

Bus 241 - Spring 2010 - Exam No. 2

You have 130 minutes to complete this examination. This is a closed book exam. All other study materials, including back packs and purses, must be placed on the floor.

Please be sure to answer all questions on the exam. There are TWELVE (12) pages and 100 questions to this exam -- 45 True False, and 55 multiple choice. Count to make sure that you have all the pages and review your exam to make sure that you do not miss answering any pages or questions of the exam.

There are 155 points on this exam. There are seven bonus points, so you must score a 148 points for a percentage score of 100.00%

USE A FOR TRUE AND B FOR FALSE IN THE TRUE/FALSE SECTION.

PLEASE BE SURE TO TURN IN THE EXAM WITH YOUR NAME ON THE FIRST PAGE OF THE EXAM YOU WERE GIVEN. IF YOU FAIL TO PUT YOUR NAME ON A COPY OF THE EXAM, YOU MAY BE GIVEN A -0- FOR THE EXAM.

ANSWERS SHOULD BE ENTERED ON THE MACHINE READABLE FORM. PLEASE BE SURE TO USE PENCIL SO THAT YOUR ANSWERS CAN BE READ BY THE GRADING MACHINE. PLEASE BE SURE TO ALSO INCLUDE YOUR STUDENT ID NUMBER ON THE ANSWER SHEET.

You should try and provide answers for all questions, as there is no penalty for a wrong answer, and it counts the same as an omitted question. A correct answer for the True/False section is worth 1 point, while a correct answer for a multiple choice question is worth 2 points. In the multiple choice section there are often two answers which may appear to potentially be correct. You must choose the response which answers the question the best.

You must use a number 2 pencil when filling out the exam. Failure to use a pencil will result in a 5 point penalty. There are two versions to this exam. You must indicate "1" in special codes for version A and "2" in special codes for version B. Failure to provide this information on you answer sheet will result in 10 point penalty. You must put your student id number in where the answer sheet provides for "social security number" Failure to follow these directions will result in a 10 point penalty.

Any lack of clarity with regard to your answer choice may result in you not being awarded points for your answer. Good Luck.

True/False

Indicate whether the statement is true or false.

- _____ 1. Larceny relies on stealth while robbery relies on fear and force.
- _____ 2. A service mark is used to distinguish products produced by the federal government from those produced by private corporations.
- _____ 3. It is a crime to use the mail to defraud the public.
- _____ 4. To establish trademark dilution, an alleged infringer's use of a mark identical to a "famous" mark must actually reduce the value of that mark.
- _____ 5. The TRIPS agreement includes copyright protection for computer programs.
- _____ 6. In determining whether copyright protection should be granted, what is copyrightable is the particular way in which an idea is expressed.
- _____ 7. An applicant cannot register a trademark on the basis of an *intention* to use the mark in commerce.
- _____ 8. In determining whether a use of a copyrighted work is infringement under the "fair use" doctrine, the *least* important factor is the effect of the use on the market for the work.
- _____ 9. Most crimes must be prosecuted within a certain period of time.
- _____ 10. Because the Internet is vast, the unauthorized use of another's mark in a domain name is generally permissible.
- _____ 11. An arbitrary use of ordinary words may *not* be trademarked.
- _____ 12. An agreement includes an offer and an acceptance.
- _____ 13. Embezzlement can be committed only by physically taking property from the possession of another.
- _____ 14. A person may not be responsible for a criminal act if, as a result of a mental defect, he or she did not appreciate the wrongfulness of the act.

Name: _____

ID: A

- ___ 15. Forfeiture of a business interest and dissolution of a business are possible penalties under RICO.
- ___ 16. Intentionally taking and distributing pirated, copyrighted works to others is a crime.
- ___ 17. Stealing computer time is *not* a crime.
- ___ 18. Only white-collar crimes are prosecuted under RICO.
- ___ 19. The doctrine of quasi contract applies only if there is an actual contract.
- ___ 20. At a criminal trial, the burden of proof is on an accused person to prove his or her innocence.
- ___ 21. Informal contracts are usually based on substance rather than form.
- ___ 22. Corporations cannot be compelled to give testimony that might subject them to criminal liability.
- ___ 23. The prosecution in a criminal case need only establish by a preponderance of the evidence that the defendant committed the crime.
- ___ 24. Patent infringement occurs only if an invention is copied in its entirety.
- ___ 25. A promisee is a person who makes a promise.
- ___ 26. An offer to form a *bilateral* contract is accepted by a promise to perform.
- ___ 27. It is possible to copyright an idea.
- ___ 28. Forgery includes counterfeiting.
- ___ 29. Each member country of the TRIPS agreement must include in its domestic laws broad intellectual property rights.
- ___ 30. The theft of trade secrets is not a crime unless a contract is breached.
- ___ 31. A patent cannot be obtained for a plant or an animal.
- ___ 32. Criminal liability depends on a specific state of mind or intent.
- ___ 33. Pricing information cannot be a trade secret.
- ___ 34. A party who confers a benefit on someone else unnecessarily can recover the cost under the principle of quasi contract.
- ___ 35. Ignorance of the law is a defense to criminal liability.
- ___ 36. A dilution cause of action requires proof that consumers are likely to be confused by a connection between a trademark and its unauthorized use.

- _____ 37. An offeror is a person who makes an offer.
- _____ 38. A crime punishable by imprisonment in a federal or state penitentiary for any period of time is a misdemeanor.
- _____ 39. An American who writes a book has copyright protection in every country in the world.
- _____ 40. A criminal suspect does *not* have a right to remain silent.
- _____ 41. Contract disputes rarely arise on a promise of *future* performance.
- _____ 42. Under the plain meaning rule, a court will enforce a contract, in which the writing is clear and unequivocal.
- _____ 43. A certification mark is used to distinguish products produced by the federal government from those produced by private corporations.
- _____ 44. A quasi contract is not an actual contract.
- _____ 45. Federal law prohibits the unauthorized commercial use of a trademark.

