

【問 1】

On this point, as described in Notification of Reason(s) for Refusal, Cited Document 1 discloses a method of rapidly inducing hypothermia in a human patient, and Cited Document 2 discloses a "device causing pulsed magnetic field to act on a living body so as to improve blood circulation and relieve pain". Cited Document 1 discloses a heat transfer device by which heat from a part of body with which the device contacts is transferred, thereby prompting body temperature decrease. In addition, in Cited Document 1, it is preferable that vasodilator be administered to widen blood vessels for prompting heat transfer. However, Cited Document 1 does not disclose nor suggest to causing magnetic field to act on a living body serving as a subject of body temperature decrease.

The electromagnetic health promoter disclosed in Cited Document 2 includes a box in which a plurality of electrical magnets are disposed to cause magnetic force to act on a human body so as to obtain the effect of improving blood circulation and relieving pain or other physical suffering. In addition, to make it unnecessary for permission application as a medical device, the magnetic force produced by the electrical magnets is suppressed to, for example, less than 350 gauss.

Notification of Reason(s) for Refusal describes that adding the function disclosed in Cited Document 2 to the device disclosed in Cited Document 1 is within the scope a person skilled in the art could have designed as appropriate. However, the combination of Cited Document 1 and Cited Document 2 merely results in the structure in which an electrical magnet is disposed at a local of a living body to cause relatively small magnetic force to act on the body. From such a combination, a person skilled in the art could not have thought of the structure as the invention of the subject application in which a living body is cooled and a relatively large alternating magnetic field or pulsed magnetic field is acted on the whole of the living body. Accordingly, it is not possible to achieve the same effect as the body temperature decreasing effect of the invention of the subject application. Moreover, the object of Cited Document 2 itself is, as described above, to "causing pulsed magnetic field to act on a living body so as to improve blood circulation and relieve pain", and Cited Document 2 does not disclose nor suggest the viewpoint in prompting cooling effect of a living body. To conclude, a person skilled in the art could not have easily thought of the structure of the invention of the subject application on the basis of Cited Document 1 and Cited Document 2. The same is applied to the inventions according to Claims 2 to 4 that depend from Claim 1.

【問2】

Section 1 (License)

Under the terms of this Agreement, Licensor hereby grants Licensee an exclusive license to: (1) embody the characters in the Work specified in Exhibit A attached hereto (the "Characters") in a three-dimensional shape and commercialize it as a product specified in Exhibit A attached hereto ("Licensed Product"); (2) manufacture and sell the Licensed Product within the geographical territory of the countries specified in Exhibit C attached hereto ("Licensed Territory") during the period specified for each Licensed Territory in Exhibit C attached hereto ("Licensed Period"); and (3) use the name of the Work and the Characters on the packaging of the Licensed Product.

Section 10 (Warranties of right)

2. Licensor shall make no warranties with respect to the right of the Work and the Characters except for the warranty set forth in the preceding paragraph. Licensee shall, at its own cost and liability, ensure the right and license that are necessary to enforce the license set forth in this Agreement in the event any of Licensed Product, the invention used in the manufacture of Licensed Product, the appearance design of Licensed Product, name of the Work and the Characters, trademark(s) according to graphic(s), or other elements of Licensed Product infringes or incorporate a patent right, a design right, a trademark right, a right under the Unfair Competition Prevention Law, or other intellectual property right owned by a third party. Even when Licensee cannot enforce the license set forth in this Agreement upon the right of a third party, Licensor shall have no obligation to reduce or hold harmless Licensee from the license fee payable under this Agreement and the other obligation hereunder.