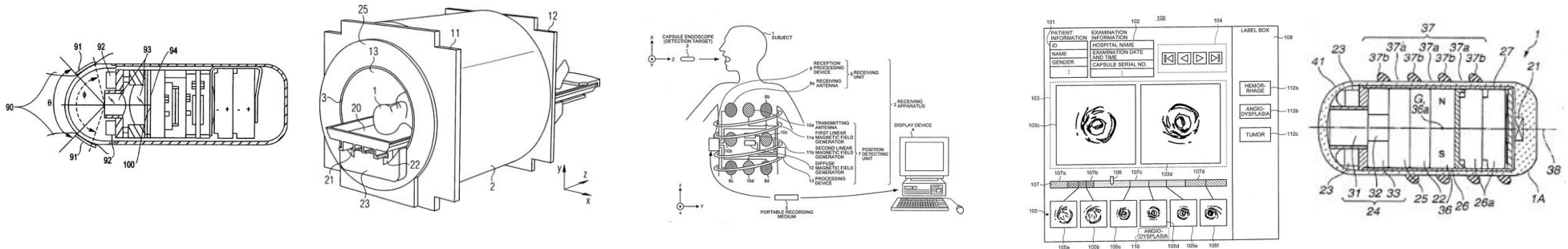


# Capsule Endoscopy Patent Landscape SAMPLE



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**SAMPLE**

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# The Author

SAMPLE

**Knowmade** is specialized in analysis of patents and scientific research findings. We provide patent search, IP landscape, patent valuation, IP due diligence, freedom to operate search, scientific literature landscape, identification of technologies available for transfer/licensing/sale, alerts and updates. Our service offer consists of custom studies, analysis reports, on-demand tracking and strategy consulting. **Knowmade** combines information search services, scientific expertise, powerful analytics and visualization tools, and proprietary methodologies for analyzing patents and scientific information. With a solid focus on Microelectronics, Nanotechnology and Biotechnology, **Knowmade** supports research laboratories, industrial companies and investors in their business development.

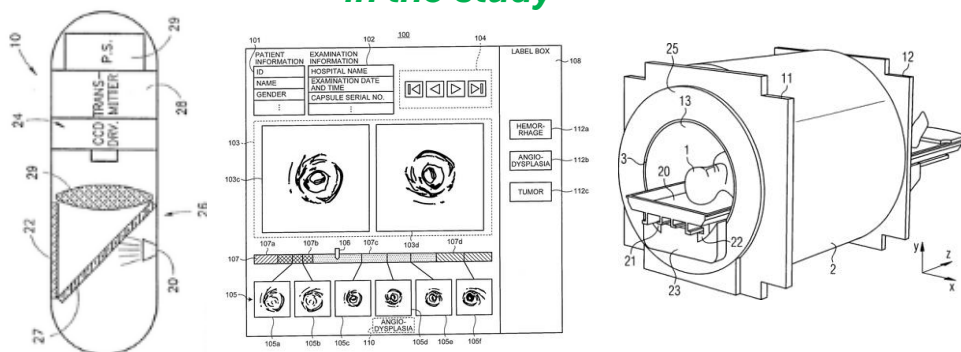


# Scope of the Report

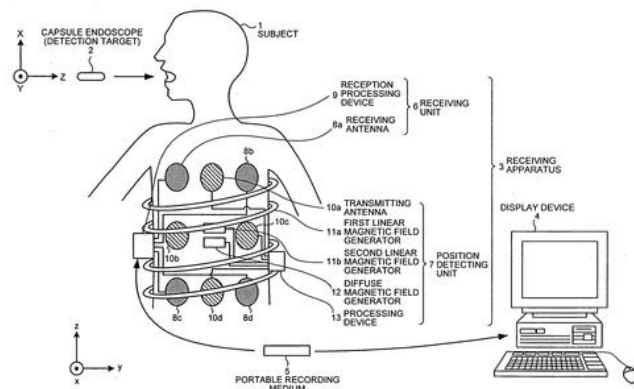
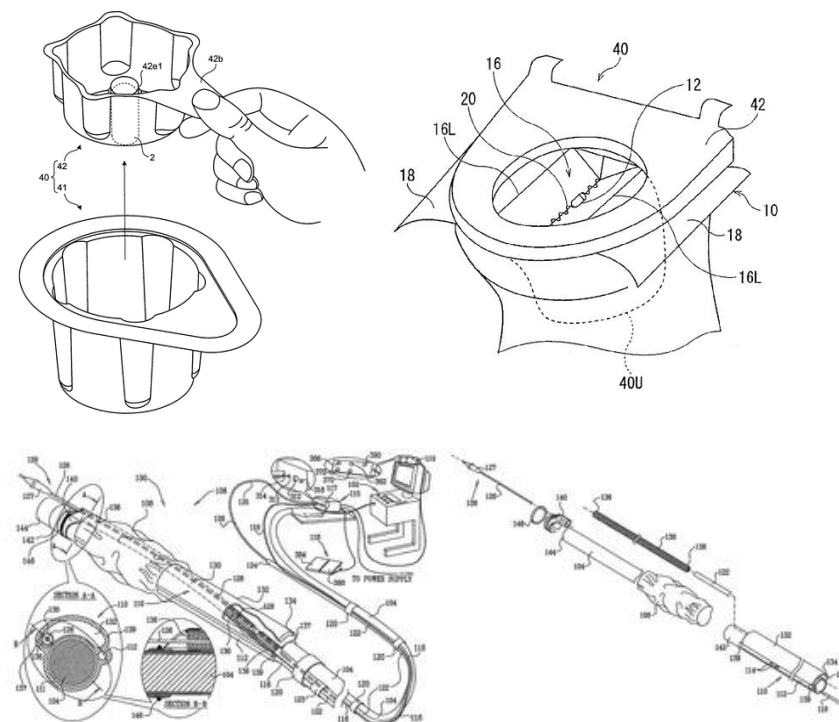
**SAMPLE**

This report provides a detailed picture of the patent landscape for capsule endoscopy. Only patents related to capsule endoscopy technologies (capsules, recorders, sensor belts, workstations, image processing ...) were considered. This report does not include patents related to packaging, capsule retrievers or flexible endoscopes. This report covers patents published worldwide up to July 2014. More than 1800 patent families relevant to the scope of this report have been selected.

**Included  
in the study**



**Not included  
in the study**



# Key Features of the Report (1/2)

**SAMPLE**

- **The report provides essential patent data for capsule endoscopy.**
- **It identifies more than 30 major holders of capsule endoscopy related intellectual property. It provides in-depth IP analysis and industrial key players including:**
  - Time evolution of patent publications and countries of patent filings.
  - Current legal status of patents.
  - Ranking of main patent applicants.
  - Joint developments and IP collaboration network of main patent applicants.
  - Key patents.
  - Granted patents near expiration.
  - Relative strength of main companies IP portfolio.
  - Overview of patent litigations.
  - Matrix applicants/technology issues for more than 15 companies.
- **The “capsule endoscopy IP” profiles of 15 major companies is presented, with key patents, technological issues, litigations, licenses, partnerships, and IP strength and strategy.**

# Key Features of the Report (2/2)

**SAMPLE**

- The report also provides an extensive Excel database with all patents analyzed in the report.
- This database allows multi-criteria searches:
  - Patent information
    - Patent publication number
    - Hyperlinks to the original documents
    - Priority date
    - Title
    - Abstract
    - Patent Assignees
    - Legal status for each member of the patent family
- **This report does not provide** any insight analyses or counsel regarding legal aspects or the validity of any individual patent: Knowmade is research firm that provide market and technical analysis and opinions. The research, technical analysis and/or work contained herein is not a legal opinion and should not be construed as such.

# Objectives of the Report

**SAMPLE**

## Objectives of this patent landscape is to:

- ✓ Understand the IP landscape for capsule endoscopy.
- ✓ Identify key patents.
- ✓ Understand trends in capsule endoscopy IP.
- ✓ Identify the major players in capsule endoscopy IP and the relative strength of their patent portfolio.
- ✓ Identify new players in capsule endoscopy IP.
- ✓ Identify IP collaboration networks between key players (industrial and academics).
- ✓ Identify main patent litigations.

# Methodology (1/2)

**SAMPLE**

- The data were extracted from the FamPat worldwide database (Questel-ORBIT) which provides 90+ million patent documents from 95 offices.
- The patents search was performed in July 2014, hence patents published after this date will not be available in this report.
- The patent selection was done manually.

**Number of selected patent families for the capsule endoscopy IP Investigation:  
1,803 over a number of returned results > 7,000**