Multiple Choice

Identify the choice that best completes the statement or answers the question.

- _____ 46. USA Transport Company uses a mark associated with its name to distinguish its services from those of other transport firms. The mark is
 - a. a certification mark.
 - b. trade dress.
 - c. a collective mark.
 - d. a service mark.
- _____ 47. Bob claims that Carol breached their contract. Carol responds that she never intended to enter into a contract with Bob. The intent to enter into a contract is determined with reference to
 - a. the conscious theory of contracts.
 - b. the personal theory of contracts.
 - c. the subjective theory of contracts.
 - d. the objective theory of contracts.
- _____ 48. Phil invents new Web site design software and applies for a patent. If Phil is granted a patent, his invention will be protected
 - a. for the life of the inventor plus seventy years.
 - b. forever.
 - c. for ten years.
 - d. for twenty years.
- _____ 49. Scot and Tiffany enter into an implied-in-fact contract. The parties' conduct
 - a. finds the contract's facts.
 - b. defines the contract's terms.
 - c. terminates any unintended consequences.
 - d. undercuts any terms based on the facts.

- _____ 50. *Blog* magazine buys and publishes an article by Cleo. Later, *Blog* markets a Web site database that contains a compilation of *Blog* articles, including Cleo's, without her consent. *Blog* has committed
- copyright infringement.
 - trademark infringement.
 - theft of trade secrets.
 - patent infringement.
- _____ 51. Finest Products Company and Great Goods, Inc., use the mark "Good Housekeeping Seal of Approval" to certify the quality of their products. Finest and Great are not in business together and do not own this mark. The mark is
- a service mark.
 - a collective mark.
 - a certification mark.
 - trade dress.
- _____ 52. Earl, driving while intoxicated, causes a car accident that results in the death of Frank. Earl is arrested and charged with a felony. A felony is a crime punishable by death or imprisonment for more than
- six months.
 - thirty days.
 - ten years.
 - one year.
- _____ 53. Bait 'n Tackle Corporation switches trademarks on products that it buys to sell to consumers. This is
- forgery.
 - larceny.
 - robbery.
 - burglary.
- _____ 54. Beth claims that her contract with Carl is voidable. If the contract is avoided
- only Beth is released from it.
 - both parties are released from it.
 - only Carl is released from it.
 - neither party is released from it.
- _____ 55. Jiffy Software, Inc., a U.S. manufacturer, files a suit against Kawa, Ltd., a Japanese software maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Jiffy is entitled to receive
- the same treatment as Kawa.
 - worse treatment than Kawa.
 - better treatment than Kawa.
 - nothing.
- _____ 56. Mike is arrested at a warehouse in North Industrial Park. A government prosecutor issues a formal charge against Mike for receiving stolen property. This charge is
- an indictment.
 - an arraignment.
 - an information.
 - an inquisition.

- _____ 57. Tige steals United Network, Inc.'s (UNI) computer time and the use of UNI's phones. Tige commits larceny when he steals
- neither the computer time nor the use of the phones.
 - the computer time or the use of the phones.
 - the use of the phones only.
 - the computer time only.
- _____ 58. The graphics used in "Go!," a handheld computer game featuring racecars, are protected by
- trade secrets law.
 - copyright law.
 - trademark law.
 - patent law.
- _____ 59. Newt and Odell enter into a bilateral contract, which is created when Newt gives a promise in exchange for Odell's
- performance.
 - particular act.
 - promise.
 - prudent awareness.
- _____ 60. Dian points a gun at Edie, threatening to shoot her unless she takes a certain file from Great Pharmaceutical Corporation. Charged with theft, Edie can successfully claim as a defense,
- consent.
 - duress.
 - self-defense.
 - entrapment.
- _____ 61. Lana applies for a firefighter's job with Metro City, which responds with a letter setting an appointment for a medical exam. The letter also states that it is "a conditional employment offer." Based on the court's reasoning in Case 7.1, *Ardito v. City of Providence*, this letter is
- no contract.
 - a quasi contract on which Lana can rely for employment.
 - a unilateral contract that Lana can accept by passing the exam.
 - a bilateral contract that Lana accepted by applying for the job.
- _____ 62. Eve and Frank enter an express contract for the construction of an office building. Express contract terms are given
- more priority than the prior dealing, course of performance, and trade usage.
 - less priority than the trade usage in that particular industry.
 - less priority than the parties' prior dealing.
 - less priority than the parties' course of performance.
- _____ 63. Rory designs a new computer hard drive, which he names "Sci Phi." He also writes the operating manual to be included with each final product. Rory could obtain patent protection for
- the operating manual only.
 - the hard drive, the name, and the operating manual.
 - the hard drive only.
 - the name only.

- _____ 64. Jay is charged with embezzlement. Embezzlement is *not* robbery because embezzlement may be committed without
- a criminal intent.
 - a criminal act.
 - the use of force or fear.
 - taking property from its owner.
- _____ 65. Ernie's Good Eatin' Cafe uses a distinctive decor, layout, menu, and style of service. This restaurant's image and overall appearance is
- trade dress.
 - a service mark.
 - a certification mark.
 - a collective mark.
- _____ 66. Abby and Ben copy and exchange MP3 music files over the Internet without anyone's permission. With respect to songs owned by Charter Recording Company, this is
- fair use.
 - licensing.
 - copyright infringement.
 - protected expression.
- _____ 67. Don contracts to tutor Ellen in the principles of business law. For the breach of a contractual promise, contract law entitles innocent parties to
- any relief that a court wants to provide.
 - any relief that a defendant wants to concede.
 - any relief that a plaintiff wants to seek.
 - some forms of relief.
- _____ 68. Max begins to perform, intending that the completion of his performance act as an acceptance of Nia's offer, which can only be accepted by the completion of the act. Nia can revoke her offer any time
- before Max indicates that he will perform.
 - before Max completes performance of the act.
 - before Max has substantially begun performance of the act.
 - after Nia makes it.
- _____ 69. Mary, who is charged with a crime, claims that Nick, a government agent, entrapped her. For entrapment to be a valid defense
- Mary must not have been predisposed to commit the crime.
 - Nick must have suggested that the crime be committed.
 - Nick must have pressured Mary into committing the crime.
 - all of the choices.
- _____ 70. A-One Pavers, Inc., contracts with Buyers Outlet Mall Corporation to repave Buyers's parking lot. The elements of a contract do *not* include
- consideration.
 - legality.
 - practicality.
 - contractual capacity.

