

## *An Infringing “Offer to Sell” in a Global Economy*

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This Article will consider what circumstances should warrant infringement for an “offer to sell in the United States” under 35 U.S.C. § 271. It begins by determining what level of commercial activity will qualify as an “offer to sell”, drawing on theoretical frameworks, patent law’s “on sale bar”, and general contract law doctrine. This analysis should help answer questions such as “When does activity amount to an offer?” and “Will an offer to lease count as an offer to sell?” The Article next analyzes when an offer will be considered “in the United States” such that U.S. patent law will apply to the offer to sell. The paper concludes that at the margins, courts should tend toward a broad definition of “offer” and “in the “United States”.