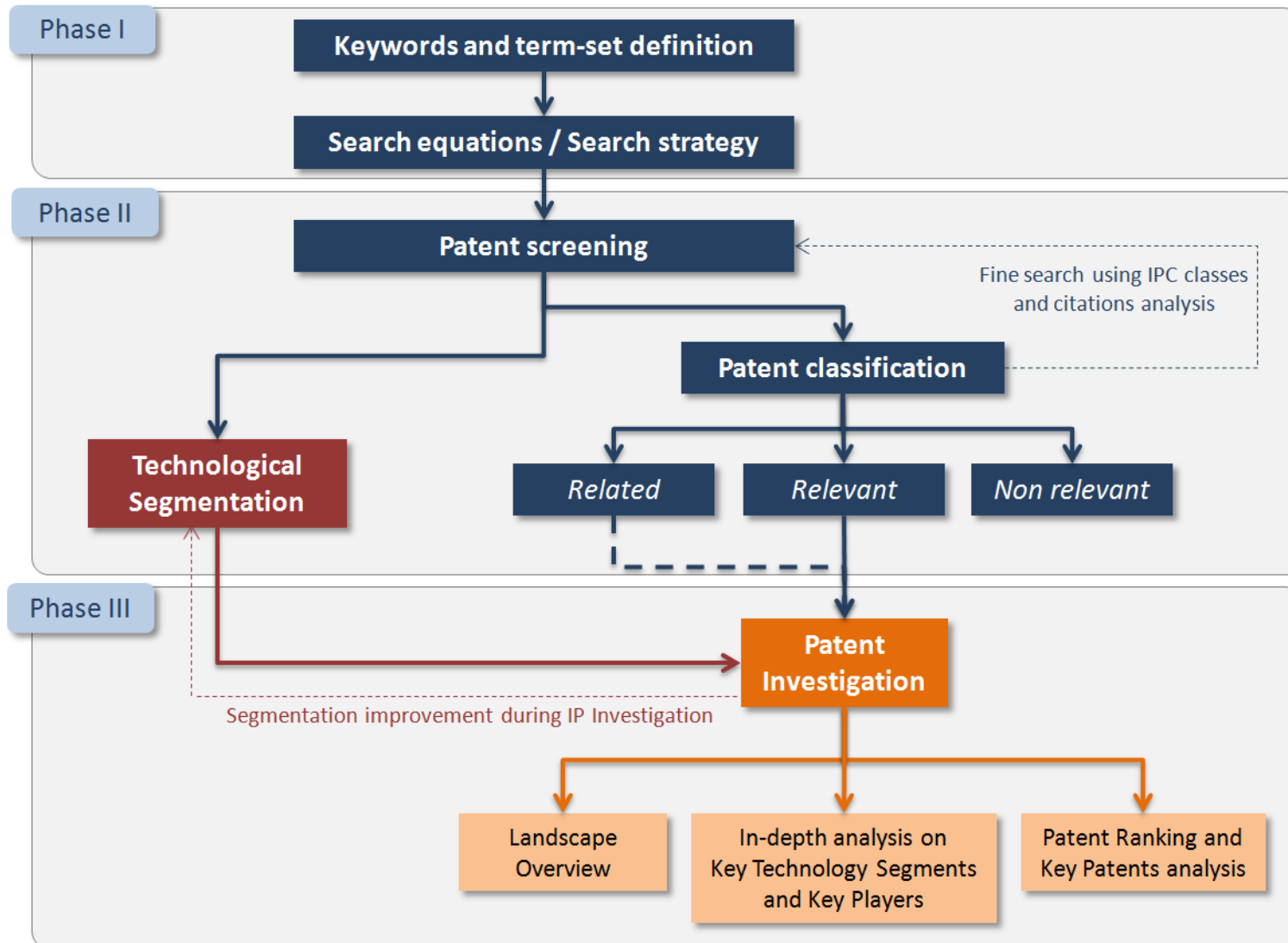
- The statistical analysis was performed with Questel Orbit IP Business Intelligence software.
- The patents were manually categorized using keyword analysis of patent title, abstract and claims, in conjunction with expert review of the subject-matter of inventions.
- The patents were organized according to FamPat's family rules (variation of EPO strict family): A *Patent Family* comprises patents linked by exactly same priority numbers (strict family), plus comparison of priority and application numbers, specific rules by country and information gathered from other sources (national files, legal status ...).

**Disclaimer:** *Knowmade are research firms that provides technical analysis and technical opinions. The research, technical analysis and/or work contained herein is not a legal opinion and should not be construed as such.*



# Methodology (2/2)

SAMPLE



# Patent Search Strategy

**SAMPLE**

|                                      | STEP   | SEARCH EQUATION   | RESULT    |
|--------------------------------------|--------|---|-----------|
| Patents related to capsule endoscopy | Step-1 | (((((XXX+ OR XXX+ OR XXX+ OR XXX+) 2D (XXX+ OR XXX+)) OR XXXX+)/BI OR ((XXXX+ OR XXX+ OR XXX+) S XXX+ S (XXX+ OR XXX+ OR XXX+ OR XXX+)/BI) OR ((XXX-001/00)/IC AND (XXX+ OR XXX+ OR XXX+ OR XXX+)/TI) | > 1,900   |
| Key firms                            | Step-2 | (XXX OR XXX OR XXX OR XXX OR XXX OR XXX OR XXX OR XXX OR XXX)/PA.FLD  | > 470,000 |
| Citing and cited patents             | Step-3 | CITING AND CITED PATENTS OF SELECTED PATENTS FROM STEP-1 AND STEP-2   | > 4,000   |
| Manually selection                   | Step-4 | Patent families selected  | 1,803     |

- + Truncation replacing any number of characters
- ? Truncation replacing zero or one character
- # Truncation replacing one character
- \_ Truncation for word that may have a space (ex: semiconductor, semi conductor)
- OR Finds references containing at least one of the words
- AND Finds references containing all words
- S Finds references containing the terms in the same sentence
- nD Finds references containing adjacent terms, regardless of the order, and may be separated by a maximum of n words

- nW Finds references containing adjacent terms, in the order specified, and may be separated by a maximum of n words
- ( ) Parentheses are necessary to combine different operators
- /TI/OTI Search in Title
- /BI Search in Title and Abstract
- /CLMS Search in Claims
- /DESC/ODES Search in Description
- /PA.FLD Search in Patent Assignees
- /IC Search in International Patent Classification (IPC)

# Assignees Mentioned in this Report

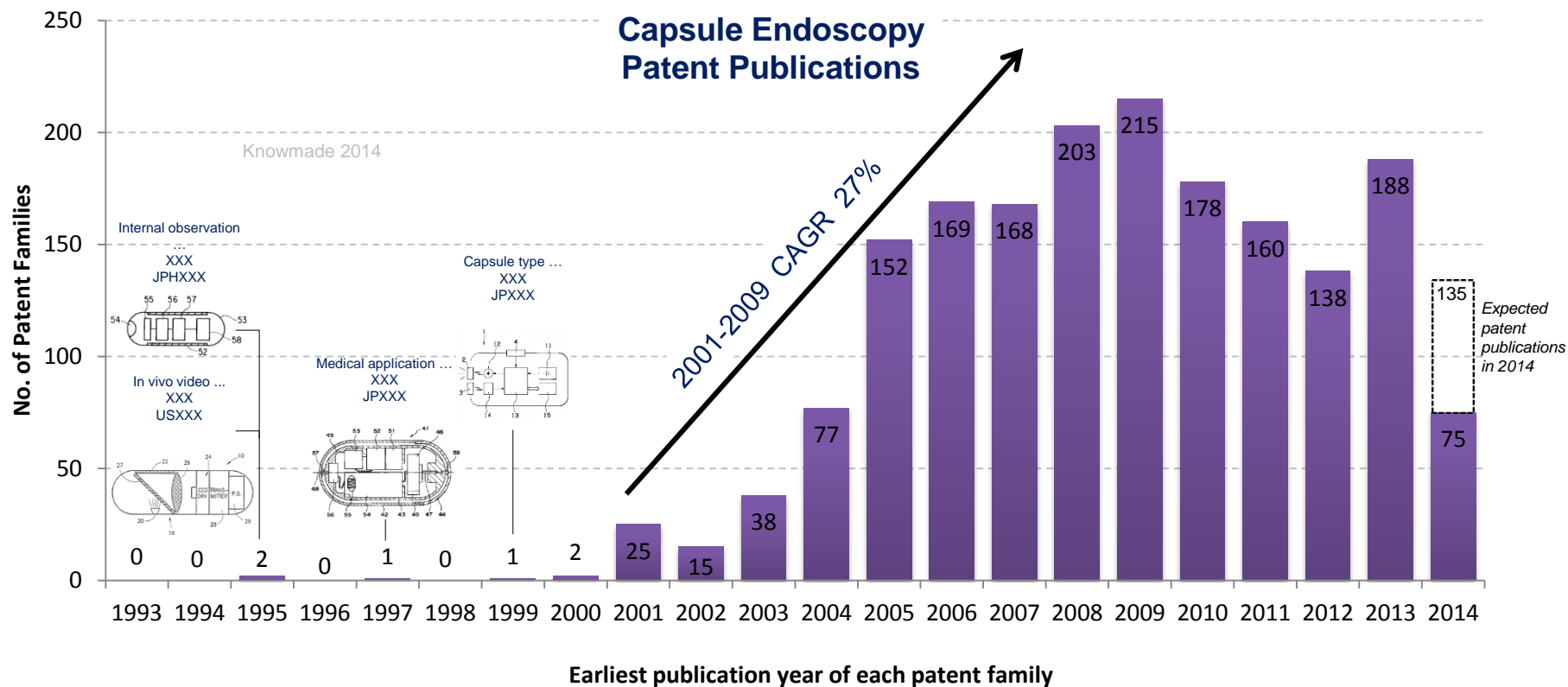
**SAMPLE**

**OLYMPUS, GIVEN IMAGING, SIEMENS, HOYA, INTROMEDIC, FUJIFILM, SHENZHEN ZIFU TECHNOLOGY, CAPSOVISION, KONICA MINOLTA, TOSHIBA, CHIPMOS, I3SYSTEM, INNURVATION, CHONGQING JINSHAN SCIENCE, EVEREST DISPLAY, MOREDNA TECHNOLOGY**

**GUANGZHOU BAODAN MEDICAL INSTRUMENTS TECHNOLOGY, CHUNG SHAN INSTITUTE OF SCIENCE, SHANGHAI JIAO TONG UNIVERTSITY, KOREA INSTITUTE OF SCIENCE TECHNOLOGY, SECOND MILITARY MEDICAL UNIVERTSITY, XI'AN JIAOTONG LIVERPOOL UNIVERTSITY, KOREA ELECTRONICS TECHNOLOGY INSTITUTE, SCUOLA SUPERIORE SANT'ANNA, CHONGQING UNIVERSITY, SHENZHEN INSTITUTE OF ADV TECHNOLOGY CAS, SOGANG UNIVERSITY, TSINGHUA UNIVERSITY**

# Time Evolution of Patent Publications

**SAMPLE**



*Note: The data corresponding to the year 2014 are not complete since the patent search was done in July 2014.*

In 1995, **COMPANY XXX** filed patents describing a capsule endoscopy. Since then, at least **1800 patent families** related to capsule endoscopy have been published. The number of patent publications **increased significantly in early 2000s**. More than 70% of patent families were published during this period. Currently, the number of **new patent applications are decreasing**, mainly due to the lack of new technologies in capsule endoscopy. The rebound in 2013 is mainly due to an increase in the number of Chinese patents.