- _____ 71. Uma promises to buy a house from Viola, who promises to vacate the property on July 1. If these promises are in writing, they are most likely
- enforceable.
 - void.
 - voidable.
 - unenforceable.
- _____ 72. Phil sets fire to his house. At common law, the crime of arson could be committed only if a person burned down
- his or her own house.
 - an unoccupied structure.
 - the house of another person.
 - a commercial building.
- _____ 73. In negotiations with Delta Distribution Company, Excel Trucking, Inc., insists that their contract be drafted according to certain plain language laws, which concern the phrasing of
- contracts.
 - court documents only.
 - government forms only.
 - statutes only.
- _____ 74. Cathy assures Dylan that she will deliver his products as he directs. An assertion that one will do something in the future is part of the definition of
- a promise.
 - a declaration.
 - a moral obligation.
 - an ethical principle.
- _____ 75. Jack receives an MP3 player stolen from Kelly. To be criminally liable, Jack
- need not know that the player is stolen or that Kelly is the true owner.
 - must know that the player is stolen and that Kelly is the true owner.
 - must know only that the player is stolen.
 - must know only that Kelly is the true owner.
- _____ 76. Britney, an employee of Cartel Corporation, is arrested at work. A grand jury issues a formal charge against Britney for larceny. This charge is
- an information.
 - an indictment.
 - an arraignment.
 - an inquisition.
- _____ 77. Donna makes and distributes copies of *Every Good Boy Does Fine*, a movie copyrighted by Great Films Corporation, without Great Films' permission. Donna may be liable for
- damages, fines, or imprisonment.
 - damages only.
 - fines or imprisonment only.
 - nothing.

- _____ 78. After Edie solicits investors to invest in a nonexistent business, she is charged with "mail fraud." This requires, among other things,
- a. deceiving postal authorities as to the content of an item of mail.
 - b. depositing items in the postal system without proper postage.
 - c. claiming that an item is "in the mail" when it is not.
 - d. mailing or causing someone else to mail a writing.
- _____ 79. Laura and Mike enter into what Laura later claims is a contract. In deciding whether a valid contract was formed, a court will *not* look at
- a. the circumstances surrounding the alleged contract.
 - b. the parties' subjective beliefs at the time of the alleged contract.
 - c. the parties' conduct at the time of the alleged contract.
 - d. the parties' statements at the time of the alleged contract.
- _____ 80. Fiona invents a new deep-sea fishing net, which she names "Great Catch." She also writes the operating manual to be included with each net. Fiona could obtain copyright protection for
- a. the manual only.
 - b. the name only.
 - c. the manual, the net, and the name.
 - d. the net only.
- _____ 81. Energo, Inc., designs and makes a fuel injection system that copies Fuel-In Corporation's designs without Fuel-In's permission. This is most likely
- a. trademark infringement.
 - b. copyright infringement.
 - c. service mark infringement.
 - d. patent infringement.
- _____ 82. Ben is a computer technician with the skills to hack into any unprotected computer. The Computer Access Device and Computer Fraud and Abuse Act of 1984 prohibits Ben from obtaining unauthorized access to
- a. information in a consumer reporting agency's files on consumers.
 - b. restricted government information.
 - c. information in a financial institution's financial records.
 - d. all of the choices.
- _____ 83. Cathy uses, on her new recording *Drive By*, the melody of a song written by Earl, without Earl's permission. This is
- a. trademark infringement.
 - b. patent infringement.
 - c. copyright infringement.
 - d. none of the choices.
- _____ 84. Jim is indicted for a crime. Before he is arrested, he confesses to the crime in a conversation with Kelly, the arresting officer. Kelly then arrests Jim and advises him of the right to counsel. Jim waives the right and repeats his confession. Later, Jim claims that his initial statement should be excluded as evidence from his trial. The statement will most likely be
- a. admitted because Jim repeated it after being advised of his rights.
 - b. admitted because Jim knew he did the crime and confessed.
 - c. excluded because it was elicited before Jim was advised of his rights.
 - d. excluded because a confession is not admissible in a criminal trial.

- _____ 85. Carol buys Dan's book, *Expedition!*, photocopies more than half of it without his permission, and sells the copies without paying him royalties. This is
- copyright infringement.
 - fair use.
 - protected expression.
 - licensing.
- _____ 86. Holly enters into a contract to design robotic software for Interstate Assembly Corporation. The freedom to enter into contracts is
- a principle that describes contracting parties' intent.
 - an ambiguous business goal that is irrelevant in terms of the law
 - a philosophical concept that underlies international law.
 - a fundamental public policy of the United States.
- _____ 87. Adams Accounting Services and Best Products, Inc., enter into a contract. Terms in the contract that are the subject of separate negotiation are considered subordinate to
- standardized terms.
 - terms that can be understood only by lawyers and judges.
 - terms that are not negotiated separately.
 - none of the choices.
- _____ 88. Doug gains access to government records and alters certain dates and amounts in his favor. This is
- larceny.
 - forgery.
 - embezzlement.
 - robbery.
- _____ 89. Jay tells Kim that he will buy her textbook from the last semester for \$80. Kim agrees. Jay and Kim have
- an implied-in-law contract.
 - an express contract.
 - a quasi contract.
 - an implied-in-fact contract.
- _____ 90. Employment Sources, Inc., enters into a contract with Fred. If Fred is a minor, this contract is most likely
- voidable.
 - unenforceable.
 - void.
 - enforceable.
- _____ 91. Standard Corporation can *not* claim a trademark in the phrase "Quality Is Standard" if the phrase
- is generic.
 - is memorable.
 - is descriptive.
 - has a secondary meaning.

