

# Intellectual Property and Protecting Your Innovation



South Bank

WORKS

Michael Buckworth

26 January 2026

Enterprising  
Futures atLSBU



BUCKWORTHS



**Intellectual Property  
Protection for Startups**



# About Me

- Worked for two New York law firms doing £500m+ acquisitions
- Set up Buckworths in 2011
- Entrepreneur in residence at LSBU, UCL and City
- Founder of a legal tech start-up sold in 2022; ski-tech start-up and family law firm
- Author of Amazon-bestseller “Built on Rock”

@BuckworthsLaw





# What are we covering?

- What is intellectual property (IP)?
- Who owns IP?
- How to protect IP
- Registrations of IP vs contractual protections
- IP in software
- AI and IP
- Top tips to avoid issues with IP.



# What is Intellectual Property?

- All the intangible stuff that is created in the course of setting up and running a business or being involved in a project;
- IP protection attaches to the execution of an idea NOT to the idea itself - to protect ideas, contractual provisions are required;
- Intellectual Property can arise automatically without registration or as a result of registration.





- **Copyright:**
  - in literary works, musical/artistic works, sourcecode;
  - attaches to the expression of an idea in tangible form;
  - ownership arises automatically and belongs to the creator right – no need for registration.
- **Moral rights:**
  - belong to the creator of a work (the right to be identified as the author (the right of paternity), the right to object to derogatory treatment (the right of integrity), the right to object to false attribution, and the right to privacy in private films and photographs.
- **Design rights:**
  - protect the appearance, shape, configuration, decoration of a product - design must be new;
  - technical / functional designs are not capable of protection – there must be some “artistic flair”;
  - automatically arises once a design has been created;
  - grants a right to prevent copying, imports and sales of infringing design;
  - product must be sold within 5 years; protection lasts for 10 years.

## Unregistered IP





- **Jurisdiction**
  - EU (not including UK)
  - US – need to demonstrate usage to retain mark
- **Classes**
  - Trademarks limited to filed classifications of goods and services
  - Think broadly – what you do today and what you may be doing in the future
- **Infringement**
  - Carefully check competing and/or similar applications
  - Securing a registration does NOT mean that you are not infringing a prior registration or that your registration is enforceable
  - Beware of trademark squatting
- **Timing**
  - Patent: before the innovation is made public i.e. before commencement of trade
  - Trademark: ideally around commencement of trade
  - Design right: ideally around commencement of trade

## Considerations when registering IP





- **Design rights:**
  - registration fee payable (£60);
  - grants protection for 25 years.
- **Trademarks:**
  - monopoly right to use a brand or slogan in the course of trade in specified classes of goods and services;
  - limited to jurisdictions in which the mark has been unregistered;
  - registration for 10 years (and can be renewed);
  - valuable in terms of brand recognition;
  - note: unregistered marks protected by “passing off”.
- **Patents:**
  - protects new inventions - (i) new (ii) inventive step (iii) capable of use in industry;
  - patents define the scope of your invention;
  - 20 year protection for a granted patent – **not** capable of renewal;
  - a patent will only be granted if an invention has: (i) not been displayed publicly; (ii) not been available for sale.

## Registered IP





## Who owns IP?

### Ownership of IP

- by default IP is owned by the creator;
- in most countries IP owned by an employee of a business belongs to that business;
- its vital to ensure that every person who creates intellectual property signs an agreement to transfer that IP to your business.
  - co-founders – founders' agreement/service agreement
  - employees – employment contract
  - contractors – contractor agreement
  - Agencies – agency agreement



# How to protect IP

## Agreements

- IP transfer agreement;
- Non- disclosure agreement
- Non-compete provisions and restrictive covenants in:
  - employment contracts;
  - contractor agreements;
  - customer contracts;
  - licence agreements.

## Registrations

- Trademark
- Patent
- Design Right

## Commercialisation

- Become recognized for your product/service
- Be first to market
- Gain traction (and investment)





- **Registration:**
  - gives monopoly rights for a period of time;
  - only applicable to execution and not just an idea;
  - IP ends up in the public domain;
  - costs of enforcing IP protection in the event of infringement.
- **Contractual protection:**
  - can attach to the idea of not just its execution;
  - can be broader in terms of protection than a registration – *you will not set up a competing business*;
  - can also be more targeted – *you will not use this specific IP in the course of any trade OR you will not contact these clients*;
  - limits apply to enforceability:
    - evidential – NDAs have limited enforceability
    - restraint of trade – non-competes that prevent people from earning a living
    - costs of enforcement – often an injunction which is an expensive equitable remedy

## Registration vs contractual protections



- There are usually four types of IP in software as follows:
- **Developer IP:**
  - developers tend to build using architecture they have created previously;
  - this will likely belong to them and so will be licensed to you.
- **Third party IP:**
  - your app or website will be built using Wordpress or Bubble;
  - this code and software will be licensed to you.
- **Open source:**
  - common functionality is often subject to an open source licence;
  - this means that it belongs to a community of developers and is licensed to you;
  - open source licences are copyleft or permissive: copyleft licences are problematic as all improvements and developments of the code itself becomes open source.
- **Bespoke:**
  - this is the code built specifically for you;
  - this is what you want transferred to you.