# Matrix Applicants / Technology Issues

**SAMPLE**

Knowmade 2014

|                    | Nb of patent families | Whole system | Control systems | Light systems | Imagers | Image processing | Antenna | Signal receiver | Batteries |      |
|--------------------|-----------------------|--------------|-----------------|---------------|---------|------------------|---------|-----------------|-----------|------|
| <b>TOTAL</b>       | 1803                  | 652          | 222             | 207           | 215     | 131              | 109     | 82              | 44        | 0    |
| <b>COMPANY XXX</b> | xxx                   | 178          | xxx             | 76            | xx      | xx               | 73      | xx              | xx        | < 10 |
| <b>COMPANY XXX</b> | 193                   | xx           | 14              | xx            | 73      | 27               | xx      | 4               | 6         | < 30 |
| <b>COMPANY XXX</b> | xxx                   | xx           | 63              | xx            | 15      | x                | 2       | x               | 0         | < 50 |
| <b>COMPANY XXX</b> | xx                    | xx           | 3               | 3             | 1       | 1                | 4       | x               | 0         | 50 + |
| <b>COMPANY XXX</b> | 59                    | xx           | x               | x             | x       | 10               | 0       | x               | x         |      |
| <b>COMPANY XXX</b> | xx                    | xx           | x               | 4             | x       | x                | x       | 0               | x         |      |
| <b>COMPANY XXX</b> | xx                    | 35           | x               | x             | 4       | 0                | x       | 0               | x         |      |
| <b>COMPANY XXX</b> | xx                    | x            | 3               | xx            | 24      | 2                | x       | 1               | 3         |      |
| <b>COMPANY XXX</b> | 18                    | x            | x               | 1             | 1       | x                | 2       | 3               | x         |      |
| <b>COMPANY XXX</b> | xx                    | x            | 0               | x             | 0       | x                | 0       | x               | x         |      |
| <b>COMPANY XXX</b> | 9                     | x            | x               | x             | 0       | 3                | 0       | x               | x         |      |
| <b>COMPANY XXX</b> | x                     | 8            | 0               | 0             | 0       | 0                | x       | x               | x         |      |
| <b>COMPANY XXX</b> | 8                     | 4            | 1               | x             | 3       | 1                | x       | x               | x         |      |
| <b>COMPANY XXX</b> | x                     | x            | 0               | 3             | 1       | 1                | x       | x               | 0         |      |
| <b>COMPANY XXX</b> | x                     | 6            | x               | x             | x       | 0                | x       | 0               | x         |      |
| <b>COMPANY XXX</b> | 7                     | x            | 0               | x             | x       | 0                | x       | x               | x         |      |

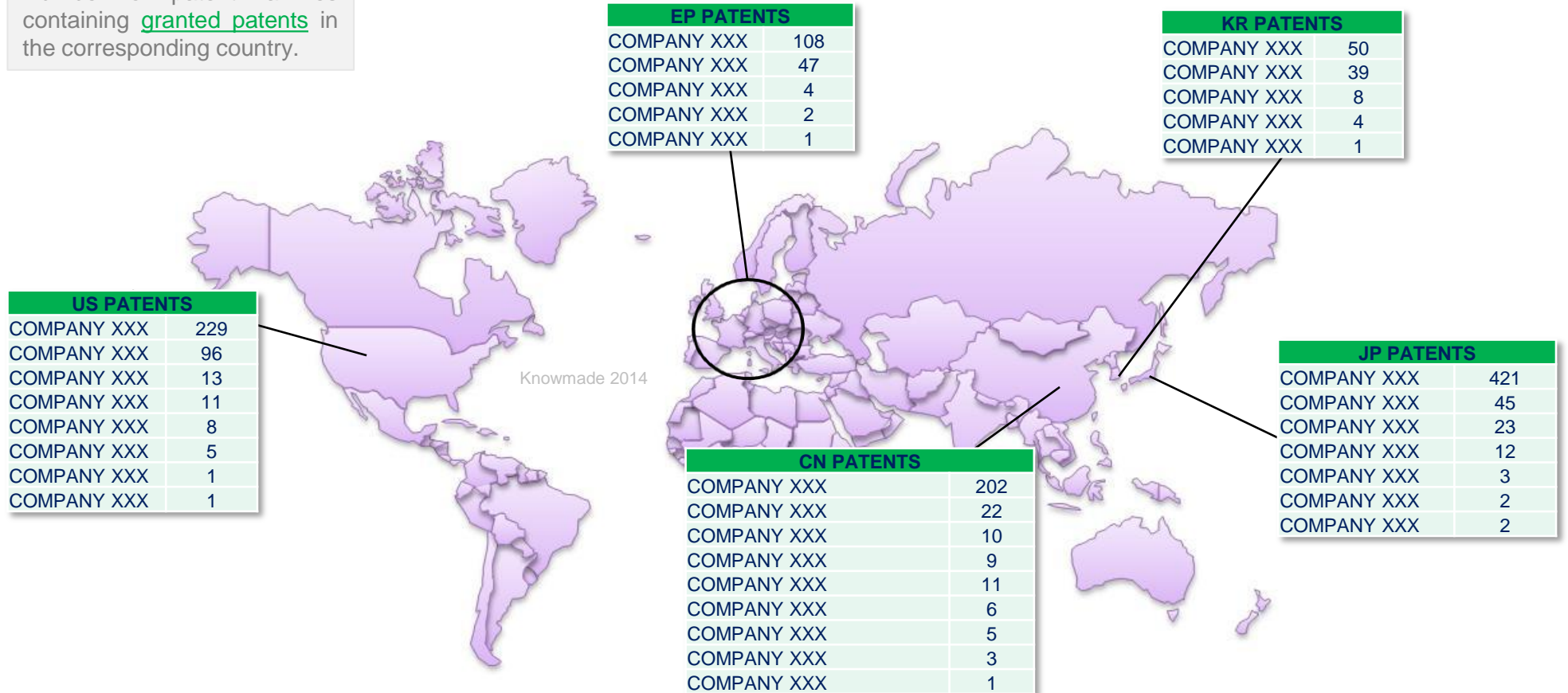
Patents belonging to capsule endoscopy have been manually categorized based on review of title, abstract, claims and description.  
Note that a patent can be found in several categories.

**COMPANY XXX** explore almost **all kinds of technologies** dedicated to capsule endoscopy. **COMPANY XXX** focus its patent activity on **control systems**, mainly on magnetically guided capsule endoscope systems. **COMPANY XXX** filed over xx patents claiming **image sensors**, (CMOS sensors are preferred over CCD sensors in many patents due to cost considerations). **COMPANY XXX** is the main assignee in this technology segment.

# Mapping of Main Current IP Holders

**SAMPLE**

Number of patent families containing granted patents in the corresponding country.



**COMPANY XXX** is the main IP holder in **USA, Europe, Japan, Korea and China**, but it could be overtaken by **COMPANY XXX** in the coming years in **Korea**. **COMPANY XXX** and **COMPANY XXX** have respectively only 4 and 1 granted patents in Korea, suggesting that this country is not strategic for them. **COMPANY XXX** and **COMPANY XXX** focus their enforceable patents in **China**.

# Summary of Applicant's Patent Portfolio

**SAMPLE**

| Knowmade 2014<br>Patent Applicants | No. of patent families | Oldest priority date of the patent portfolio | No. of patent families filed / yr (average) | No. of patents documents | No. of patents / Patent family (average) | Patents average age (Y) | % granted | % pending | % dead revoked lapsed expired | No. of alive patents / family (granted, pending) | No. of granted family patents by country |     |     |     |    |
|------------------------------------|------------------------|--|---|--------------------------|--|-------------------------|-----------|-----------|-------------------------------|--|--|-----|-----|-----|----|
|                                    |                        |  |   |                          |  |                         |           |           |                               |  | US                                       | EP  | JP  | CN  | KR |
| COMPANY XXX                        | 667                    | 19xx   | xx  | xxxx                     | xx                                       | x                       | xx%       | xx%       | xx%                           | 4.3  | xxx                                      | xxx | xxx | xxx | 50 |
| COMPANY XXX                        | xxx                    | 19xx   | 10  | xxxx                     | 11.5                                     | x                       | xx%       | xx%       | xx%                           | xx   | xx                                       | xx  | x   | 10  | x  |
| COMPANY XXX                        | xxx                    | 20xx   | x   | xxx                      | xx                                       | 4                       | xx%       | xx%       | xx%                           | 2.3  | x  | 4   | 12  | 9   | 1  |
| COMPANY XXX                        | xx                     | 19xx   | 6   | 121                      | 1.3                                      | x                       | xx%       | xx%       | xx%                           | xx   | x  | 0   | x   | x   | 0  |
| COMPANY XXX                        | xx                     | 20xx   | x   | xx                       | xx                                       | 4                       | xx%       | xx%       | xx%                           | 1.1  | x  | 0   | x   | x   | xx |
| COMPANY XXX                        | xx                     | 20xx   | 4   | 87                       | xx                                       | x                       | xx%       | xx%       | xx%                           | 1.5  | x  | 1   | 23  | 5   | 0  |
| COMPANY XXX                        | xx                     | 20xx   | xx  | 39                       | 1  | 2                       | 56%       | xx%       | 0%                            | xx   | 0  | 0   | x   | 22  | x  |
| COMPANY XXX                        | 30                     | 20xx   | x   | xxx                      | xx                                       | 3                       | xx%       | xx%       | xx%                           | xx   | 13                                       | x   | x   | x   | x  |
| COMPANY XXX                        | 18                     | 20xx   | 2   | xx                       | 2.6                                      | x                       | xx%       | xx%       | xx%                           | 1.9  | x  | x   | x   | x   | x  |
| COMPANY XXX                        | xx                     | 20xx   | 1   | 22                       | xx                                       | 6                       | xx%       | xx%       | xx%                           | xx   | x  | x   | 4   | x   | x  |
| COMPANY XXX                        | 9                      | 20xx   | 1   | xx                       | 1.4                                      | x                       | 0%        | 85%       | xx%                           | 1.2  | x  | x   | x   | x   | x  |
| COMPANY XXX                        | xx                     | 20xx   | 1   | 8                        | 1  | 11                      | 0%        | 0%        | 100%                          | 0  | x  | x   | x   | 0   | x  |
| COMPANY XXX                        | 8                      | 20xx   | 1   | xx                       | 4.6                                      | 7                       | xx%       | xx%       | xx%                           | 2.9  | x  | x   | x   | 0   | x  |
| COMPANY XXX                        | xx                     | 20xx   | 1   | xx                       | xx                                       | x                       | xx%       | xx%       | xx%                           | xx   | 5  | x   | x   | 0   | x  |
| COMPANY XXX                        | 7                      | 20xx   | 1   | 8                        | 1.1                                      | 7                       | xx%       | xx%       | xx%                           | 0.6  | x  | x   | 0   | 1   | x  |
| COMPANY XXX                        | 7                      | 20xx   | 1   | 7                        | 1  | x                       | xx%       | xx%       | xx%                           | xx   | x  | x   | 0   | 3   | 0  |