- _____ 92. George owns Murphy's Grill, a restaurant in a small town in Ohio. Without George's consent, Food Business, Inc., opens a club in New York City called Murphy's and begins to use "murphys" as part of the URL for the club's Web site. Food Business has committed
- copyright infringement.
 - trademark dilution.
 - patent infringement.
 - none of the choices.
- _____ 93. Copy Products, Inc., uses, in its ads, a trademark that is similar, but not identical, to a distinctive mark used by Durable Goods, Inc. Copy's use of the mark is actionable
- regardless of whether consumers are confused or Copy and Durable are competitors.
 - only if consumers are confused *and* Copy and Durable are competitors.
 - only if Copy and Durable are competitors.
 - only if consumers are confused.
- _____ 94. Phil enters into a contract with Quality Resorts, Inc., to work as a chef. Under the plain meaning rule, the meaning of this contract must be determined by reference to
- any available evidence.
 - any relevant extrinsic evidence.
 - the face of the instrument.
 - the later testimony of the parties.
- _____ 95. Jared is charged with a crime. Almost all federal courts and some state courts would not hold Jared liable if, at the time of the offense, as a result of a mental disease or defect, Jared lacked substantial capacity to
- appreciate the wrongfulness of his conduct only.
 - appreciate the wrongfulness of his conduct *and* obey the law.
 - obey the law only.
 - appreciate the wrongfulness of his conduct *or* obey the law.
- _____ 96. Dina, a businessperson, is charged with RICO offenses. Dina may be subject to penalties under RICO for a "pattern of racketeering activity" only if she
- intends to commit future RICO offenses.
 - was previously convicted of a crime.
 - has never been convicted of a crime.
 - committed two or more certain federal or state crimes.
- _____ 97. Gamma Corporation allows Kappa Company to use Gamma's trademark as part of Kappa's domain name. This is
- dilution.
 - a license.
 - litigious.
 - an injunction.
- _____ 98. Federal Oil Company and Great Apartments, Inc., sign a contract in which Federal agrees to deliver heating oil in exchange for Great's promise to pay for it. Federal delivers the oil. The contract is
- executory on the part of Great.
 - fully executed.
 - neither executed nor executory on the part of either party.
 - executory on the part of Federal.

Name: _____

ID: A

- ____ 99. Bernice, an employee of City Bank, is charged with embezzlement, which requires
- a. obtaining lawful possession of property.
 - b. fraudulently appropriating another's property.
 - c. the use of force or fear.
 - d. physically taking property from its owner.
- ____ 100. Ben wrongfully takes an unopened carton from a City Warehouse loading dock, puts the carton in his car, and drives away. A person who wrongfully or fraudulently takes and carries away another's personal property is guilty of
- a. robbery.
 - b. forgery.
 - c. burglary.
 - d. larceny.

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Answer Section

TRUE/FALSE

- | | |
|--|---|
| 1. ANS: T PTS: 1
NAT: AACSB Analytic | REF: 128 OBJ: TYPE: +
LOC: AICPA Critical Thinking |
| 2. ANS: F PTS: 1
NAT: AACSB Reflective | REF: 105 OBJ: TYPE: =
LOC: AICPA Legal |
| 3. ANS: T PTS: 1
NAT: AACSB Analytic | REF: 130 OBJ: TYPE: =
LOC: AICPA Legal |
| 4. ANS: F PTS: 1
NAT: AACSB Reflective | REF: 103 OBJ: TYPE: N
LOC: AICPA Legal |
| 5. ANS: T PTS: 1
NAT: AACSB Reflective | REF: 117 OBJ: TYPE: =
LOC: AICPA Legal |
| 6. ANS: F PTS: 1
NAT: AACSB Analytic | REF: 110 OBJ: TYPE: N
LOC: AICPA Critical Thinking |
| 7. ANS: F PTS: 1
NAT: AACSB Analytic | REF: 104 OBJ: TYPE: +
LOC: AICPA Legal |
| 8. ANS: F PTS: 1
NAT: AACSB Analytic | REF: 111 OBJ: TYPE: +
LOC: AICPA Critical Thinking |
| 9. ANS: T PTS: 1
NAT: AACSB Analytic | REF: 135 OBJ: TYPE: =
LOC: AICPA Legal |
| 10. ANS: F PTS: 1
NAT: AACSB Reflective | REF: 107 OBJ: TYPE: N
LOC: AICPA Legal |
| 11. ANS: F PTS: 1
NAT: AACSB Reflective | REF: 105 OBJ: TYPE: =
LOC: AICPA Legal |
| 12. ANS: T PTS: 1
NAT: AACSB Analytic | REF: 153 OBJ: TYPE: =
LOC: AICPA Legal |
| 13. ANS: F PTS: 1
NAT: AACSB Analytic | REF: 129 OBJ: TYPE: =
LOC: AICPA Legal |
| 14. ANS: T PTS: 1
NAT: AACSB Analytic | REF: 133 OBJ: TYPE: +
LOC: AICPA Legal |
| 15. ANS: T PTS: 1
NAT: AACSB Analytic | REF: 132 OBJ: TYPE: =
LOC: AICPA Legal |
| 16. ANS: T PTS: 1
NAT: AACSB Analytic | REF: 113 OBJ: TYPE: +
LOC: AICPA Legal |
| 17. ANS: F PTS: 1
NAT: AACSB Reflective | REF: 128 OBJ: TYPE: =
LOC: AICPA Legal |
| 18. ANS: F PTS: 1
NAT: AACSB Analytic | REF: 132 OBJ: TYPE: N
LOC: AICPA Legal |
| 19. ANS: F PTS: 1
NAT: AACSB Reflective | REF: 159 OBJ: TYPE: +
LOC: AICPA Legal |
| 20. ANS: F PTS: 1
NAT: AACSB Analytic | REF: 125 OBJ: TYPE: N
LOC: AICPA Legal |
| 21. ANS: T PTS: 1
NAT: AACSB Analytic | REF: 156 OBJ: TYPE: N
LOC: AICPA Critical Thinking |

