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The authors assess the array of new modes that have evolved for making money from patents.

Monetization of a Firm's Patent Rights: A Lawyer's Perspective

BY JOSEPH M. CASINO AND MICHAEL J. KASDAN

I. Introduction

"Monetization" of patents—i.e., making money from a patent or patent portfolio—has evolved from a model that relied solely on traditional direct licensing to include a diverse and exciting array of new modes that can be used to potentially profit from patent assets.

Each patent monetization mode has certain advantages and disadvantages. Determining which of these modes may be appropriate for a particular circumstance or transaction requires an evaluation of business considerations, legal considerations, and other considerations that cut across the legal and business realms.

In this article we consider many of these new modes, mostly from a lawyer's perspective, and we present our thinking as to whether, how, and when different modes might work to achieve particular monetization goals. While we have kept the key business issues in mind, other considerations may come into play in evaluating a particular mode, including the timing of expenses and revenues, corporate policy considerations, and the norms in particular fields, which are beyond the scope of this article.

Joseph M. Casino and Michael J. Kasdan are partners at Amster, Rothstein & Ebenstein, New York, where they specialize in all aspects of intellectual property law, with an emphasis on patent litigation, licensing, portfolio development, and strategic counseling. They may be reached at jcasino@arelaw.com and mkasdan@arelaw.com. The views expressed by the authors in this article are their personal views.

II. Factors We Considered

It is helpful to consider certain factors in analyzing the particular advantages and disadvantages of the various available modes of monetizing your patent portfolio. The following key factors should potentially be considered for each mode.

Return on Investment—As with any investment strategy, the ultimate return on investment (ROI) is a critical factor for a given monetization mode. ROI considers what revenue will be generated by a particular mode of monetization based on the investment of time, money and resources to achieve that payout. This may be as simple as looking at the revenue royalty payments generated from a patent license as compared to the costs of obtaining the patents and negotiating and maintaining the license.

Depending upon how the mode of monetization impacts the firm's revenue, and the costs associated with realizing that revenue, determining ROI may be more complex. ROI may also be guaranteed (perhaps for a lower amount, e.g., $2 million today to assign the patent) or variable (perhaps 50 percent of a recovery obtained by someone else enforcing the patent), or some combination thereof. Typically, a guaranteed return may result in a smaller upside but a lower downside, and vice versa for a variable return.

Timing—Obtaining returns cannot be measured in a void. The timing of the return on investment can impact the desirability of selecting a particular monetization mode. For example, some modes may provide immediate returns, but perhaps at a lower overall ROI. Other modes may take longer, e.g., several years or even a decade, to obtain a return, but perhaps at a substantially higher ROI. The timing of returns varies greatly across the various monetization modes.

Risks—As with any business venture, there are risks associated with any action. Monetization of patents is no exception. For example, one risk that may exist for companies that make or sell products or offer services, is the risk of another party asserting counter-patents against it. Another risk may be that the particular mode of monetization that is selected, may lead to antitrust, business tort, or other types of allegations, even for nonpracticing entities.

Internal and external costs—Each mode has associated costs. These costs can be internal, such as use of in-house counsel or technical staff, or external, such as use of outside counsel, third party agents, or reverse engineering laboratories.

Costs can also arise through a diversion of internal resources from doing other profitable activities of the organization. Even when an anticipated ROI may be desirable, and the timing of obtaining an ROI acceptable, the anticipated internal and external costs can impact the desirability of a particular mode of monetization.

Internal and external expertise—Some monetization modes require a high degree of internal expertise. Costs can be impacted by whether an organization has the requisite expertise in-house without having to use external sources.

Control of settlement and contract terms—This factor warrants some additional explanation. In most one-way licenses or cross licenses, the contracting parties give considerable thought to what rights will be provided to the opposing party. These rights may be limited due to monetary issues, business considerations, or preexisting contractual obligations. For example, companies often will not give their direct competitors the right to use their core technology.

Further, in any individual license, concerns over patent exhaustion, implied licenses, sublicensing, assignment rights, and other terms can be tailored based on the particular circumstances. In several of the modes of monetization, at least some degree of control is given to another party in order to facilitate their involvement in the monetization of the patent rights. Companies need to consider how much control they are comfortable giving to others.

Opportunity for competitive analysis—As with control of settlement and contract terms, several modes for monetizing patent rights may result in the patent owner not being involved in monetization. Accordingly, when considering these modes, it is important to assess whether giving rights to another will harm the patent owner from a competition standpoint.