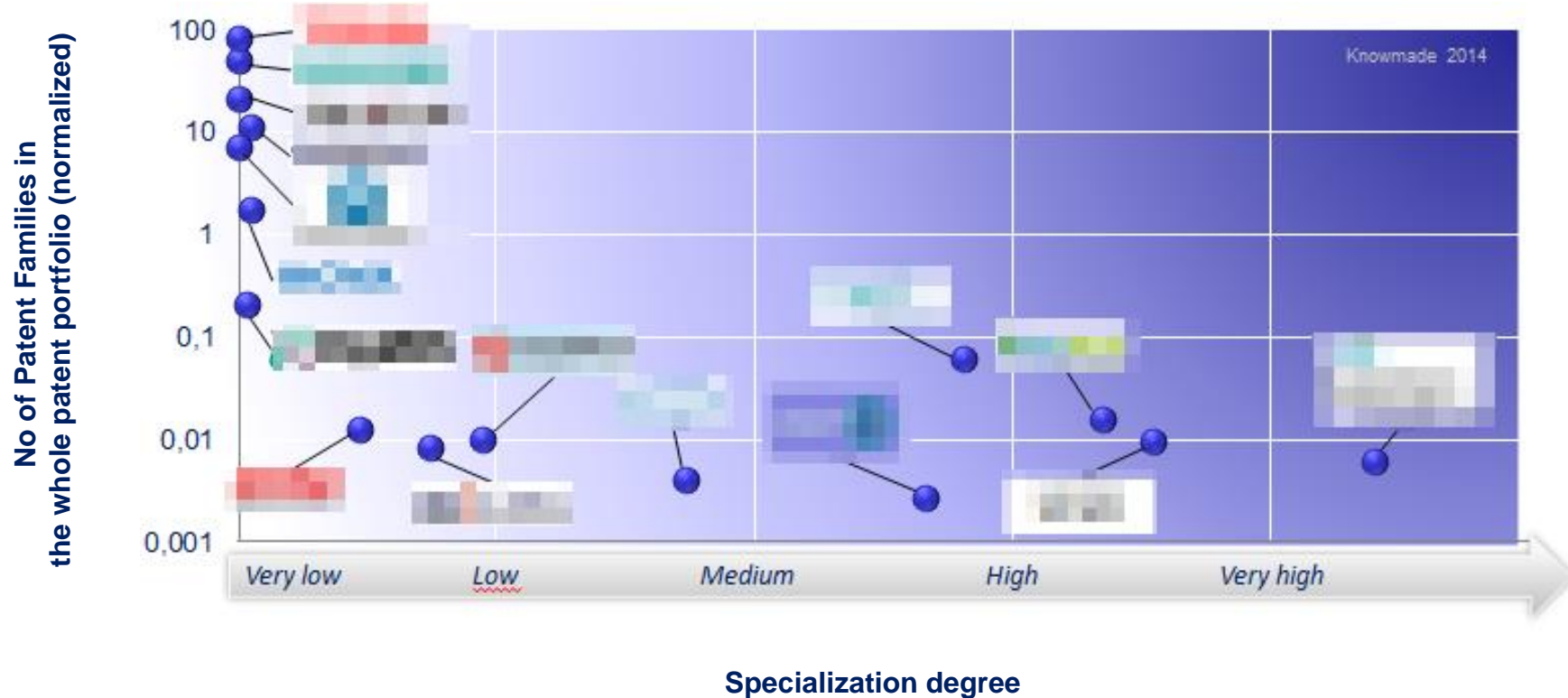
■ : highest value in column  
 ■ : lowest value in column

The top 2 assignees **COMPANY XXX** and **COMPANY XXX** have filed a significant part of their enforceable patents in **USA**. **COMPANY XXX** has the highest number of patent families, patent documents and alive patents per family, confirming its high interest for capsule endoscopy and suggesting that **COMPANY XXX** has an **innovative advantage** in many fields of capsule endoscopy. With the oldest priority date of the patent portfolio in 1994, **COMPANY XXX** is the **pioneer** in IP related to capsule endoscopy. **COMPANY XXX** has the highest ratio of patents per patent family (11.5), suggesting that this company has adopted a **worldwide IP strategy**. However, 65% of its patents are dead. The high number of dead patents is partly the result of European filings in which patent applications are abandoned in specific European countries after the EP patent publication. **COMPANY XXX** has **no alive patent** in the field of capsule endoscopy, suggesting a growing disinterest of these companies for this technology. **COMPANY XXX** is the **newest main players**, and like **COMPANY XXX**, these companies focus their IP strategies only in **China**. **COMPANY XXX** is the only one company which provides the capsule endoscope in China.



# Degree of Specialization in Capsule Endoscopy

**SAMPLE**



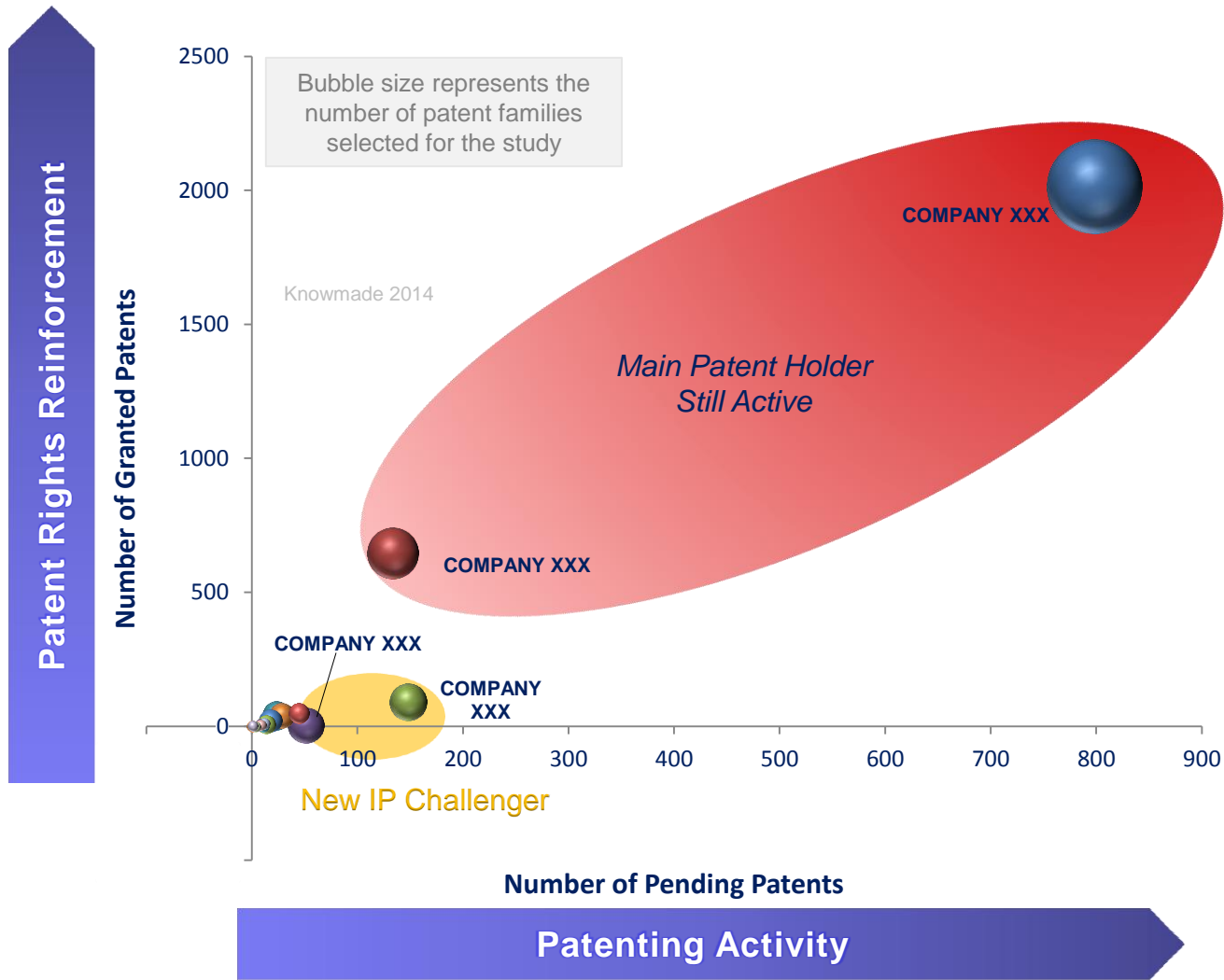
Specialization degree: The specialization degree of a company represents the percentage of patents filed in a specific field over the whole patent portfolio of the company. It is an indicator of the patenting activity on a specific field.

**COMPANY XXX, COMPANY XXX, COMPANY XXX, COMPANY XXX** and **COMPANY XXX** can be considered as **IP pure players** with a lot of their patents on **capsule endoscopy**.

**COMPANY XXX, COMPANY XXX, COMPANY XXX, COMPANY XXX, COMPANY XXX**, and **COMPANY XXX** have a very low degree of specialization (<1%) because these companies have very large patent portfolios on many different technologies.

# Leadership of Patent Applicants

**SAMPLE**



- **COMPANY XXX** and **COMPANY XXX** hold the highest number of granted patents (2000+ and 600+ patents respectively) related to capsule endoscopy. **COMPANY XXX** could exceed 2,500 granted patents in late 2015. **COMPANY XXX** patents are in force mainly in Japan and USA and **COMPANY XXX** granted patents concern mainly USA.
- **COMPANY XXX** and **COMPANY XXX** are becoming major forces in the IP landscape. Note that **COMPANY XXX** has adopted a worldwide IP strategy, while **COMPANY XXX** seems to focus on Japan. However, these companies may not exceed the number of granted patents of **COMPANY XXX** in the next years.