22.	ANS: F	PTS: 1	REF: 137	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
23.	ANS: F	PTS: 1	REF: 125	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
24.	ANS: F	PTS: 1	REF: 109	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
25.	ANS: F	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
26.	ANS: T	PTS: 1	REF: 154	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
27.	ANS: F	PTS: 1	REF: 110	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
28.	ANS: T	PTS: 1	REF: 128	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
29.	ANS: T	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
30.	ANS: F	PTS: 1	REF: 116	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
31.	ANS: F	PTS: 1	REF: 108	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
32.	ANS: T	PTS: 1	REF: 126	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
33.	ANS: F	PTS: 1	REF: 115	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Legal	
34.	ANS: F	PTS: 1	REF: 158	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
35.	ANS: F	PTS: 1	REF: 134	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
36.	ANS: F	PTS: 1	REF: 107	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
37.	ANS: T	PTS: 1	REF: 154	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
38.	ANS: F	PTS: 1	REF: 132	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
39.	ANS: F	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
40.	ANS: F	PTS: 1	REF: 138	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
41.	ANS: F	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
42.	ANS: T	PTS: 1	REF: 160	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
43.	ANS: F	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
44.	ANS: T	PTS: 1	REF: 158	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	

45. ANS: T	PTS: 1	REF: 103	OBJ: TYPE: +
NAT: AACSB Analytic		LOC: AICPA Legal	

MULTIPLE CHOICE

46. ANS: D	PTS: 1	REF: 105	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
47. ANS: D	PTS: 1	REF: 153	OBJ: TYPE: =
NAT: AACSB Analytic		LOC: AICPA Legal	
48. ANS: D	PTS: 1	REF: 108	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
49. ANS: B	PTS: 1	REF: 156	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
50. ANS: A	PTS: 1	REF: 111	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
51. ANS: C	PTS: 1	REF: 105	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
52. ANS: D	PTS: 1	REF: 133	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
53. ANS: A	PTS: 1	REF: 128	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
54. ANS: B	PTS: 1	REF: 157	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
55. ANS: A	PTS: 1	REF: 116	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
56. ANS: C	PTS: 1	REF: 139	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
57. ANS: B	PTS: 1	REF: 128	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
58. ANS: B	PTS: 1	REF: 110	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
59. ANS: C	PTS: 1	REF: 154	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
60. ANS: B	PTS: 1	REF: 134	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
61. ANS: C	PTS: 1	REF: 155	OBJ: TYPE: =
NAT: AACSB Communication		LOC: AICPA Legal	
62. ANS: A	PTS: 1	REF: 161	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
63. ANS: C	PTS: 1	REF: 108	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
64. ANS: C	PTS: 1	REF: 129	OBJ: TYPE: N
NAT: AACSB Reflective		LOC: AICPA Legal	
65. ANS: A	PTS: 1	REF: 105	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	
66. ANS: C	PTS: 1	REF: 113	OBJ: TYPE: =
NAT: AACSB Reflective		LOC: AICPA Legal	

67.	ANS: D	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
68.	ANS: C	PTS: 1	REF: 155	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
69.	ANS: D	PTS: 1	REF: 135	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
70.	ANS: C	PTS: 1	REF: 153	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
71.	ANS: A	PTS: 1	REF: 157	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
72.	ANS: C	PTS: 1	REF: 128	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
73.	ANS: A	PTS: 1	REF: 160	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
74.	ANS: A	PTS: 1	REF: 152	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
75.	ANS: C	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
76.	ANS: B	PTS: 1	REF: 139	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
77.	ANS: A	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
78.	ANS: D	PTS: 1	REF: 130	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
79.	ANS: B	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
80.	ANS: A	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
81.	ANS: D	PTS: 1	REF: 109	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
82.	ANS: D	PTS: 1	REF: 143	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
83.	ANS: C	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
84.	ANS: C	PTS: 1	REF: 138	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
85.	ANS: A	PTS: 1	REF: 111	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
86.	ANS: D	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
87.	ANS: D	PTS: 1	REF: 161	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
88.	ANS: B	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
89.	ANS: B	PTS: 1	REF: 156	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
90.	ANS: A	PTS: 1	REF: 157	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	

91.	ANS: A	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
92.	ANS: D	PTS: 1	REF: 107	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
93.	ANS: A	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
94.	ANS: C	PTS: 1	REF: 160	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
95.	ANS: D	PTS: 1	REF: 133	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
96.	ANS: D	PTS: 1	REF: 132	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
97.	ANS: B	PTS: 1	REF: 107	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
98.	ANS: A	PTS: 1	REF: 157	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
99.	ANS: B	PTS: 1	REF: 129	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
100.	ANS: D	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	

	<u> T </u> 15.	<u> T </u> 37.	<u> A </u> 50.	<u> B </u> 57.
	<u> T </u> 16.	<u> F </u> 38.		
	<u> F </u> 17.	<u> F </u> 39.		
	<u> F </u> 18.	<u> F </u> 40.	<u> C </u> 51.	<u> B </u> 58.
	<u> F </u> 19.	<u> F </u> 41.		
	<u> F </u> 20.	<u> T </u> 42.		
	<u> T </u> 21.	<u> F </u> 43.		<u> C </u> 59.
<u> T </u> 1.	<u> F </u> 22.		<u> D </u> 52.	
<u> F </u> 2.	<u> F </u> 23.	<u> T </u> 44.		
		<u> T </u> 45.		<u> B </u> 60.
<u> T </u> 3.	<u> F </u> 24.		<u> A </u> 53.	
<u> F </u> 4.	<u> F </u> 25.			
	<u> T </u> 26.	<u> D </u> 46.		
<u> T </u> 5.	<u> F </u> 27.		<u> B </u> 54.	<u> C </u> 61.
<u> F </u> 6.	<u> T </u> 28.			
	<u> T </u> 29.	<u> D </u> 47.		
<u> F </u> 7.			<u> A </u> 55.	
<u> F </u> 8.	<u> F </u> 30.			<u> A </u> 62.
	<u> F </u> 31.			
<u> T </u> 9.	<u> T </u> 32.	<u> D </u> 48.		
<u> F </u> 10.	<u> F </u> 33.		<u> C </u> 56.	<u> C </u> 63.
	<u> F </u> 34.			
<u> T </u> 12.		<u> B </u> 49.		
<u> F </u> 13.	<u> F </u> 35.			
<u> T </u> 14.	<u> F </u> 36.			