Confidentiality and privilege—All modes of monetization that involve communicating with third parties, particularly non-lawyers, raise the risk that such communications regarding business and patent issues will not be privileged. This is a risk that may preclude certain modes of monetization, depending on the circumstances, and certainly always should be kept in mind when corresponding with third parties involved in monetization. Privilege will only be maintained when dealing with third parties if there is a common legal interest, the communications relate to such legal interests (not commercial interests), and the communications are made under a confidentiality obligation. It is a good practice to have a formal common interest agreement when a common legal interest exists and protection is desired.

Further, traditional licensing is usually a confidential endeavor, including the price terms. Several of the modes for monetization require a patent owner to be transparent about the terms and conditions for licenses, including price terms.

III. Review of Monetization Methods—Advantages, Disadvantages, and Other Thoughts

A. *In-House Licensing/Cross Licensing Programs*

While traditional licensing and cross licensing may not be ''cutting edge,'' both still remain highly effective and oft-used ways to monetize patent assets. This is particularly the case if there are known infringers or companies interested in utilizing the assets to be licensed.

In an ideal world, every potential target for a patent or portfolio would enter into a licensing deal based on factors particular to that license. If done effectively, licensing has been broadly used to fairly value patent assets and provide a good return on investment. Further, if only in-house resources are used, the return on investment is not shared with others.

Finally, provided the resources are available, internal resources, including engineers, decision makers, and key legal personnel, can be used to drive this process. Another important advantage of licensing is that this gives the patent owner the highest degree of control over risk, contract terms, and confidentiality.

Of course, our world is not perfect. First, obtaining information on the licensee's business may be difficult or expensive. Further, use of in-house resources may be burdensome or impossible, if the licensing program is very large. In addition, prior to commencing any licensing program, the patent owner must carefully evaluate the infringement and validity issues and give thought to the licensing targets.

There is also a strong risk that a target could assert counter patents (either their own or purchased from others) to level the playing field. There is probably nothing worse for the coordinator of an in-house licensing program to promise management that it will be making money from patents and then realize that the balance favors one of the target companies the patents were asserted against.

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Generally, licensing is a slow process, unless the licensee has approached the licensor for technology needed in its business. In most other circumstances, the licensor must convince the licensee of the necessity and the value of the license. This process can take many meetings and ultimately may result in litigation, if the parties cannot come to an agreement on technical and valuation issues. There are significant transaction costs associated with providing evidence of infringement to the licensee, possibly conducting reverse engineering, meeting with the licensee, and conducting the other internal tasks necessary to develop the assertion, strategy, and goals.

Many of the new modes developed to monetize IP were born out of frustrations with these aspects of traditional licensing. It may be that companies are willing to trade off the careful deliberations and control that they could exercise over a licensing program for a quicker return or other advantages that may come by outsourcing this task to others with particular expertise.

B. *Use of Licensing Agents to Assist In-House Licensing Efforts*

A licensing agent may be an attorney or someone with a business background in IP licensing. Such an agent should have strong expertise in the area and a proven ability to use available contacts to effectuate a licensing program.

It is likely that even if a patent owner uses an agent, the patent owner can keep control over licensing terms and conditions and be able to consider the competitive issues. In particular, it would not be unusual for the patent owner to require that any target approached by an agent be pre-approved; licensing terms reviewed by the patent owner; or offers be approved by the patent owner before they are made.

However, the amount of control exerted by the patent owner can impact the fee structure. If the patent owner requires strong control, an agent may only want to work on an hourly basis, rather than on a contingent fee or partial contingent fee basis.

Communications between a patent owner and its licensing agent related to legal evaluation of licensing terms or the patents are likely to be privileged if attorneys are involved.[1] However, discussions with such agents on nonlegal business issues are likely to be not privileged.[2]

Often it may be difficult to separate the legal and nonlegal communications, and there is always the potential that privilege will not be as broad as expected.

The main disadvantage of using an agent is that the patent owner must place a great deal of trust in this agent. How can you evaluate whether the agent is giving careful consideration to your business objectives and competitive goals? Will the agent endeavor to meet your timing requirements and respect the limitations you put on them regarding communicating with potential licensees? How much time will the agent dedicate to your licensing program?

Aside from these uncertainties, it is also likely that an agent who is not familiar with your business will be less effective than in-house personnel, particularly if coordination with engineers and business people at the company is necessary.