# Impact of Patent Portfolios (1/2)

**SAMPLE**

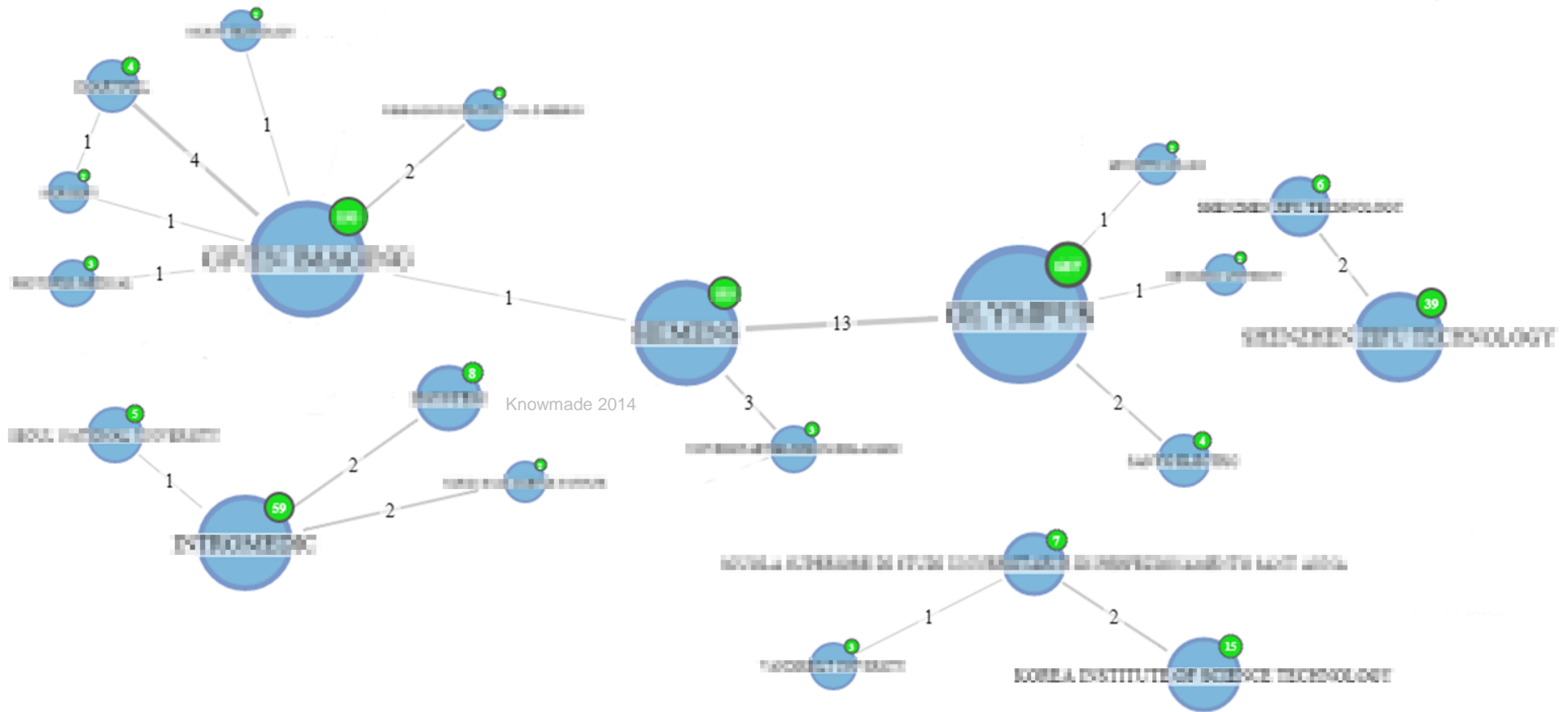
| Knowmade 2014<br>Patent Applicants | A                      | B  | C  | D   | E   |
|------------------------------------|------------------------|--|--|---|---|
|                                    | No. of patent families | No. of citing patent families (excluding self-citations) | No. of citing patent families / patent family<br>= B/A | Relative Impact Factor of the patent families<br>= C/2.01 * | Strength index of the patent portfolio<br>= A x D |
| COMPANY XXX                        | xxx                    | 1394   | xxx  | 1.04  | xxx   |
| COMPANY XXX                        | xxx                    | xxxx   | 6.98   | xxx   | xxx   |
| COMPANY XXX                        | 95                     | 290  | xxx  | 1.52  | xxx   |
| COMPANY XXX                        | xx                     | xxx  | 1.60   | xxx   | 82  |
| COMPANY XXX                        | xx                     | 113  | xxx  | 1.87  | xx  |
| COMPANY XXX                        | 47                     | xxx  | 2.15   | xxx   | xx  |
| COMPANY XXX                        | x                      | 61   | 7.63   | xxx   | 30  |
| COMPANY XXX                        | xx                     | xx   | xxx  | xxx   | xx  |
| COMPANY XXX                        | 8                      | xx   | 2.00   | 1.00  | 8   |
| COMPANY XXX                        | xx                     | 15   | xxx  | xxx   | xx  |
| COMPANY XXX                        | xx                     | x  | xxx  | 0.45  | xx  |
| COMPANY XXX                        | x                      | x  | 0.33   | xxx   | 1   |
| COMPANY XXX                        | x                      | x  | xxx  | 0.21  | x   |
| COMPANY XXX                        | xx                     | x  | 0.03   | xxx   | x   |
| COMPANY XXX                        | x                      | x  | x  | x   | x   |
| COMPANY XXX                        | 7                      | 0  | x  | 0.00  | 0   |

■ : highest value in column  
■ : lowest value in column

\* 1,803 patent families cite the whole of the 3,638 patent families, thus corresponding to an average of 2.01 citing patent families per patent family.

# Patent Applicant IP Network (1/2)

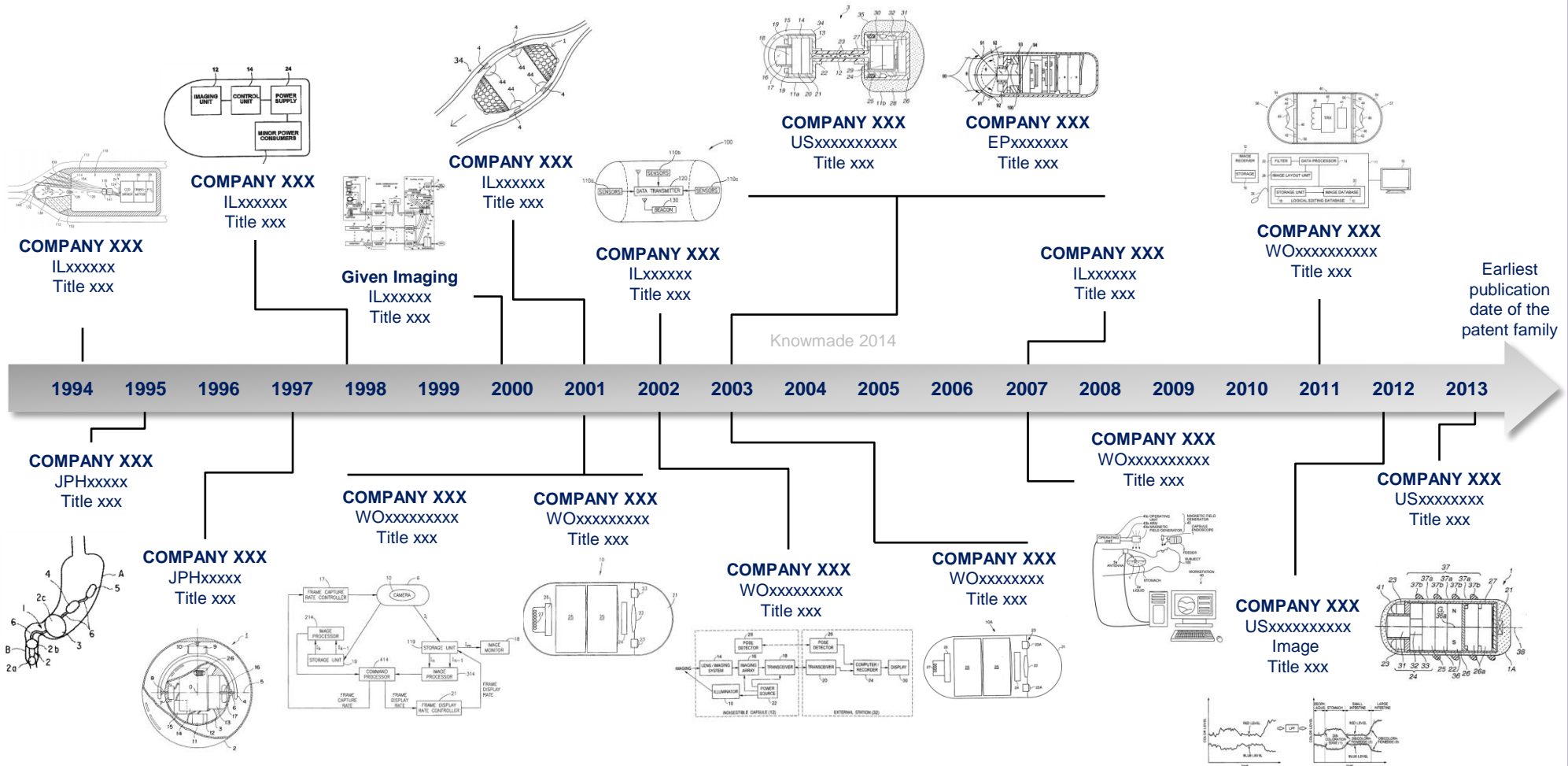
**SAMPLE**



Number in black on each link between applicants is the number of co-assigned patent families in the data set of the study.  
 Number up right to each bubble is the number of patent families for this applicant in the data set of the study.  
 Bubble size is proportional to the number of patent families selected for the study.

# Key Patent Families (1/2)

**SAMPLE**



The selection of key patent families is based on the family size, current legal status of patents, citations analysis and impact on the technological segment. See annexes for methodology for key patent identification.