<u> C </u> 64.	<u> A </u> 71.	<u> D </u> 78.	<u> A </u> 85.	<u> D </u> 92.
<u> A </u> 65.	<u> C </u> 72.	<u> B </u> 79.	<u> D </u> 86.	<u> A </u> 93.
<u> C </u> 66.	<u> A </u> 73.	<u> A </u> 80.	<u> D </u> 87.	<u> C </u> 94.
<u> D </u> 67.	<u> A </u> 74.	<u> D </u> 81.	<u> B </u> 88.	<u> D </u> 95.
<u> C </u> 68.	<u> C </u> 75.	<u> D </u> 82.	<u> B </u> 89.	<u> D </u> 96.
<u> D </u> 69.	<u> B </u> 76.	<u> C </u> 83.	<u> A </u> 90.	<u> B </u> 97.
<u> C </u> 70.	<u> A </u> 77.	<u> C </u> 84.	<u> A </u> 91.	<u> A </u> 98.

B 99.

 D 100.

Bus 241 - Spring 2010 - Exam No. 2

You have 130 minutes to complete this examination. This is a closed book exam. All other study materials, including back packs and purses, must be placed on the floor.

Please be sure to answer all questions on the exam. There are TWELVE (12) pages and 100 questions to this exam -- 45 True False, and 55 multiple choice. Count to make sure that you have all the pages and review your exam to make sure that you do not miss answering any pages or questions of the exam.

There are 155 points on this exam. There are seven bonus points, so you must score a 148 points for a percentage score of 100.00%

USE A FOR TRUE AND B FOR FALSE IN THE TRUE/FALSE SECTION.

PLEASE BE SURE TO TURN IN THE EXAM WITH YOUR NAME ON THE FIRST PAGE OF THE EXAM YOU WERE GIVEN. IF YOU FAIL TO PUT YOUR NAME ON A COPY OF THE EXAM, YOU MAY BE GIVEN A -0- FOR THE EXAM.

ANSWERS SHOULD BE ENTERED ON THE MACHINE READABLE FORM. PLEASE BE SURE TO USE PENCIL SO THAT YOUR ANSWERS CAN BE READ BY THE GRADING MACHINE. PLEASE BE SURE TO ALSO INCLUDE YOUR STUDENT ID NUMBER ON THE ANSWER SHEET.

You should try and provide answers for all questions, as there is no penalty for a wrong answer, and it counts the same as an omitted question. A correct answer for the True/False section is worth 1 point, while a correct answer for a multiple choice question is worth 2 points. In the multiple choice section there are often two answers which may appear to potentially be correct. You must choose the response which answers the question the best.

You must use a number 2 pencil when filling out the exam. Failure to use a pencil will result in a 5 point penalty. There are two versions to this exam. You must indicate "1" in special codes for version A and "2" in special codes for version B. Failure to provide this information on you answer sheet will result in 10 point penalty. You must put your student id number in where the answer sheet provides for "social security number" Failure to follow these directions will result in a 10 point penalty.

Any lack of clarity with regard to your answer choice may result in you not being awarded points for your answer.
Good Luck.

True/False

Indicate whether the statement is true or false.

- _____ 1. An arbitrary use of ordinary words may *not* be trademarked.
- _____ 2. Forgery includes counterfeiting.
- _____ 3. Only white-collar crimes are prosecuted under RICO.
- _____ 4. A person may not be responsible for a criminal act if, as a result of a mental defect, he or she did not appreciate the wrongfulness of the act.
- _____ 5. Because the Internet is vast, the unauthorized use of another's mark in a domain name is generally permissible.
- _____ 6. The TRIPS agreement includes copyright protection for computer programs.
- _____ 7. A dilution cause of action requires proof that consumers are likely to be confused by a connection between a trademark and its unauthorized use.
- _____ 8. An offer to form a *bilateral* contract is accepted by a promise to perform.
- _____ 9. The prosecution in a criminal case need only establish by a preponderance of the evidence that the defendant committed the crime.
- _____ 10. Larceny relies on stealth while robbery relies on fear and force.
- _____ 11. Pricing information cannot be a trade secret.
- _____ 12. At a criminal trial, the burden of proof is on an accused person to prove his or her innocence.
- _____ 13. A crime punishable by imprisonment in a federal or state penitentiary for any period of time is a misdemeanor.
- _____ 14. The theft of trade secrets is not a crime unless a contract is breached.

