

# 10 Fashion IP Mistakes That Hand Your Brand to a Copycat

*The protection gaps that quietly cost founders their name, their look, and their leverage — and the fix for each.*

- 1 Showing the design before you protect it.**  
A post, a pitch, a pop-up, or a single pre-order can start a clock and forfeit patent rights you never filed for.  
**The fix:** file a provisional and/or design patent before any public reveal; share early work only under an NDA or NNN.
- 2 Sending tech packs and samples with no NNN.**  
Factories and freelancers can copy, re-sell, or quietly produce a competing run of your design.  
**The fix:** sign an NNN (non-disclosure, non-use, non-circumvention) before anything leaves your hands.
- 3 Choosing the wrong patent — or assuming you can't get one.**  
Design patents protect how it looks; utility patents protect how it works. Many garments qualify for both, and most founders file neither.  
**The fix:** triage what is new — the look, the function, or both — and file the right type(s).
- 4 Treating the brand name casually — no trademark.**  
The name is often worth more than the product. An unregistered or weak mark can't stop copycats or unauthorized sellers.  
**The fix:** clear and register the word mark first, then the logo.
- 5 Ignoring copyright on prints, patterns, and artwork.**  
Original surface designs are copyrightable, but without registration you lose the strongest remedies, including statutory damages.  
**The fix:** register copyright on your original prints, patterns, and artwork.
- 6 Overlooking trade dress — your distinctive overall look.**  
A signature, non-functional look can be protectable, but only if you identify and consistently police it.  
**The fix:** document your distinctive look and protect it as trade dress.
- 7 Selling under your personal name with no entity.**  
No LLC means personal liability and tangled ownership of the very IP that gives the brand its value.  
**The fix:** form the entity before you sell anything, and assign all IP into it.
- 8 Letting the manufacturer own (or co-own) your IP.**  
Without a written assignment, the factory or pattern-maker may hold rights to what they helped create.  
**The fix:** use the three-contract system — NNN, a product-development & IP-assignment agreement, and a manufacturing agreement.
- 9 Expanding abroad before filing abroad.**  
IP rights are territorial. Sell first and a local operator can register your mark or design out from under you.  
**The fix:** file in a country before you sell in it; budget filings for your key markets.
- 10 Filing once and forgetting it.**  
Patents lapse without maintenance fees; trademarks weaken without use, renewal, and enforcement.  
**The fix:** docket maintenance at 3.5, 7.5, and 11.5 years, renew your marks, and monitor and enforce.

*Every one of these is avoidable — if you protect in the right order. That sequence is the whole point of **Own the Label**.*