# Granted Patents Near Expiration 1/2

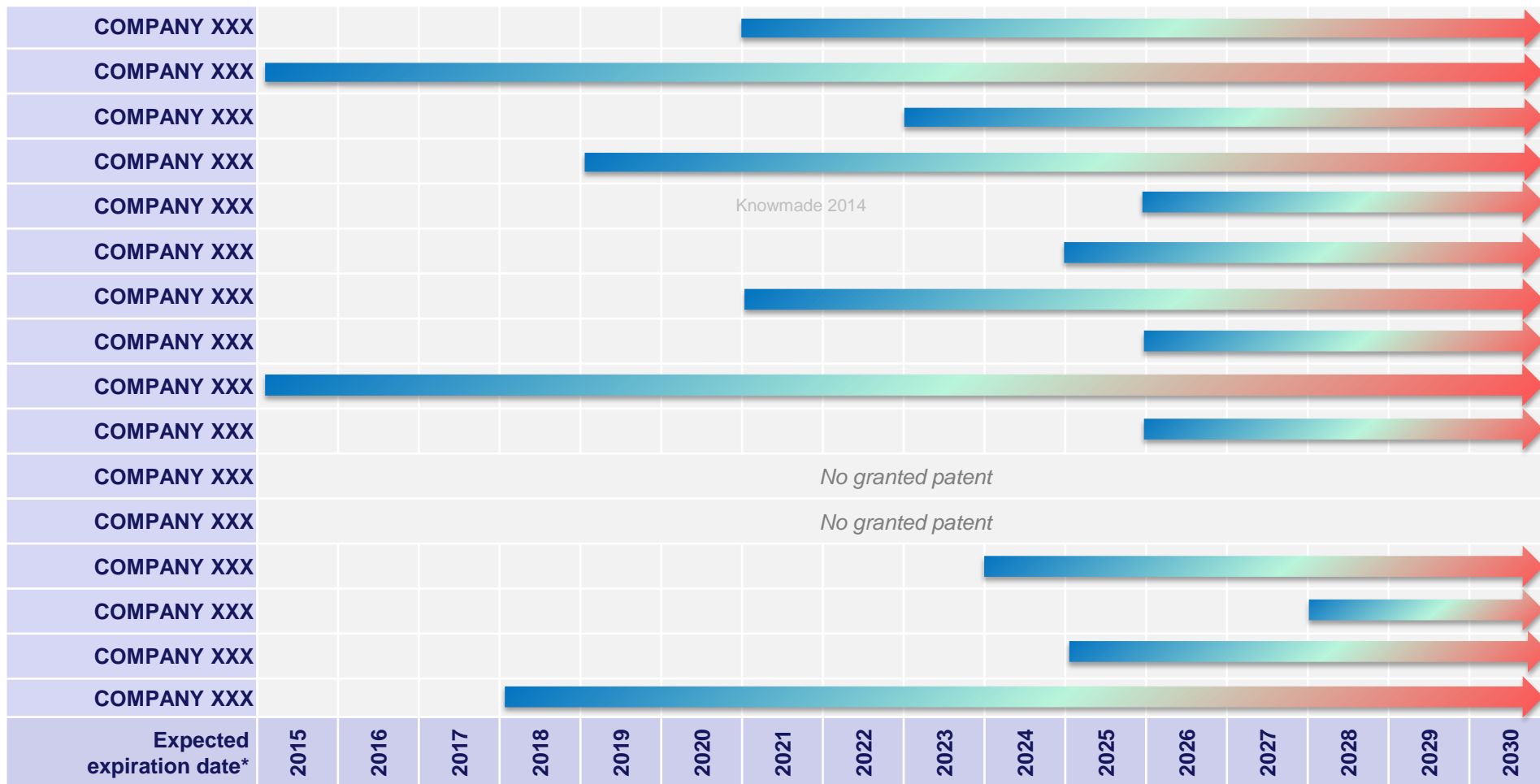
**SAMPLE**

| Knowmade 2014<br>Assignee | Title                     | Publication Number | PDF                  | Expected Expiration Date * |
|---------------------------|---------------------------|--------------------|----------------------|----------------------------|
| COMPANY XXX               | In vivo ...               | USxxxxxxx          | <a href="#">Open</a> | 2015-01-17                 |
| COMPANY XXX               | Duplex multi-channel ...  | CNxxxxxxx          | <a href="#">Open</a> | 2015-02-03                 |
| COMPANY XXX               | Capsule endoscope ...     | CNxxxxxxx          | <a href="#">Open</a> | 2015-03-03                 |
| COMPANY XXX               | Stereo imaging ...        | CNxxxxxxx          | <a href="#">Open</a> | 2015-04-28                 |
| COMPANY XXX               | In vivo imaging ...       | DExxxxxxx          | <a href="#">Open</a> | 2015-12-15                 |
| COMPANY XXX               | In vivo imaging ...       | DExxxxxxx          | <a href="#">Open</a> | 2015-12-15                 |
| COMPANY XXX               | In vivo imaging ...       | DExxxxxxx          | <a href="#">Open</a> | 2015-12-15                 |
| COMPANY XXX               | Sip-cash ...              | DExxxxxxx          | <a href="#">Open</a> | 2016-01-12                 |
| COMPANY XXX               | Optical ...               | DExxxxxxx          | <a href="#">Open</a> | 2016-01-12                 |
| COMPANY XXX               | Transmitter for a ...     | DExxxxxxx          | <a href="#">Open</a> | 2016-03-30                 |
| COMPANY XXX               | Reusable esophagus ...    | CNxxxxxxxxx        | <a href="#">Open</a> | 2017-01-15                 |
| COMPANY XXX               | Capsule shape ...         | CNxxxxxxxxx        | <a href="#">Open</a> | 2017-04-17                 |
| COMPANY XXX               | Capsule ...               | CNxxxxxxxxx        | <a href="#">Open</a> | 2017-04-17                 |
| COMPANY XXX               | Capsule shape ...         | CNxxxxxxxxx        | <a href="#">Open</a> | 2017-04-17                 |
| COMPANY XXX               | Energy management ...     | ILxxxxxxx          | <a href="#">Open</a> | 2017-12-15                 |
| COMPANY XXX               | System and method for ... | ILxxxxxxx          | <a href="#">Open</a> | 2017-12-22                 |
| COMPANY XXX               | Wireless charging ...     | CNxxxxxxxxx        | <a href="#">Open</a> | 2018-06-24                 |
| COMPANY XXX               | Two-section ...           | CNxxxxxxxxx        | <a href="#">Open</a> | 2018-07-08                 |
| COMPANY XXX               | Self-driving ...          | CNxxxxxxxxx        | <a href="#">Open</a> | 2018-07-30                 |
| COMPANY XXX               | Capsule endoscope ...     | CNxxxxxxxxx        | <a href="#">Open</a> | 2018-10-28                 |

\* Expected Expiration Date is dependent on the accuracy and timeliness of the information provided by the patent offices. This indicator may change at any time without notice based on new information received from the patent offices. No decision should be made based solely on this indicators.

# Granted Patents Near Expiration 2/2

**SAMPLE**

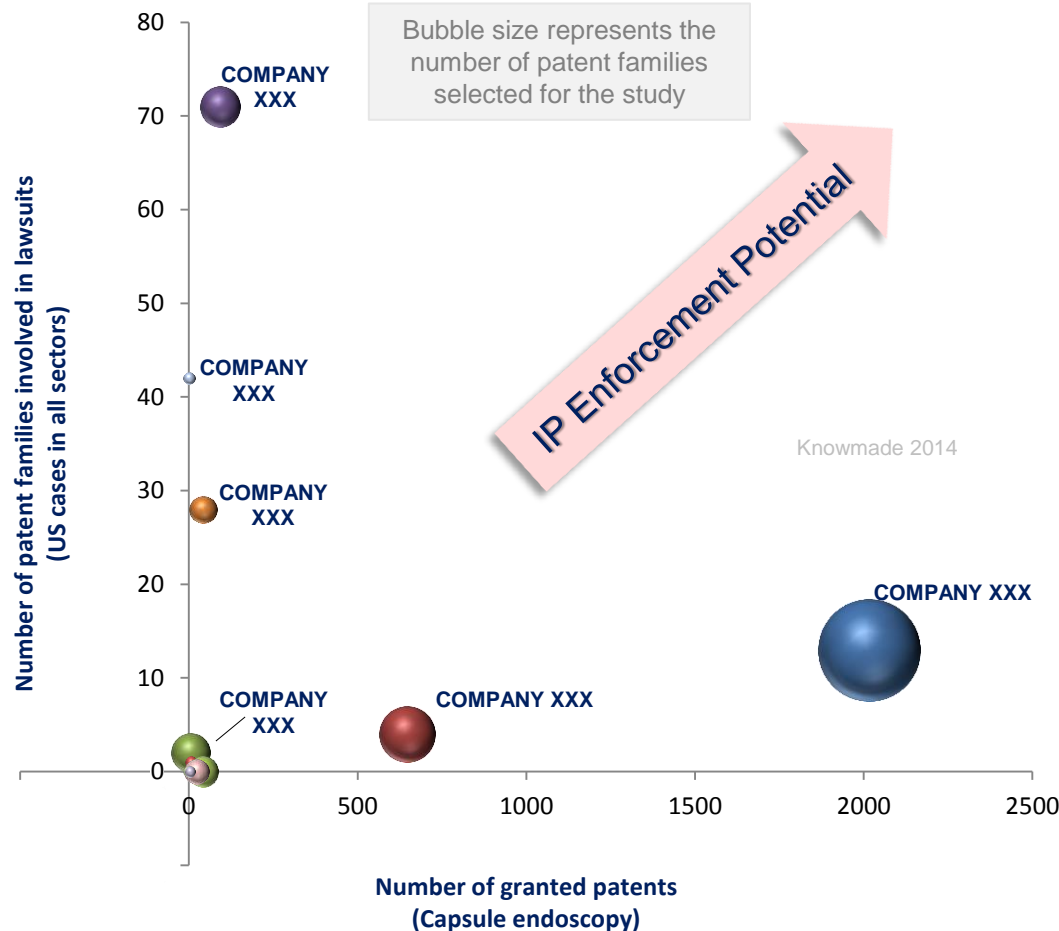


\* Expected Expiration Date is dependent on the accuracy and timeliness of the information provided by the patent offices. This indicator may change at any time without notice based on new information received from the patent offices. No decision should be made based solely on this indicators.

# Potential Future Plaintiffs

**SAMPLE**

Propensity to Litigate Patents



**COMPANY XXX** and **COMPANY XXX** have a significant **IP enforcement potential** in capsule endoscopy field. They hold a large number of patent in-force (granted) and they have a propensity to litigate their patents (**COMPANY XXX** vs **COMPANY XXX** patent war in 2006-2008, and **COMPANY XXX** against **COMPANY XXX** since 2009).