Name: _____

ID: B

- _____ 15. In determining whether a use of a copyrighted work is infringement under the "fair use" doctrine, the *least* important factor is the effect of the use on the market for the work.
- _____ 16. Ignorance of the law is a defense to criminal liability.
- _____ 17. Most crimes must be prosecuted within a certain period of time.
- _____ 18. Under the plain meaning rule, a court will enforce a contract, in which the writing is clear and unequivocal.
- _____ 19. Federal law prohibits the unauthorized commercial use of a trademark.
- _____ 20. It is a crime to use the mail to defraud the public.
- _____ 21. The doctrine of quasi contract applies only if there is an actual contract.
- _____ 22. A promisee is a person who makes a promise.
- _____ 23. A quasi contract is not an actual contract.
- _____ 24. A patent cannot be obtained for a plant or an animal.
- _____ 25. A service mark is used to distinguish products produced by the federal government from those produced by private corporations.
- _____ 26. Contract disputes rarely arise on a promise of *future* performance.
- _____ 27. An agreement includes an offer and an acceptance.
- _____ 28. A party who confers a benefit on someone else unnecessarily can recover the cost under the principle of quasi contract.
- _____ 29. Criminal liability depends on a specific state of mind or intent.
- _____ 30. A certification mark is used to distinguish products produced by the federal government from those produced by private corporations.
- _____ 31. It is possible to copyright an idea.
- _____ 32. Embezzlement can be committed only by physically taking property from the possession of another.
- _____ 33. Each member country of the TRIPS agreement must include in its domestic laws broad intellectual property rights.
- _____ 34. Stealing computer time is *not* a crime.
- _____ 35. To establish trademark dilution, an alleged infringer's use of a mark identical to a "famous" mark must actually reduce the value of that mark.

Name: _____

ID: B

- _____ 36. Forfeiture of a business interest and dissolution of a business are possible penalties under RICO.
- _____ 37. In determining whether copyright protection should be granted, what is copyrightable is the particular way in which an idea is expressed.
- _____ 38. An applicant cannot register a trademark on the basis of an *intention* to use the mark in commerce.
- _____ 39. Patent infringement occurs only if an invention is copied in its entirety.
- _____ 40. Intentionally taking and distributing pirated, copyrighted works to others is a crime.
- _____ 41. A criminal suspect does *not* have a right to remain silent.
- _____ 42. An American who writes a book has copyright protection in every country in the world.
- _____ 43. An offeror is a person who makes an offer.
- _____ 44. Corporations cannot be compelled to give testimony that might subject them to criminal liability.
- _____ 45. Informal contracts are usually based on substance rather than form.

Multiple Choice

Identify the choice that best completes the statement or answers the question.

- _____ 46. Federal Oil Company and Great Apartments, Inc., sign a contract in which Federal agrees to deliver heating oil in exchange for Great's promise to pay for it. Federal delivers the oil. The contract is
 - a. executory on the part of Federal.
 - b. executory on the part of Great.
 - c. neither executed nor executory on the part of either party.
 - d. fully executed.
- _____ 47. Ernie's Good Eatin' Cafe uses a distinctive decor, layout, menu, and style of service. This restaurant's image and overall appearance is
 - a. trade dress.
 - b. a service mark.
 - c. a collective mark.
 - d. a certification mark.
- _____ 48. Phil enters into a contract with Quality Resorts, Inc., to work as a chef. Under the plain meaning rule, the meaning of this contract must be determined by reference to
 - a. the face of the instrument.
 - b. the later testimony of the parties.
 - c. any relevant extrinsic evidence.
 - d. any available evidence.

- _____ 49. Gamma Corporation allows Kappa Company to use Gamma's trademark as part of Kappa's domain name. This is
- a license.
 - an injunction.
 - litigious.
 - dilution.
- _____ 50. Jiffy Software, Inc., a U.S. manufacturer, files a suit against Kawa, Ltd., a Japanese software maker, for the infringement of intellectual property rights under Japan's national laws. Under the TRIPS agreement, Jiffy is entitled to receive
- worse treatment than Kawa.
 - nothing.
 - the same treatment as Kawa.
 - better treatment than Kawa.
- _____ 51. Uma promises to buy a house from Viola, who promises to vacate the property on July 1. If these promises are in writing, they are most likely
- voidable.
 - enforceable.
 - unenforceable.
 - void.
- _____ 52. Don contracts to tutor Ellen in the principles of business law. For the breach of a contractual promise, contract law entitles innocent parties to
- any relief that a defendant wants to concede.
 - any relief that a court wants to provide.
 - any relief that a plaintiff wants to seek.
 - some forms of relief.
- _____ 53. A-One Pavers, Inc., contracts with Buyers Outlet Mall Corporation to repave Buyers's parking lot. The elements of a contract do *not* include
- contractual capacity.
 - practicality.
 - consideration.
 - legality.
- _____ 54. Abby and Ben copy and exchange MP3 music files over the Internet without anyone's permission. With respect to songs owned by Charter Recording Company, this is
- protected expression.
 - licensing.
 - copyright infringement.
 - fair use.
- _____ 55. Donna makes and distributes copies of *Every Good Boy Does Fine*, a movie copyrighted by Great Films Corporation, without Great Films' permission. Donna may be liable for
- nothing.
 - finest or imprisonment only.
 - damages, fines, or imprisonment.
 - damages only.

- _____ 56. Ben wrongfully takes an unopened carton from a City Warehouse loading dock, puts the carton in his car, and drives away. A person who wrongfully or fraudulently takes and carries away another's personal property is guilty of
- robbery.
 - burglary.
 - forgery.
 - larceny.
- _____ 57. Jay tells Kim that he will buy her textbook from the last semester for \$80. Kim agrees. Jay and Kim have
- an express contract.
 - an implied-in-law contract.
 - a quasi contract.
 - an implied-in-fact contract.
- _____ 58. Cathy uses, on her new recording *Drive By*, the melody of a song written by Earl, without Earl's permission. This is
- trademark infringement.
 - copyright infringement.
 - patent infringement.
 - none of the choices.
- _____ 59. Newt and Odell enter into a bilateral contract, which is created when Newt gives a promise in exchange for Odell's
- promise.
 - performance.
 - prudent awareness.
 - particular act.
- _____ 60. *Blog* magazine buys and publishes an article by Cleo. Later, *Blog* markets a Web site database that contains a compilation of *Blog* articles, including Cleo's, without her consent. *Blog* has committed
- copyright infringement.
 - patent infringement.
 - trademark infringement.
 - theft of trade secrets.
- _____ 61. Dian points a gun at Edie, threatening to shoot her unless she takes a certain file from Great Pharmaceutical Corporation. Charged with theft, Edie can successfully claim as a defense,
- consent.
 - duress.
 - self-defense.
 - entrapment.
- _____ 62. Holly enters into a contract to design robotic software for Interstate Assembly Corporation. The freedom to enter into contracts is
- a fundamental public policy of the United States.
 - a philosophical concept that underlies international law.
 - an ambiguous business goal that is irrelevant in terms of the law
 - a principle that describes contracting parties' intent.

