 37 C.F.R. §§ 11.303(a)(1), (a)(3), (b), and (d) (candor toward the USPTO) by knowingly authorizing and instructing Dingji or [REDACTED] to sign Respondent's name on trademark documents, including declarations, filed with the USPTO;
- f. 37 C.F.R. § 11.503(b) (responsibilities regarding non-practitioner assistance) by authorizing Dingji or [REDACTED] to sign Respondent's name to trademark documents filed with the USPTO;
- g. 37 C.F.R. § 11.505 (assisting unauthorized practice of law) by authorizing Dingji or [REDACTED] to sign Respondent's name to trademark documents filed with the USPTO;

and

h. 37 C.F.R. § 11.804(d) (conduct prejudicial to the administration of justice) by authorizing Dingji or [REDACTED] to sign Respondent's name on trademark documents filed with the USPTO, including declarations, where Respondent was the named signatory on the document and the attorney of record for the trademark applicant, with the knowledge that the USPTO would rely on such trademark documents in examining applications and issuing registrations, and by assisting another (i.e., Dingji or [REDACTED]) to engage in the unauthorized practice of trademark law before the USPTO

Agreed-Upon Sanction

40. Respondent freely and voluntarily agrees, and it is hereby ORDERED that:

a. Respondent shall be, and hereby is, suspended from practice before the USPTO for a period of three (3) months commencing on the date of this Final Order;

b. Respondent shall comply with 37 C.F.R. §§ 11.58 and 11.60;

c. Within three months of the date of this Final Order, Respondent shall provide to the OED Director a sworn affidavit or verified declaration attesting, and supporting documentary evidence demonstrating, that (1) for all clients for whom Respondent has been attorney of record at the USPTO and whose trademark filings included impermissible signatures, Respondent has personally apprised them about the impermissible signature issue and personally advised them of the potential consequences to their intellectual property rights, (2) Respondent has informed the USPTO's Office of Trademark Operations of all impermissible signatures in filings for which he has been attorney of record, and (3) Respondent's stated method and practice of signing trademark filings at all times since October 2020 has been effective to ensure compliance with the trademark signature rules;

d. Within 30 days of the date of this Final Order, Respondent shall (1) provide all other practitioner owners, practitioner members, and practitioner employees of all offices of Mainleaf Law Group, PLLC a copy of the Final Order, and (2) submit to the OED Director a sworn affidavit or verified declaration attesting that he has done so;

e. Respondent shall serve a 21 month probationary period commencing on the date of his reinstatement to practice before the Office;

f. Before the conclusion of the probationary period, Respondent shall provide to the OED Director a sworn affidavit or verified declaration attesting, and

evidence demonstrating, that Respondent has successfully completed six (6) hours of continuing legal education on ethics/professional responsibility;

g. Before the conclusion of the probationary period, Respondent shall provide to the OED Director a sworn affidavit or verified declaration attesting that Respondent has reviewed thoroughly (1) all provisions of the Trademark Manual of Examining Procedure (TMEP), including, but not limited to, the provisions the USPTO's signature requirements, (2) 37 C.F.R. § 2.11, and (3) the commentary on the *Requirement of U.S. Licensed Attorney for Foreign Trademark Applicants and Registrants*, found at 84 FR 31498-01;

h. (1) If the OED Director is of the opinion that Respondent, during his suspension or probationary period, failed to comply with any provision of the USPTO Rules of Professional Conduct, 37 C.F.R. §§ 11.58 and 11.60, or any of the above requirements or conditions of probation identified in items c. through g., the OED Director shall:

(A) issue to Respondent an Order to Show Cause why the USPTO Director should not enter an order immediately suspending the Respondent for the balance of the probationary period or an additional nine (9) months, whichever is longer, for the violations set forth in the Joint Legal Conclusions, above;

(B) send the Order to Show Cause to Respondent at the last address of record Respondent furnished to the OED Director;

(C) grant Respondent fifteen (15) days to respond to the Order to Show Cause; and

(2) in the event that after the 15-day period for response and consideration of the response, if any, received from Respondent, the OED Director continues to be of the opinion that Respondent, during Respondent's suspension or probationary period, failed to comply with the USPTO Rules of Professional Conduct, 37 C.F.R. §§ 11.58 and 11.60, or any of the above requirements or conditions of probation identified in items c. through g. above, the OED Director shall:

(A) deliver to the USPTO Director: (i) the Order to Show Cause; (ii) Respondent's response to the Order to Show Cause, if any; and (iii) argument and evidence supporting the OED Director's position; and

(B) request that the USPTO Director enter an order immediately suspending Respondent for the balance of the probationary period or an additional nine (9) months, whichever is longer, for the violations set forth in the Joint Legal Conclusions above;

