

Partial list of publications — D. C. Toedt III

Books

Editor and principal author, THE LAW & BUSINESS OF COMPUTER SOFTWARE (“LBCS”), published in 1990 by Clark Boardman Callaghan (now Thomson West), with annual updates through 2002 (another author took over subsequent updates).

Editor and principal author, 1987 LICENSING LAW HANDBOOK (Clark Boardman) (a precursor to the LBCS book).

Scholarly articles

Reengineering the Patent Examination Process: Two Suggestions, 81 J. PAT. & TRADEMARK OFF. SOC'Y 462 (1999) [[PDF](#)].

Software as ‘Machine DNA’: Arguments for Patenting Useful Computer Disks Per Se, 77 J. PAT. & TRADEMARK OFF. SOC'Y 275 (1995) [[PDF](#)].

The Model Software License Provisions: Precursor to a Gap-Filling Uniform License Statute, 18 RUTGERS COMPUTER & TECH. L.J. 521 (1992) [[PDF](#)].

Why Are We Re-Inventing the Wheel? Arguments Against Copyright Protection for Command-Driven Software Interfaces, 5 SOFTWARE L.J. 385 (1992).

Bonito Boats Follow-Up: Free Competition Public Interests vs. The Substantial Similarity Test—Does the Legislative History Actually Support Nonliteral Copyright Protection?, COMPUTER LAW., Jul. 1989, at 14.

Bonito Boats and the Primacy of the Patent System—Are There Implications for Software Copyrights?, COMPUTER LAW., Apr. 1987, at 12.

Defining “Package” in the Carriage of Goods by Sea Act, 60 TEXAS L. REV. 961 (1982) (student note) [[PDF](#)].

State Checks and Balances as Essentials of Sovereignty in Clean Air Act Rulemaking, 59 TEXAS L. REV. 581 (1981) (student note) [[PDF](#)].

Committee projects for ABA Section of Intellectual Property Law

Lead author, *Model Case Management Orders for Patent Cases* (annotated) (1998) [[PDF](#)].

Lead author, *Model Software License Provisions* (annotated) (1992).

Selected practitioner-oriented articles and presentations

Some Best Practices in Contract Drafting, Negotiation, and Administration, Association of Corporate Counsel Houston chapter, Feb. 2006, and State Bar of Texas Corporate Counsel Section, Aug. 2006 (with Irene Kosturakis and Don Butler) [[PDF](#)].

Three Things IP Attorneys Must Know About the Sarbanes-Oxley Act, HIPLA Galveston Institute, Oct. 2005 [[PDF](#)].

350-Plus Things I'm Glad I Knew – or Wish I'd Known – My First Year as General Counsel, ACC DOCKET, May 2005, at 81 (with Robert R. Robinson) (an editor-commissioned update of the 2001 article) [[PDF](#)]; *250 Things (and Counting) That I'm Glad I Knew—or Wish I'd Known—During My First Year as General Counsel*, ACCA DOCKET, Oct. 2001 (with Robert R. Robinson).

Reengineering the Inventor Interview, 78 J. PAT. & TRADE-MARK OFF. SOC'Y 19 (1996) [[PDF](#)].

Encryption: An Inexpensive Alternative to Escrow?, COMPUTER LAW., Nov. 1994, at 19.

Analyzing the New Dangers of Potential Patent Controversies: A General Guide, 41 BUS. LAW. 727 (1986) (with Willem G. Schuurman) [[PDF](#)].

Ensuring Ownership of Custom-Developed Computer Software: Guidelines for Contracting Companies, 49 TEXAS BAR J. 124 (1986) (with Michael O. Sutton)

Shipboard Information Handling Tools, U.S. NAVAL INSTITUTE PROCEEDINGS, Jan. 1981, at 104 [[PDF](#)].

Recent blog postings

I've written the blog *On Technology Law* (its current title) since 2003, posting commentary, case notes, a general-counsel [notebook](#), and the beginnings of a collection of practitioner [cheat sheets](#). Here are a few representative postings from 2009-2010:

Promoting trust [*in contract relationships*] via thoughtful dispute management [[link](#)]

Drafting for disputes: Keep individuals' personal interests in mind [[link](#)]

Sneak some demonstrative aids into the jury room – by making them contract exhibits [[link](#)]

It's OK to say "represents and warrants" instead of just one or the other (but you might not want to)
[\[link\]](#)

Here's a three-step way to identify contingencies that might need to be covered in a technology contract
[\[link\]](#)