## IP in software





- **Use of AI:**
  - Ownership of AI-generated content is governed by the Ts and Cs of the platform;
  - Content is usually owned by platform under free licences; content is usually owned by user under paid/enterprise licences;
  - IP only arises in a creative work in which there has been material human input;
  - AI generated image or text does not contain IP as there has been no material human input;
  - To own IP, the content must be changed.
- **Top tips**
  - AI is helpful as a guide for research, ideation and to summarise your datasets
  - It is NOT accurate - you have no control of external data
  - To get the most out of AI, input your own data in a closed environment and ask AI to summarise it, identify trends, rewrite your content.

## AI and IP



## Top tips to avoid problems

- don't use unlicensed images;
- don't use other people's logo on your website;
- don't copy other people's content or layouts;
- use AI in compliance with policies;
- check and record the open-source licences you are using;
- don't sign documents unless you understand what you are signing;
- don't commercialise other people's IP; and
- speak to your tutor if you are unsure about any aspect of what you are doing.



# Homework Instructions

- You must send the deliverables detailed herein to Monica Maurici [monica.maurici@lsbu.ac.uk](mailto:monica.maurici@lsbu.ac.uk) by **4pm on 9 February 2026**.
- Michael will then review the deliverables and provide any feedback so that you are ready to apply for a trademark and/or put in place IP transfer agreements at the appropriate time.



# Homework task 1

- Check for classifications of goods and services relevant to your business for which you would file a trademark using this tool: <https://www.search-uk-trade-mark-classes.service.gov.uk/searchclasses>
- Save descriptions into an excel spreadsheet categorized by class number.



## Homework task 2

- Using the classes you have identified, check for competing marks (i.e. those that are the same or similar as your brand in the same classes as you) using this tool: <https://trademarks.ipo.gov.uk/ipo-tmtext>
- Remember to put the class numbers into the “Classifications” section of the form.
- Save any marks that concern you into an excel or word document including the link to the relevant trademark on the IPO website.



## Homework task 3

- Prepare an IP transfer agreement using the precedent provided to you for each of you and any co-founder of your business.
- You must get every person who creates IP for your business to sign one of these agreements.
- Monica will send you the IP transfer agreement precedent in word format.

# Next Steps

## Events



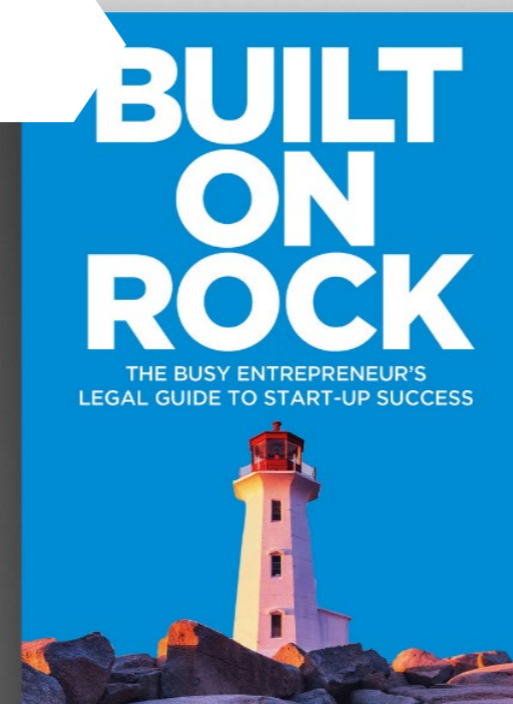
Follow our upcoming events at [buckworths.com/events](https://buckworths.com/events)

## Insights



Learn more on our insights page at [buckworths.com/insights](https://buckworths.com/insights)

## Book



Download Chapter 1 for **FREE** at [buckworths.com/built-on-rock-michael-buckworth](https://buckworths.com/built-on-rock-michael-buckworth)

## Follow us



Stay up to date and follow [@BuckworthsLaw](https://www.facebook.com/BuckworthsLaw) on [Facebook](#), [Twitter](#), [Instagram](#) and [LinkedIn](#)

# Contact Us



BUCKWORTHS

2<sup>nd</sup> Floor, 1-3 Worship Street,  
London, EC2A 2AB

E: [office@buckworths.com](mailto:office@buckworths.com)

T: 020 7952 1723



@BuckworthsLaw