

★★★ <第26回知的財産翻訳検定試験【第14回和文英訳】> ★★★  
《 1 級課題 -知財法務実務- 》

【問 1】

On the other hand, as pointed out in the Notice of Reasons for Refusal, Cited Document 1 shows a method of rapidly inducing hypothermia in a human patient, and Cited Document 2 describes an "apparatus that promotes blood circulation and relieves pain by putting a living body under pulsed magnetic field". Cited Document 1 discloses promotion of decrease in body temperature by causing a heat transfer device to transfer heat from the body with which the device is in contact. Cited Document 1 also states that administering a vasodilator is preferable to dilate blood vessels in order to promote heat transfer. However, Cited Document 1 neither discloses nor suggests exposing a living body to a magnetic field to lower body temperature at all.

The electromagnetic health promoter described in Cited Document 2 has a box in which a plurality of electromagnets is arranged such that magnetic force acts on a human body in order to promote circulation of blood and to obtain an effect of relieving pain and the like. Meanwhile, as to the promoter, in order to eliminate necessity of application for permission as a medical tool, the magnetic force generated by the electromagnets is suppressed to less than 350 gauss, for example.

The Notice of Reasons for Refusal points out that addition of the function described in Cited Document 2 to the apparatus described in Cited Document 1 is not beyond the design ability of an ordinary person skilled in the art. However, simple combination of Cited Document 1 and Cited Document 2 only results in a configuration in which electromagnets are disposed at specific parts of a living body to apply a relatively weak magnetic force, and will never lead to a configuration of applying a comparatively strong alternating magnetic field or pulsed magnetic field to a whole living body being cooled as in the present invention. Thus, the simple combination will never be able to achieve the same effect as the body temperature lowering effect of the present invention.

In addition, as mentioned above, the problem set in Cited Document 2 is to "promote blood circulation and relieve pain by applying a pulsed magnetic field to a living body". In this respect, Cited Document 2 neither

discloses nor suggests an aspect of promoting cooling effect of a living body.

Therefore, we believe that it is definitely inappropriate to determine one skilled in the art could have easily invented the configuration of the present invention based on Cited Documents 1 and 2. This rationale also applies to the inventions of claims 2 to 4 dependent on claim 1.

【問 2】

Subject to the terms and conditions hereof, Licensor hereby grants Licensee an exclusive license to (1) merchandize the characters derived from the Picture and identified in Exhibit A hereto (the "Characters") as the products specified in Exhibit B hereto (the "Licensed Products") by three-dimensionally embodying such Characters in the Licensed Products, (2) manufacture and sell the Licensed Products only within the territories of the countries set out in Exhibit C hereto (the "Licensed Territories") during the time period set out in Exhibit C hereto for each Licensed Territory (the "Licensed Period") and (3) use the naming of the Picture and the Characters on the packaging of the Licensed Products.

Except for such warranties as provided in the preceding paragraph, Licensor hereby disclaims any warranty in respect of any right in or to the Picture and the Characters. If any invention as used in the Licensed Products or the manufacture thereof, any outer appearance design of the Licensed Products, any trademark pertaining to the name or art of the Picture or the Characters or any other element of the Licensed Products conflicts with, or incorporates therein, any third-party utility patent right, design patent right, trademark right, right under the unfair competition law or other intellectual property right, Licensee must clear and acquire at its expense and liability all rights or licenses required therefor in its exploitation of the license granted hereunder. Even if Licensee is prevented from exploiting the license granted hereunder due to such third-party right, Licensor shall have no obligation to mitigate or release any license fees as payable by Licensee hereunder or any other Licensee's obligations under this Agreement.