Finally, the use of an agent does not diminish the potential for counter assertions being made by target companies. Even if an agent is given complete control over a particular licensing situation, the target company may try to recoup any licensing fees paid to the agent by making a direct assertion against the patent owner.

Use of an agent is particularly recommended if the agent can demonstrate that she has knowledge in the field and extensive contacts that may not be available in-house. Of course, the patent owner must carefully consider the amount of control given to the agent and the exact scope of the work the agent will be undertaking.

C. *Patent Sales*

Corporate management must be enamored by the idea of patent sales, given the recent reported windfall sales of the Nortel portfolio ($4.5 billion) and the Motorola cellular phone business and related patent portfolio ($12.5 billion).[3] However, it should be kept in mind that these particular sales are unique; the potential buyers needed IP assets to enter a massively competitive field where they had limited IP assets. Further, the purchasers all were large companies with multiple billions of dollars in revenue that would be protected by the patents they purchased.

Often, patent sales meet with much less success. For example, it is unclear whether Eastman Kodak Co. will be successful in obtaining a large amount of money for its portfolio and the sale apparently has been delayed several times (now indefinitely) so that the strategy and consideration to be received from sale of this IP portfolio could be reevaluated.[4]

However, sales can be a successful way to monetize an asset. The sale price can be based, at least in part, on a discount off the value of the portfolio if kept and licensed by the seller.

Sales are often best when the company has exited a business and can completely give up the patent rights it has in a particular field. After a sale, it is unlikely that the original patent owner will have control over further licensing. Typically a seller may retain certain rights for itself, particularly if it has relevant business that is ongoing.

The patent owner must decide the objective for the sale prior to deciding the best way to go about it. For example, if management simply wants to rid itself of maintenance fees and has little interest in doing studies of value and the market, this will lead to a lower price.

One difficulty with the patent sale is that the patent owner must identify potential buyers. Of course, a patent owner can resort to use of agents and auctions, but this will require fees and requires the patent owner to give up control of direct negotiation with the buyer on the terms and conditions.

[1] *See, e.g.*, *Xerox Corp. v. Google Inc.*, 801 F. Supp. 2d 293, 303-304 (D. Del. Aug. 1, 2011) (protecting from discovery documents exchanged between Xerox and IPValue due to common legal interest arising from agency relationship).

[2] *See Net2Phone Inc. v. eBay Inc.*, No. 06-2469 (KSH), 2008 BL 299225, at *10-11 (D.N.J. June 25, 2008) (discussions with potential partner for enforcement program are commercial interests and not privileged).

[3] *See* Steve Lohr, *A Bull Market in Tech Patents*, N.Y. Times, Aug. 17, 2011, at B1.

[4] *See* Richard Waters, *Kodak patent sale auction on hold indefinitely*, Fin. Times, Sept. 14, 2012.

Further, in order to get the best price for the IP that is being sold, a detailed evaluation of the strength of the assets, the potential value of the assets to others, and other business issues really should be undertaken. Without such study, the seller has no basis upon which to estimate the true value of the assets that it is giving up. The task of valuation of the IP being sold is a significant task requiring legal, patent, marketplace, and financial savvy. For this reason, outside consultants in various fields may be needed.

The warranties and representations clause in a sales contract is crucial since it can have an impact on the price. If the IP is sold "as is," the price tends to be lower. Buyers may want warranties as to studies of infringement and validity that have been done and any known defenses to the IP rights.

Another issue to be aware of is that when patents are being sold, this may not absolve the original patent owner of discovery obligations in the case of future litigation. Moreover, if an inequitable conduct claim is made based on activities of the original patent owner, the purchaser of the patents or the companies such patents were later enforced against could make claims against the original patent owner.

In addition, communications with the potential purchaser of the patents may not be privileged.[5] Likewise, reports on patent valuation or opinions on patent validity/infringement that are used to sell patents may also be subject to discovery.[6] There are also open issues as to whether the sale of the patents could eviscerate attorney-client privilege that existed for patent prosecution or the like.[7]

D. *Privateering*

Privateering is somewhat of a cross between a patent sale and using agents to monetize a portfolio. One well known recent example is Round Rock LLC, which received approximately 3,000 patents from Micron Corp.

While public information on the exact arrangement is scant, it has been posited that Micron may have assigned the patents to Round Rock for little or no out-of-pocket expenditure by Round Rock and that Micron is receiving a portion of the profits from Round Rock.[8] The concept behind such privateering is to allow the original patent owner to make a profit, while at the same time insulating the original patent owner from counter-assertions. Since the original patent owner does not directly participate in the licensing program, this should reduce internal costs and reduce the risk of counter-assertions.