**COMPANY XXX**, **COMPANY XXX** and **COMPANY XXX** have an important propensity to litigate their patents (according to the number of US cases in all industrial sectors), but they have currently few granted patents in capsule endoscopy field.

Apart from a few noticeable IP collaborations (e.g., **COMPANY XXX** and **COMPANY XXX**), the capsule endoscopy IP has not yet been widely used as leverage by companies to negotiate licensing and supply agreements. So far, only a few litigations have been observed. Only one major litigation case is related to capsule endoscopy IP with a complaint filed in 2006 by **COMPANY XXX** and **COMPANY XXX** for patent infringement. Therefore, **patent litigations may be filed in the near future** on more recent technologies such as **magnetic control capsules** by **COMPANY XXX** and **COMPANY XXX**.

Patent Rights Reinforcement



# OLYMPUS

**SAMPLE**

## Patenting activity

- **Very large patent portfolio** (XXX patents within XXX patent families)
- Oldest priority date: XXX
- Patent average age: XXX
- Main country of patent filings: XXX
- XXX granted patents (main country: XXX)
- XXX pending patents

## Main Key Patent Families

- JPHxxxxxxx** Internal observation ...
- USxxxxxxx** Capsule-type ...
- EPxxxxxxx** Endoscopic ...
- WOxxxxxxx** Into-examinee ...

## Impact of Patent Portfolio

- **Very XXX IP Blocking Potential** (XXX forward citations and XXX patent applicants citing patent portfolio).
- **XXX IP Enforcement Potential** (XXX propensity to litigate patents, and XXX patents in-force mainly in XXX). The company has already filed lawsuits in capsule endoscopy field (XXX vs XXX).

| Knownmade 2014 | Title of Granted Patents Near Expiration | Publication Number | PDF                  | Expected Expiration Date * |
|----------------|--|--------------------|----------------------|----------------------------|
|                | Capsule ...                              | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule endoscope ...                    | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Endoscope ...                            | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule type ...                         | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule type ...                         | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule type ...                         | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Endoscope device ...                     | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule type ...                         | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule type ...                         | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule type ...                         | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Medical application ...                  | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule type ...                         | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule type ...                         | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule type ...                         | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule endoscope ...                    | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule endoscope ...                    | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule medical ...                      | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule type ...                         | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Capsule ...                              | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |
|                | Endoscopic ...                           | JPxxxxxxx          | <a href="#">Open</a> | xxx-xx-xx                  |

# Licensable Patents

SAMPLE

**TITLE:** Three-dimensional ...

**Patent Number:** USxxxxxxx

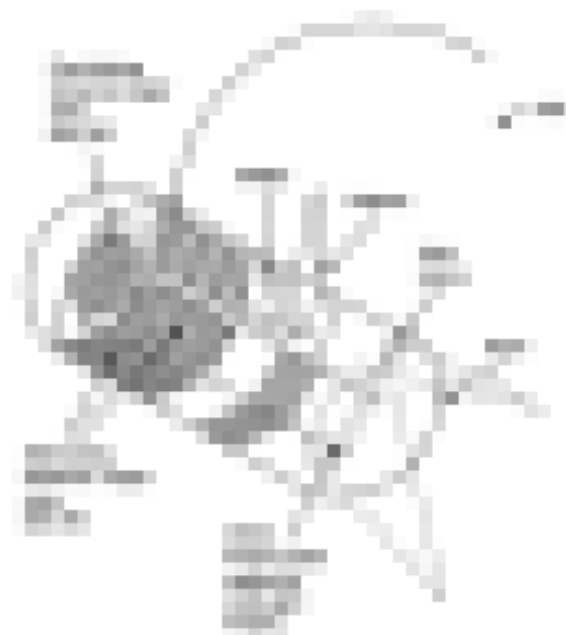
**Related Organizations:** XXX

**Abstract:** Medical imaging device comprising an array of ultrasonic transducer elements, each transducer element being a composite substrate having a support surface coating a highly-conducting surface layer, a layer of thermal insulator in the substrate, a layer of thermal insulator in the support, a layer of thermal insulator in the layer of thermal insulator in the support, and a layer of conducting substrate in the layer of thermal insulator. The layers of thermal insulator and thermal insulator may sandwich the layer of thermal insulator, and the layer of conducting substrate may be separated from the layer of thermal insulator by the layer of thermal insulator.

[More information](#)

## Licensing Contact

**Name:** John Doe  
**Email:** john.doe@xxx.com  
**Phone:** (555) 555-5555



# Excel Database

with all patents analyzed in the report with technology segmentation



This database allows multi-criteria searches and includes patent publication number, hyperlinks to the original documents, priority date, title, abstract, patent assignees, and legal status for each member of the patent family.

| PATENT NUMBER | ASSIGNEE | PRIORITY DATE | TITLE      | PDF  | ABSTRACT  | LEGAL STATUS         |
|---------------|----------|---------------|------------|------|-----------|----------------------|
| EP-66         | ISRA     | 19            | An "in viv | Open | An in viv | LEGAL DETAILS FC 115 |
| US56          | GIVE     | 19            | In vivo vi | Open | An in viv | LEGAL DETAILS FC 531 |
| IL-10         | GIVE     | 19            | In vivo vi | Open | An in viv | LEGAL DETAILS FC 2A  |
| JP072         | OLY      | 19            | Internal c | Open | PURPOS    | LEGAL DETAILS FC 895 |
| JP200         | OLY      | 19            | Image pic  | Open | PROBLE    | LEGAL DETAILS FC 147 |
| US20          | OLY      | 19            | Image pic  | Open | An imag   | LEGAL DETAILS FC 167 |
| EP20          | OLY      | 19            | Image pic  | Open | An imag   | LEGAL DETAILS FC 003 |
| US59          | UNIT     | 19            | DRAM ca    | Open | A DRAM    | LEGAL DETAILS FC 956 |
| JP093         | OLY      | 19            | Medical e  | Open | PROBLE    | LEGAL DETAILS FC 274 |
| US62          | RESE     | 19            | Remote-    | Open | Remote-   | LEGAL DETAILS FC 312 |
| IL-16         | GIVE     | 19            | Energy m   | Open | Not Avai  | Not Available        |
| IL-12         | TALL     | 19            | Energy m   | Open | An ener   | LEGAL DETAILS FC 2A  |
| WO9           | GIVE     | 19            | Energy m   | Open | An ener   | LEGAL DETAILS FC 061 |
| US64          | GIVE     | 19            | Energy m   | Open | An ener   | LEGAL DETAILS FC 469 |
| AU99          | GIVE     | 19            | Energy m   | Open | An ener   | LEGAL DETAILS FC 59  |
| US20          | GIVE     | 19            | Energy m   | Open | An ener   | LEGAL DETAILS FC 032 |
| US20          | GIVE     | 19            | Energy m   | Open | An ener   | LEGAL DETAILS FC 236 |
| EP10          | GIVE     | 19            | Energy m   | Open | An ener   | LEGAL DETAILS FC 830 |
| ATE3          | GIVE     | 19            | Anordnu    | Open | An ener   | LEGAL DETAILS FC 09A |
| IN20          | GIVE     | 19            | A device   | Open | An ener   | LEGAL DETAILS FC /CH |
| DE69          | GIVE     | 19            | Anordnu    | Open | An ener   | LEGAL DETAILS FC 716 |
| CA23          | GIVE     | 19            | Energy m   | Open | An ener   | LEGAL DETAILS FC 104 |
| JP200         | Not      | 19            | Energy m   | Open | An ener   | LEGAL DETAILS FC 108 |
| IL-12         | TALL     | 19            | System a   | Open | A device  | LEGAL DETAILS FC 6A  |
| CA23          | GIVE     | 19            | System a   | Open | A device  | LEGAL DETAILS FC 72  |
| WO9           | GIVE     | 19            | System a   | Open | A device  | LEGAL DETAILS FC 202 |
| JP200         | Not      | 19            | Not Avail  | Open | A device  | LEGAL DETAILS FC 126 |
| AU99          | GIVE     | 19            | System a   | Open | A device  | LEGAL DETAILS FC 89  |
| US20          | GIVE     | 19            | Method f   | Open | A methc   | LEGAL DETAILS FC 013 |
| EP10          | GIVE     | 19            | System fr  | Open | A device  | LEGAL DETAILS FC 919 |
| ATE3          | GIVE     | 19            | Anordnu    | Open | A device  | LEGAL DETAILS FC 13A |
| IN20          | GIVE     | 19            | Device ar  | Open | The pres  | Not Available        |

# Order Form

## Capsule Endoscopy Patent Landscape

### SHIP TO

Name (Mr/Ms/Dr/Pr):

Job Title:

Company:

Address:

City:

State:

Postcode/Zip:

Country:

VAT ID Number for EU members:

Tel:

Email:

Date:

### PAYMENT METHODS

#### Check

To pay your invoice using a check, please mail your check to the following address:

KnowMade S.A.R.L.  
2405 route des Dolines, BP 65  
06902 Valbonne Sophia Antipolis  
FRANCE

#### Money Transfer

To pay your invoice using a bank money wire transfer please contact your bank to complete this process. Here is the information that you will need to submit the payment:

Payee: KnowMade S.A.R.L.  
Bank: Banque populaire St Laurent du Var CAP 3000 - Quartier du lac- 06700 St Laurent du Var  
IBAN: FR76 1560 7000 6360 6214 5695 126  
BIC/SWIFT: CCBPFRPPNCE

#### Paypal

In order to pay your invoice via PAYPAL, you must first register at [www.paypal.com](http://www.paypal.com). Then you can send money to the KnowMade S.A.R.L. by entering our E-mail address [contact@knowmade.fr](mailto:contact@knowmade.fr) as the recipient and entering the invoice amount.

### RETURN ORDER BY

**E-mail:** [contact@knowmade.fr](mailto:contact@knowmade.fr)

**Mail:** KnowMade S.A.R.L. 2405 route des Dolines, BP 65 06902 Sophia Antipolis FRANCE

### PRODUCT ORDER

- €2,990 – Single user license  
 €3,990 – Corporate license

For price in dollars, please use the day's exchange rate. For French customer, add 20% for VAT.