- i. Nothing herein shall prevent the OED Director from seeking discrete discipline for any misconduct that formed the basis for an Order to Show Cause issued pursuant to the preceding subparagraph;
- j. In the event the Respondent seeks a review of any action taken pursuant to subparagraph h., above, such review shall not operate to postpone or otherwise hold in abeyance the suspension;
- k. Respondent is granted limited recognition to practice before the Office beginning on the date this Final Order is signed, and expiring sixty (60) days after the date this Final Order is signed, with such limited recognition being granted for the sole purpose of facilitating Respondent's compliance with 37 C.F.R. §§ 11.58(b) and 11.303;
- l. The OED Director shall electronically publish the Final Order at the OED'S electronic FOIA Reading Room, which is publicly accessible through the Office's website at: <https://foiadocuments.uspto.gov/oed/>;
- m. The OED Director shall publish a notice in the *Official Gazette* that is materially consistent with the following:

Notice of Suspension and Probation

This notice concerns Mr. Yiheng Lou, also known as Roy Lou, a trademark attorney licensed in the state of New York, who resides in Beijing, China. Mr. Lou is hereby suspended from practice before the Office for three (3) months and placed on probation for 21 months immediately following any reinstatement to practice for violating 37 C.F.R. §§ 11.101, 11.103, 11.104, 11.108(f); 11.303(a)(1), (a)(3), (b) and (d); 11.503(b), 11.505, and 11.804(d).

These violations are predicated on Mr. Lou authorizing and instructing non-practitioners to sign his name to numerous USPTO trademark filings including declarations, made on behalf of foreign clients in violation of the USPTO trademark electronic signature regulations and guidance in trademark matters where Mr. Lou was the attorney of record.

Mr. Lou was a trademark attorney and an owner-member of the law firm Mainleaf Law Group PLLC. In December 2019, Mr. Lou formed a business relationship with Shenzhen Dingji Intellectual Property Company, a company located in Guangdong Province, Shenzhen City, Longhua District, China, entering a contract that provided for Mr. Lou to, *inter alia*, receive payment from Shenzhen Dingji Intellectual Property Company to handle trademark applications on behalf of Shenzhen Dingji Intellectual Property Company's customers. Under the

supervision of Mr. Lou, Shenzhen Dingji Intellectual Property Company interacted with the trademark applicant clients, advised them, and prepared the trademark application materials, which listed a Shenzhen Dingji Intellectual Property Company e-mail as the point of contact. Mr. Lou did not communicate directly with the clients, and he authorized and instructed Shenzhen Dingji Intellectual Property Company to insert his name electronically into the signature lines of the applications, including for declarations, upon approving application materials. Shenzhen Dingji Intellectual Property Company electronically entered Mr. Lou's name in the signature blocks and filed the impermissibly signed trademark documents with the USPTO with Mr. Lou's knowledge and approval. Mr. Lou represents that he did not understand adequately the USPTO trademark signature requirements of 37 C.F.R. § 2.193 or the guidance set forth in TMEP § 611.01(c) until around October 2020, and that he changed his practice to ensure that he thereafter personally signed each prospective trademark document filed with the USPTO bearing his signature. After gaining an understanding of the impermissible signature practice, Mr. Lou did not promptly notify the trademark applicant clients about the impermissibly signed trademark filings or the legal status of their pending applications and issued (or renewed) registrations in light of the impermissible signature practice.

Mr. Lou has acknowledged his ethical lapses, demonstrated genuine contrition, and accepted responsibility for his conduct. He has represented that he will contact each of his clients and the USPTO's Office of Trademark Operations regarding the impermissible signatures. Ms. Lou has agreed to cooperate with OED in any current or future investigations of himself, Mainleaf Law Group PLLC, and any practitioners who provide legal services for or through Shenzhen Dingji Intellectual Property Company.

USPTO trademark signature regulations require that a proper person sign a trademark document and that the person named as the signatory on the document be the one who enters his or her electronic signature on the document (*i.e.*, personally enter the combination of letters, numbers, spaces and/or punctuation marks that he or she has adopted as a signature, placed between two forward slash (“/”) symbols in the signature block on the electronic submission). *See* 37 C.F.R. § 2.193(a)(2), (c) and (e).

The USPTO Trademark Manual of Examining Procedure (“TMEP”) provides straightforward guidance regarding the USPTO trademark electronic signature regulations:

All documents must be personally signed. 37 C.F.R. §§ 2.193(a)(1), (c)(1), 11.18(a).

The person(s) identified as the signatory must manually enter the elements of the electronic signature.

Another person (*e.g.*, paralegal, legal assistant, or secretary) may not sign the name of a qualified practitioner or other authorized signatory.

Just as signing the name of another person on paper does not serve as the signature of the person whose name is written, typing the electronic signature of another person is not a valid signature by that person.

See TMEP § 611.01(c) (case citations omitted) (line spacing added).

