

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

DOCUMENT REDACTED,
Exemption 6, 5 USC Sec. 552(b)(6)
USPTO FOIA 05-123

August 14, 2003

Dear Director,

I was unable to down load the required forms used to register a complaint against invention promoter/promotion firm. I understand use of the form is not mandatory to register complaints, therefore, the following is submitted.

1. The name and address of the person making the complaint is Richard L. Bitzer, [REDACTED] (Phone [REDACTED], E-mail [REDACTED])
2. The names and address of the invention promoter/promotion firm is Scott A. Norman, President - Millennium Marketing Group, Ltd. 11235 Mastin Suite 202, Overland Park, KS 66210-2930.
3. The name of the customer of the invention promoter/promotion firm is PutterAssistanceRags (PAR), Richard L. Bitzer, Owner.
4. An explanation of the invention promotion services offered or performed: Millennium Marketing was the Exclusive Marketing Consultant for the purpose of marketing and licensing PutterAssistanceRags (PAR), Patent No. D453.294 S. To fulfill this obligation, Millennium will:
 - a. Use its best efforts to promote PAR by using a data base of qualified Licensees that are commensurate with the potential for the product. Communicate with potential Licensees and negotiate the most favorable licensee terms for the client.
 - b. Keep the client informed on the progress of the marketing efforts and provide a written report of this progress on a quarterly basis.
 - c. Prepare a comprehensive Product Prospectus that is written exclusively for PAR.
 - d. Produce a media kit designed exclusively for PAR containing the Product Prospectus and financial Pro Forma to be used in presentations with each potential licensee.
 - e. Develop a web page for PAR and provide World Wide Internet presence for a period of one year.

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- f. Represent PAR at applicable trade shows.
5. The name of the mass media used to advertise the invention promoter's services. I am unaware of any mass media used by the promoter to advertise its services. All the information obtained about Millennium was unsolicited through the United States Postal Service which I received after my patent was granted.
6. An explanation of the relationship between myself and the invention promotion services follows.

On May 8, 2002, I flew from my home in Washington State to Overland Park, Kansas to sign a contract with Millennium Marketing.

On July 26, 2002, I received the first draft of my prospectus from Millennium. I called Millennium to express disappointment with the product. In addition to miscalculating the cost to produce PAR and other erroneous information, of particular annoyance was the distasteful picture of PAR exhibited on a person wearing jeans. I was assured that the errors would be corrected and a new picture would be used showing PAR exhibited on more appropriate golf attire. I was told that PAR would be exhibited at trade shows in the near future. On August 13, 2003, I received the revised prospectus with an accompanying letter stating that a web site was being built, and perspective licensees were being contacted.

On August 8, 2002, I was informed the web site for PAR was www.patentbase.com. Between this date and December 4, 2002, I visited the web site on several occasions only to find that PAR was not included. On December 19, 2002, I received a letter labeled STATUS REPORT advising me that the web site was operational and that the delay was caused by technical problems. (This was the first status report since May 8, 2002. Additionally, the "status report" did not mention any progress on contacting prospective licensees). I visited the web site and found the picture exhibiting PAR in jeans that I had rejected earlier. I was outraged. I immediately sent an E-mail expressing my concern. The disgraceful picture displayed on the web site remains there today.

On December 23, 2002, I received a letter that said 49 potential licensees had been contacted. I subsequently requested, on four occasions, copies of the introduction letters and finally received the January 5, 2003 dated letters on March 25, 2003. I had been told that potential licensees had been contacted in an August 13, 2002 letter and again in a December 23, 2002 letter.

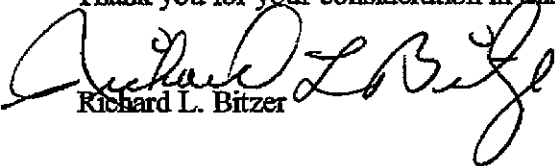
On March 29, 2003, I received a "status report" stating that I would find responses received from the "carefully selected manufacturers" if they had indeed responded. The letter contained one attachment from the Acushnet Company dated January 24, 2003.

On April 25, 2003, I was notified that my product was shown to various companies at the Technology Transfer Conference and Expo which was held in conjunction with the National Manufacturing Week in Chicago and that a copy of the prospectus was sent to those interested parties. I immediately sent Millennium a letter requesting the names of companies contacted during these events. Receiving no reply, I followed up on May 9, 2003. On May 12, 2002 I received E-mail from Millennium saying that at the above subject conference they (Millennium) spoke to Kimberly Clark, (manufactures of shop towels) and Atlantic Industrial Supply (manufactures for hospitals, machines shops, painters, etc.). PAR IS A GOLF PRODUCT.. No mention of other companies nor of prospectus being sent to these companies. The following month, I was advised that my contract expired and suggested I engage in a continuing contract. I responded in the negative.

In summary, my complaint is based upon (1) Millennium's lack of and/or untimely status reports; (2) failure to respond to correspondence; (3) advertising on a web site the disgusting picture of my product that I had earlier insisted be replaced; (4) failure to provide evidence that my product was exhibited at trade shows; and (5) failure to provide evidence that shows median packages being sent to "various" interested parties.

Finally, Millennium did not include the mandatory information disclosure from invention promoters/promotion firms required by the American Inventors Protection Act of 1999. The reason I did not insist that it be included in the contract is that I was not aware of the Act. Millennium should have been.

Thank you for your consideration in this matter.


Richard L. Bitzer