Notably, under the seminal Supreme Court case of *Waterman v. McKenzie*, 138 U.S. 252 (1891) the privateer only becomes the patent owner, for purposes of standing to sue, if most of the rights to the patents have been assigned to that person. Thus, if the original patent owner tries to retain control over the licensing targets, the terms and conditions of licensing, or other licensing matters, it is likely that the original patent owner will still be considered an owner of the patent and, as a result, a necessary party to any infringement lawsuit. It is important to carefully review the contract of sale with the privateer to make sure that full ownership has passed to the privateer under the law.

Because this is a relatively new mode of monetization, there are other open questions with respect to the privateering model. For example, to what extent will this mode reduce counter patent assertions against the patent owner?

In addition, the authors could envision creative antitrust claims being made against the original patent owner, claiming that privateering has anticompetitive effects, e.g., unfairly increasing the value of its patents in a cross-license negotiation by using an illusory entity to enforce its patents, cordoning off lower-value IP assets for enforcement by use of aggressive litigation tactics, if licensing is not successful, while keeping higher value IP for cross-licensing by the patent owner, as well as other theories as to why the privateering structure may result in overvaluing IP assets to the detriment of competitors.[9] Of course, none of these theories has yet been tested.

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[5] *See, e.g., Mondis Technology Ltd. v. LG Electronics Inc.*, No. 2:07-CV-565, 2011 BL 118120, at *4-5 (E.D. Tex. May 4, 2011) (evaluation of relevance of German patent office invalidating a patent that was part of a portfolio being sold was not privileged because there was no common interest between purchaser of patents and seller regarding negotiation of value of the portfolio); *see also High Point SARL v. Sprint Nextel Corp.*, No. 09-2269-CM-DJW, 2012 BL 16694, at *10-11 (D. Kan. Jan. 25, 2012) (finding the common interest privilege protected analyses of validity, enforceability, and infringement because potential purchaser had a common interest in these topics even if they were negotiating price; also protecting documents drafted by non-lawyers supervised by lawyers); *Mondis Technology*, 2011 BL 118120, at *2-3 (presentation with patent and litigation analysis was work product because it was prepared with an eye toward litigation, sharing with third party potential investors under an NDA did not waive privilege); *Net2Phone*, 2008 BL 299225, at *10-11 (finding communications regarding patent value between two related companies was not privileged when the purpose of the communications was to negotiate price);

[6] *Net2Phone*, 2008 BL 299225, at *13-14 ("Monetization Report" by CRA International and outside counsel opinions were discoverable where such materials distributed pursuant to patent sale).

[7] *See Trading Technologies International Inc. v. GL Consultants Inc.*, Nos. 05-4120, 05 C 5164, 2012 BL 59868, at *5 (N.D. Ill. Mar. 14, 2012) (finding no privilege for prosecution documents held by the inventor that were not transferred to the purchaser of the patents and when the purchase agreement did not purport to transfer privilege to the purchaser); *see also MobileMedia Ideas LLC v. Apple Inc.*, No. 10-258-SLR/MPT, 2012 BL 230585, at *8 (D. Del. Sept. 10, 2012) (finding transfer of prosecution files did not waive privilege when the transfer was done pursuant to a joint legal strategy to an entity with a common legal interest); *CEATS Inc. v. Continental Airlines Inc.*, No. 6:10-cv-120, slip. op. at 5 (E.D. Tex. Jan. 26, 2012) (finding prosecution documents protected by privilege, but was a "close call," when the party asserting the patents acquired control of the original patent owner's business and not just the patents in suit).

[8] Posting by "Patrick," *Micron Retains Interest In Round Rock Patent Monetization Proceeds,* Gametime IP, (May 9, 2012), http://gametimeip.com/2012/05/09/micron-retains-interest-in-round-rock-patent-monetization-proceeds/.

[9] *Cf.* Melissa Lipman, *DOJ Antitrust Chief Warns of Patents' Antitrust Risks*, Law360 (Sept. 21, 2012, 8:14 PM ET), http://www.law360.com/articles/380674/doj-antitrust-chief-warns-of-patents-antitrust-risks ("While being respectful of the benefits of business models that facilitate the transfer of patent rights, we continue to monitor these activities closely and their effects on innovation and competition . . . . Market participants should know that we're watching transactions very carefully and the exercise of patent rights by nonpracticing entities," ' quoting U.S. Department of Justice antitrust chief, Joseph Wayland).