Practitioners may delegate tasks to non-practitioner paraprofessionals and other non-practitioner assistants. But where a task is so delegated, the practitioner must adequately supervise the non-practitioner, including giving appropriate instruction and monitoring the non-practitioners' activities. As in this matter, a practitioner may be disciplined for failing to take reasonable steps to supervise their paraprofessionals and other non-practitioner assistants. A practitioner must ensure that the conduct of such non-practitioner assistants is compatible with the professional obligations of the practitioner. *See* 37 C.F.R. § 11.503(b).

A practitioner shall provide competent representation to clients, act with reasonable diligence and promptness, reasonably consult with clients about the means by which the clients' objectives are to be accomplished, keep clients reasonably informed about the status of their matters, and explain matters to the extent reasonably necessary to permit the clients to make informed decisions regarding the representation. *See* 37 C.F.R. §§ 11.101, 11.103, and 11.104. A practitioner shall not accept compensation for representing a client from one other than the client unless, *inter alia*, the client gives informed consent and there is no interference with the practitioner's independence or professional judgment or with the client-practitioner relationship. *See* 37 C.F.R. § 11.108(f). A practitioner shall not assist another to practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction. *See* 37 C.F.R. § 11.505.

Practitioners who represent trademark applicants before the USPTO "shall not knowingly . . . [m]ake a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the practitioner," which includes, *e.g.*, a declaration not signed by the named signatory. 37 C.F.R. § 11.303(a)(1). "If a practitioner . . . has offered material evidence and the practitioner comes to know of its falsity, the practitioner shall take reasonable remedial measures, including, if necessary, disclosure to the [USPTO]." 37 C.F.R. § 11.303(a)(3). Practitioners also have the obligation to disclose to the USPTO that a person is engaging in or has engaged in fraudulent conduct relating to the examination of the practitioner's client's trademark application or renewal of registration and to take reasonable remedial measures. *See generally* 37 C.F.R. § 11.303(b). Compliance with § 11.303(a)(1), (a)(3), and

(b) is required even if compliance requires disclosure of information or evidence otherwise protected by 37 C.F.R. § 11.106. *See generally* 37 C.F.R. § 11.303(d). Similar ethical obligations are found in 37 C.F.R. § 11.401.

Practitioners who represent trademark applicants before the USPTO have an ethical obligation to the USPTO not to engage in conduct prejudicial to the administration of justice and not to engage in conduct involving misrepresentation. *See generally* 37 C.F.R. § 11.804(c) and (d). Accordingly, practitioners who represent trademark applicants before the USPTO are reasonably expected not to file, or allow to be filed, trademark applications and declarations that are not signed by the named signatory. Trademark filings bearing signatures and declarations — such as a TEAS Plus Application, a Trademark/Service Mark Statement of Use pursuant to 15 U.S.C. § 1051(d) and a Combined Declaration of Use and Incontestability Under Sections 8 and 15 — are relied upon by the USPTO when examining trademark applications, registering marks, and renewing registrations. When such filings are impermissibly signed and filed with the USPTO, the integrity of the federal trademark registration process is adversely affected. If signed by a person determined to be an unauthorized signatory, a resulting registration may be invalid.

This action is the result of a settlement agreement between Mr. Lou and the OED Director pursuant to the provisions of 35 U.S.C. §§ 2(b)(2)(D) and 32 and 37 C.F.R. §§ 11.19, 11.20, and 11.26. Disciplinary decisions involving practitioners are posted for public reading at the Office of Enrollment and Discipline Reading Room accessible at: <https://foiadocuments.uspto.gov/oed>

- n. Nothing in the Agreement or this Final Order shall prevent the Office from considering the record of this disciplinary proceeding, including the Final Order: (1) when addressing any further complaint or evidence of the same or similar misconduct concerning Respondent brought to the attention of the Office; (2) in any future disciplinary proceeding against Respondent (i) as an aggravating factor to be taken into consideration in determining any discipline to be imposed, and/or (ii) to rebut any statement or representation by or on Respondent's behalf; and/or (3) in connection with any request for reconsideration submitted by Respondent pursuant to 37 C.F.R. § 11.60;
- o. Respondent shall fully comply with 37 C.F.R. § 11.60 upon any request for reinstatement to practice before the Office;
- p. Respondent has agreed to waive all rights to seek reconsideration of the Final Order under 37 C.F.R. § 11.56, waives the right to have the Final Order reviewed under 37 C.F.R. § 11.57, and waives the right otherwise to appeal or challenge the Final Order in any manner; and

- q. The parties shall bear their own costs incurred to date and in carrying out the terms of the Agreement and this Final Order.

Date: _____

Users,
Berdan, David

Digitally signed by Users,
Berdan, David

Date: 2021.05.12 15:12:31
-04'00'

David Berdan
General Counsel
United States Patent and Trademark Office

on delegated authority by

Andrew Hirshfeld
Performing the Functions and Duties of the
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office

cc:

William R. Covey
OED Director, USPTO

Yiheng Lou
Respondent