All reports are delivered electronically in pdf format at payment reception .

*\*Single user license means only one person at the company can use the report. Please be aware that our publication will be watermarked on each page with the name of the recipient and of the organization (the name mentioned on the PO). This watermark will also mention that the report sharing is not allowed.*

*I hereby accept Knowmade's Terms and Conditions of Sale*

**Signature:**

# Terms and Conditions of Sales

## Definitions

“Acceptance”: Action by which the Buyer accepts the terms and conditions of sale in their entirety. It is done by signing the purchase order which mentions “I hereby accept Knowmade’s Terms and Conditions of Sale”.

“Buyer”: Any business user (i.e. any person acting in the course of its business activities, for its business needs) entering into the following general conditions to the exclusion of consumers acting in their personal interests.

“Contracting Parties” or “Parties”: The Seller on the one hand and the Buyer on the other hand.

“Intellectual Property Rights” (“IPR”) means any rights held by the Seller in its Products, including any patents, trademarks, registered models, designs, copyrights, inventions, commercial secrets and know-how, technical information, company or trading names and any other intellectual property rights or similar in any part of the world, notwithstanding the fact that they have been registered or not and including any pending registration of one of the above mentioned rights.

“License”: For the reports and databases, 2 different licenses are proposed. The buyer has to choose one license:

1. Single user license: a single individual at the company can use the report.
2. Corporate license: the report can be used by unlimited users within the company. Subsidiaries are not included.

“Products”: Reports are established in PowerPoint and delivered on a PDF format and the database may include Excel files.

“Seller”: Based in Sophia Antipolis (France headquarters), Knowmade is a technology intelligence company specialized in the research and analysis of scientific and technical information. We provide patent landscapes and scientific state of the art with high added value to businesses and research laboratories. Our intelligence digests play a key role to define your innovation and development strategy.

## 1. Scope

1.1 The Contracting Parties undertake to observe the following general conditions when agreed by the Buyer and the Seller. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE BUYER AT ANY TIME ARE HEREBY OBJECTED TO BY THE SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON THE SELLER.

1.2 This agreement becomes valid and enforceable between the Contracting Parties after clear and non-equivocal consent by any duly authorized person representing the Buyer. For these purposes, the Buyer accepts these conditions of sales when signing the purchase order which mentions “I hereby accept Knowmade’s Terms and Conditions of Sale”. This results in acceptance by the Buyer.

1.3 Orders are deemed to be accepted only upon written acceptance and confirmation by the Seller, within [7 days] from the date of order, to be sent either by email or to the Buyer’s address. In the absence of any confirmation in writing, orders shall be deemed to have been accepted.

## 2. Mailing of the Products

2.1 Products are sent by email to the Buyer:

- within [1] month from the order for Products already released; or
- within a reasonable time for Products ordered prior to their effective release. In this case, the Seller shall use its best endeavours to inform the Buyer of an indicative release date and the evolution of the work in progress.

2.2 Some weeks prior to the release date the Seller can propose a pre-release discount to the Buyer.

The Seller shall by no means be responsible for any delay in respect of article 2.2 above, and including in cases where a new event or access to new contradictory information would require for the analyst extra time to compute or compare the data in order to enable the Seller to deliver a high quality Products.

2.3 The mailing of the Product will occur only upon payment by the Buyer, in accordance with the conditions contained in article 3.

2.4 The mailing is operated through electronic means either by email via the sales department. If the Product’s electronic delivery format is defective, the Seller undertakes to replace it at no charge to the Buyer provided that it is informed of the defective formatting within 90 days from the date of the original download or receipt of the Product.

2.5 The person receiving the Products on behalf of the Buyer shall immediately verify the quality of the Products and their conformity to the order. Any claim for apparent defects or for non-conformity shall be sent in writing to the Seller within 8 days of receipt of the Products. For this purpose, the Buyer agrees to produce sufficient evidence of such defects.

2.6 No return of Products shall be accepted without prior information to the Seller, even in case of delayed delivery. Any Product returned to the Seller without providing prior information to the Seller as required under article 2.5 shall remain at the Buyer’s risk.

# Terms and Conditions of Sales

## 3. Price, invoicing and payment

3.1 Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to annual subscriptions. They are expressed to be inclusive of all taxes. The prices may be reevaluated from time to time. The effective price is deemed to be the one applicable at the time of the order.

3.2 Payments due by the Buyer shall be sent by cheque payable to Knowmade, PayPal or by electronic transfer to the following account:

Banque populaire St Laurent du Var CAP 3000 - Quartier du lac- 06700 St Laurent du Var

BIC or SWIFT code: CCBPFRPPNCE

IBAN : FR76 1560 7000 6360 6214 5695 126

To ensure the payments, the Seller reserves the right to request down payments from the Buyer. In this case, the need of down payments will be mentioned on the order.

3.3 Payment is due by the Buyer to the Seller within 30 days from invoice date, except in the case of a particular written agreement. If the Buyer fails to pay within this time and fails to contact the Seller, the latter shall be entitled to invoice interest in arrears based on the annual rate Refi of the «BCE» + 7 points, in accordance with article L. 441-6 of the French Commercial Code. Our publications (report, database, tool...) are delivered only after reception of the payment.

3.4 In the event of termination of the contract, or of misconduct, during the contract, the Seller will have the right to invoice at the stage in progress, and to take legal action for damages.

## 4. Liabilities

4.1 The Buyer or any other individual or legal person acting on its behalf, being a business user buying the Products for its business activities, shall be solely responsible for choosing the Products and for the use and interpretations he makes of the documents it purchases, of the results he obtains, and of the advice and acts it deduces thereof.

4.2 The Seller shall only be liable for (i) direct and (ii) foreseeable pecuniary loss, caused by the Products or arising from a material breach of this agreement

4.3 In no event shall the Seller be liable for:

a) damages of any kind, including without limitation, incidental or consequential damages (including, but not limited to, damages for loss of profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Seller's website or the Products, or any information provided on the website, or in the Products;

b) any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations thereof.

4.4 All the information contained in the Products has been obtained from sources believed to be reliable. The Seller does not warrant the accuracy, completeness adequacy or reliability of such information, which cannot be guaranteed to be free from errors.

4.5 All the Products that the Seller sells may, upon prior notice to the Buyer from time to time be modified by or substituted with similar Products meeting the needs of the Buyer. This modification shall not lead to the liability of the Seller, provided that the Seller ensures the substituted Product is similar to the Product initially ordered.

4.6 In the case where, after inspection, it is acknowledged that the Products contain defects, the Seller undertakes to replace the defective products as far as the supplies allow and without indemnities or compensation of any kind for labor costs, delays, loss caused or any other reason. The replacement is guaranteed for a maximum of two months starting from the delivery date. Any replacement is excluded for any event as set out in article 5 below.

4.7 The deadlines that the Seller is asked to state for the mailing of the Products are given for information only and are not guaranteed. If such deadlines are not met, it shall not lead to any damages or cancellation of the orders, except for non-acceptable delays exceeding [4] months from the stated deadline, without information from the Seller. In such case only, the Buyer shall be entitled to ask for a reimbursement of its first down payment to the exclusion of any further damages.

4.8 The Seller does not make any warranties, express or implied, including, without limitation, those of saleability and fitness for a particular purpose, with respect to the Products. Although the Seller shall take reasonable steps to screen Products for infection of viruses, worms, Trojan horses or other codes containing contaminating or destructive properties before making the Products available, the Seller cannot guarantee that any Product will be free from infection.

## 5. Force majeure

The Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and not the fault of the Seller.

# Terms and Conditions of Sales

## 6. Protection of the Seller's IPR

6.1 All the IPR attached to the Products are and remain the property of the Seller and are protected under French and international copyright law and conventions.

6.2 The Buyer agreed not to disclose, copy, reproduce, redistribute, resell or publish the Product, or any part of it to any other party other than employees of its company. The Buyer shall have the right to use the Products solely for its own internal information purposes. In particular, the Buyer shall therefore not use the Product for purposes such as:

- Information storage and retrieval systems;
- Recordings and re-transmittals over any network (including any local area network);
- use in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- Posting any Product to any other online service (including bulletin boards or the Internet);
- Licensing, leasing, selling, offering for sale or assigning the Product.

6.3 The Buyer shall be solely responsible towards the Seller of all infringements of this obligation, whether this infringement comes from its employees or any person to whom the Buyer has sent the Products and shall personally take care of any related proceedings, and the Buyer shall bear related financial consequences in their entirety.

6.4 The Buyer shall define within its company point of contact for the needs of the contract. This person will be the recipient of each new report in PDF format. This person shall also be responsible for respect of the copyrights and will guaranty that the Products are not disseminated out of the company.

## 7. Termination

7.1 If the Buyer cancels the order in whole or in part or postpones the date of mailing, the Buyer shall indemnify the Seller for the entire costs that have been incurred as at the date of notification by the Buyer of such delay or cancellation. This may also apply for any other direct or indirect consequential loss that may be borne by the Seller, following this decision.

7.2 In the event of breach by one Party under these conditions or the order, the non-breaching Party may send a notification to the other by recorded delivery letter upon which, after a period of thirty (30) days without solving the problem, the non-breaching Party shall be entitled to terminate all the pending orders, without being liable for any compensation.

## 8. Miscellaneous

All the provisions of these Terms and Conditions are for the benefit of the Seller itself, but also for its licensors, employees and agents. Each of them is entitled to assert and enforce those provisions against the Buyer.

Any notices under these Terms and Conditions shall be given in writing. They shall be effective upon receipt by the other Party.

The Seller may, from time to time, update these Terms and Conditions and the Buyer, is deemed to have accepted the latest version of these terms and conditions, provided they have been communicated to him in due time.

## 9. Governing law and jurisdiction

9.1 Any dispute arising out or linked to these Terms and Conditions or to any contract (orders) entered into in application of these Terms and Conditions shall be settled by the French Commercial Courts of Grasse, which shall have exclusive jurisdiction upon such issues.

9.2 French law shall govern the relation between the Buyer and the Seller, in accordance with these Terms and Conditions.



**2405 route des Dolines,  
06902 Sophia Antipolis  
France  
Email : [contact@knowmade.fr](mailto:contact@knowmade.fr)  
Web: [www.knowmade.com](http://www.knowmade.com)**