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Also there will be questions as to whether the use of privateers to split a company's portfolios within one technical field, could have negative effects on businesses and consumers. If all companies divided some portion of their portfolio in one technical field by use of a privateer, this may greatly increase licensing costs for all companies, which ultimately would impact consumer prices.

In a world where multiple licenses are needed to deal with IP originating from the same organization in one technical field, the transaction costs and settlement costs could become quite burdensome to many corporations.

In sum, because the privateering model is relatively new and untested, it is hard to know whether such model will meet its goal of insulating the patent owner from any risks arising from and involvement in monetization efforts.

E. *Use of Membership Organizations to Monetize Assets*

RPX Corp. has been successful in recruiting member companies who benefit by getting license rights that RPX obtains as a defensive aggregator.[10] The main business of RPX thus far has been to accumulate for its members IP rights that might otherwise be bought and asserted in litigation against particular industries. Instead of asserting such IP rights in litigation, RPX provides its members with licenses to the IP rights that it accumulates. In effect, RPX gets a bulk license for its members, presumably at discounted price relative to the cost of each member individually resolving IP disputes.

Alcatel Lucent has recently used RPX to attempt to monetize its patent portfolio by reaching out to RPX's syndicate of member companies.[11] This appeared to be an interesting approach in that it has the potential to provide a quick infusion of money in return for giving some type of rights to the RPX members that wanted such rights. In a sense, it is similar to conducting a big licensing deal with many potential licensees at one time. While this monetization mode has promise, it is unclear whether Alcatel Lucent's expectations were met in this instance. *Id.*

Working with a membership organization or aggregator to sell or license patents may provide quick results. However, these organizations will need to learn your portfolio in order to value it.

Further, your organization will have to consider competitive issues if an outside organization is enlisted to monetize IP assets. For example, there may be some companies that your organization does not want to license. In addition, there will probably be less control over the prices charged to individual licensees and the contract terms. In the end, the use of a membership organization would seem to be a compromise in favor of speed over maximizing revenue.

Defensive aggregators such as RPX, as well as other corporations that purchase and enforce patents, such as IP Ventures and Acacia Corp., are also potential buyers for patent assets that companies want to sell. These organizations have bought many patents over the last ten years and may be one potential avenue for direct sales or other types of license deals. These organizations should also have a good sense of the market and value of IP if it has to be enforced.

F. *IP Market Place*

The idea of trading IP rights on an exchange, like stocks or commodities, has been bounced around for quite some time. To date, this avenue for monetization does not appear to account for a large volume of transactions. Recently, Intellectual Property Exchange International Inc. (''IPXI'') (http://www.ipxi.com/home) has formed a platform for trading IP license rights. The exchange is set to launch by the end of 2012.

The concept of the IP exchange is that unit licenses for high quality IP assets could be sold on the exchange and the market would eventually set the price for the assets. IPXI reviews the patents for quality before they are listed.

In addition, an analyst community provides information to help inform the market value of securities on the stock or commodities markets—IPXI invites a community of third party diligence providers to evaluate the offerings. This information, including prior art studies, evaluation of encumbrances, valuations, and evidence of use investigations, as well as information from public comment, is made available to potential buyers in the marketplace.

As to terms of the unit licenses, the patent owner must agree to all terms of the offering, including price. Once the terms and price are set and agreed, the offering is nondiscriminatory to any participant in the exchange. This means that the patent owner gives up control over who obtains the rights, i.e., whether to license to a particular licensee. The unit licenses are freely tradable to any participant purchasing them through the exchange.

For the exchange to work, there must be a credible threat of enforcement by the patent owner in order to provide the incentive to use the exchange. The exchange provides some oversight of enforcement efforts, through a committee that investigates alleged infringers and approves enforcement activity by the patentee. If the exchange proves to be viable, it could be a good avenue for monetization of high quality IP assets, such as blocking or standard-essential patents, that are required by competitors to operate in a given market.

The criticisms of this approach are that it is relatively new and unproven and that it requires both transparency in transactions and reliance on standard terms and conditions. Further, while IPXI has the right to audit, it could be difficult to effectively monitor reporting by licensees on a large scale. In addition, to many in the IP field, the thought of selling IP rights like stocks or commodities is strange, because the value of IP is often based in part on the commercial issues between the rights owner and the licensee.

Further, as IP rights are licensed, previously-unknown defenses often arise, which may impact the IP value. As to these last points, however, it is expected that the pace of transactions on the exchange will provide sufficient time to potential purchasers of unit licenses to evaluate the offering of particular patents or portfolios in detail before any transaction is executed.

On the flip side, the benefit of the exchange is that it has the potential to provide market-based pricing and

[10] *See* http://www.rpxcorp.com.

[11] *See* Nadia Damouni, et al., *Alcatel board to tackle restructuring next week*: *sources*, Reuters (Sep. 5, 2012, 1:06pm EDT), http://www.reuters.com/article/2012/09/05/us-alcatel-board-idUSBRE88414Q20120905.

uniform terms on a central exchange that is operated under a common body of member-approved rules.

H. *Patent Pools*

Patent pools, such as those run by MPEGLA (http://www.mpegla.com) or Via Licensing (http://www.vialicensing.com), have been a highly successful way to license patents related to technical standards (e.g., MPEG-2, MPEG-4, AAC, W-CDMA, etc.), particularly when all or most of the key industry players participate in the pool.

These pools remove much of the administrative burden of developing an individual licensing program for a company's portfolio in a given technology. Patent pools may also help a patentee comply with obligations to standard-setting organizations to license their standard-essential patents on reasonable and nondiscriminatory terms and conditions.[12]

However, the licensors will have to give control over to the administrators of the pool and trust the licensing efforts by these administrators. Further, it may be that if a licensor pursued the licensees individually—through licenses, litigation, or otherwise—for such standardized technology, they may get a higher revenue stream. Finally, if one of your competitors joins the pool as licensee, this could (if the pool license does not provide otherwise) leave you without your best patents if a conflict with such competitor arises in the future. For this reason, patent pools often give the patent owner the option of terminating their license to any pool licensee that makes a patent assertion in the same field against such patent owner.

Patent pools have other benefits, such as the cooperative spirit developed among the pool members, as well as the benefit of keeping the cost of using standardized technology reasonable. For these reasons, a properly set up patent pool can avoid antitrust issues.[13]

[12] *See* Don Clark, *Plan to Pool LTE Patents Take Shape*, Digits Technology News & Insights (Oct. 3, 2012, 8:01AM), *http://blogs.wsj.com/digits/2012/10/03/plan-to-pool-lte-patents-takes-shape/*.

[13] *See* U.S. Dep't. of Justice and Fed. Trade Comm'n., *Antitrust Enforcement and Intellectual Property Rights: Promoting Innovation and Competition* (Apr. 2007), available at http://www.justice.gov/atr/public/hearings/ip/222655.htm (noting that patent pools remove the patent "hold up" and "hold out" issues that are faced when competitors try to create industry standards).

G. *Litigation*

Litigation is a well known way—often the mode of last resort—to monetize IP. Often, litigation is a necessary part of a strategy to maximize the value of IP assets.

While litigation is costly, this cost can be contained by using contingent fee or partial contingent fee counsel. However, litigation puts the validity of your patents at risk and the risk of counter-suits will be very high.

There is also a high risk that litigation can lead to claims being brought against the plaintiff, either based on IP already owned by or acquired by the target. While most companies wish to avoid litigation, it often becomes necessary if the patent owner's licensing goals are high and the potential licensees are reluctant to meet those demands.

IV. Conclusions

The array of monetization modes available today offers companies and individuals more flexibility than ever before. Further, if one is creative, there may be mixed-mode solutions or new monetization schemes that emerge. Indeed, creative thinking about how to use patent portfolios can provide value to the firm in other ways, even without direct monetization of patent assets using the monetization modes discussed in this article.

In all events, when undertaking a monetization program, it is important to understand your firm's goals, as well as the competitive landscape, and to carefully consider how these impact the factors that lead to choosing one monetization mode over another.

Careful thought must be given as to how to balance these factors. Is the ultimate goal obtaining the most revenue? How much risk is the company willing to take on to seek maximum revenue? What are the internal costs? How important is timing? Avoidance of risk? Control of licensing terms? Careful control over the competitive landscape?

It is also crucial to carefully consider and negotiate the terms and conditions of any contract with any third party before involving them in monetization of your patent assets.

As the patent market continues to develop in the coming years, modes for patent monetization will likewise continue to evolve. Those seeking to profit from their patent assets should continue to keep abreast of these developments and to weigh the key legal and business factors in order to be able to select the best modes for a given business or transaction.

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