- _____ 63. Scot and Tiffany enter into an implied-in-fact contract. The parties' conduct
- undercuts any terms based on the facts.
 - defines the contract's terms.
 - terminates any unintended consequences.
 - finds the contract's facts.
- _____ 64. Laura and Mike enter into what Laura later claims is a contract. In deciding whether a valid contract was formed, a court will *not* look at
- the parties' statements at the time of the alleged contract.
 - the parties' subjective beliefs at the time of the alleged contract.
 - the circumstances surrounding the alleged contract.
 - the parties' conduct at the time of the alleged contract.
- _____ 65. Jack receives an MP3 player stolen from Kelly. To be criminally liable, Jack
- need not know that the player is stolen or that Kelly is the true owner.
 - must know only that Kelly is the true owner.
 - must know that the player is stolen and that Kelly is the true owner.
 - must know only that the player is stolen.
- _____ 66. Cathy assures Dylan that she will deliver his products as he directs. An assertion that one will do something in the future is part of the definition of
- a promise.
 - a declaration.
 - a moral obligation.
 - an ethical principle.
- _____ 67. Ben is a computer technician with the skills to hack into any unprotected computer. The Computer Access Device and Computer Fraud and Abuse Act of 1984 prohibits Ben from obtaining unauthorized access to
- information in a consumer reporting agency's files on consumers.
 - information in a financial institution's financial records.
 - restricted government information.
 - all of the choices.
- _____ 68. Bait 'n Tackle Corporation switches trademarks on products that it buys to sell to consumers. This is
- larceny.
 - burglary.
 - forgery.
 - robbery.
- _____ 69. Earl, driving while intoxicated, causes a car accident that results in the death of Frank. Earl is arrested and charged with a felony. A felony is a crime punishable by death or imprisonment for more than
- ten years.
 - six months.
 - one year.
 - thirty days.

- _____ 70. Phil invents new Web site design software and applies for a patent. If Phil is granted a patent, his invention will be protected
- forever.
 - for ten years.
 - for the life of the inventor plus seventy years.
 - for twenty years.
- _____ 71. Bernice, an employee of City Bank, is charged with embezzlement, which requires
- fraudulently appropriating another's property.
 - obtaining lawful possession of property.
 - physically taking property from its owner.
 - the use of force or fear.
- _____ 72. Beth claims that her contract with Carl is voidable. If the contract is avoided
- both parties are released from it.
 - neither party is released from it.
 - only Beth is released from it.
 - only Carl is released from it.
- _____ 73. Mike is arrested at a warehouse in North Industrial Park. A government prosecutor issues a formal charge against Mike for receiving stolen property. This charge is
- an indictment.
 - an arraignment.
 - an inquisition.
 - an information.
- _____ 74. Phil sets fire to his house. At common law, the crime of arson could be committed only if a person burned down
- an unoccupied structure.
 - the house of another person.
 - his or her own house.
 - a commercial building.
- _____ 75. After Edie solicits investors to invest in a nonexistent business, she is charged with "mail fraud." This requires, among other things,
- deceiving postal authorities as to the content of an item of mail.
 - mailing or causing someone else to mail a writing.
 - claiming that an item is "in the mail" when it is not.
 - depositing items in the postal system without proper postage.
- _____ 76. Mary, who is charged with a crime, claims that Nick, a government agent, entrapped her. For entrapment to be a valid defense
- Nick must have suggested that the crime be committed.
 - Mary must not have been predisposed to commit the crime.
 - Nick must have pressured Mary into committing the crime.
 - all of the choices.

- _____ 77. Jared is charged with a crime. Almost all federal courts and some state courts would not hold Jared liable if, at the time of the offense, as a result of a mental disease or defect, Jared lacked substantial capacity to
- obey the law only.
 - appreciate the wrongfulness of his conduct *and* obey the law.
 - appreciate the wrongfulness of his conduct only.
 - appreciate the wrongfulness of his conduct *or* obey the law.
- _____ 78. Britney, an employee of Cartel Corporation, is arrested at work. A grand jury issues a formal charge against Britney for larceny. This charge is
- an indictment.
 - an arraignment.
 - an information.
 - an inquisition.
- _____ 79. Tige steals United Network, Inc.'s (UNI) computer time and the use of UNI's phones. Tige commits larceny when he steals
- the computer time or the use of the phones.
 - neither the computer time nor the use of the phones.
 - the use of the phones only.
 - the computer time only.
- _____ 80. The graphics used in "Go!," a handheld computer game featuring racecars, are protected by
- trade secrets law.
 - trademark law.
 - copyright law.
 - patent law.
- _____ 81. Doug gains access to government records and alters certain dates and amounts in his favor. This is
- larceny.
 - forgery.
 - embezzlement.
 - robbery.
- _____ 82. Carol buys Dan's book, *Expedition!*, photocopies more than half of it without his permission, and sells the copies without paying him royalties. This is
- fair use.
 - licensing.
 - protected expression.
 - copyright infringement.
- _____ 83. Max begins to perform, intending that the completion of his performance act as an acceptance of Nia's offer, which can only be accepted by the completion of the act. Nia can revoke her offer any time
- before Max indicates that he will perform.
 - before Max has substantially begun performance of the act.
 - before Max completes performance of the act.
 - after Nia makes it.

- _____ 84. Finest Products Company and Great Goods, Inc., use the mark "Good Housekeeping Seal of Approval" to certify the quality of their products. Finest and Great are not in business together and do not own this mark. The mark is
- a. trade dress.
 - b. a certification mark.
 - c. a service mark.
 - d. a collective mark.
- _____ 85. George owns Murphy's Grill, a restaurant in a small town in Ohio. Without George's consent, Food Business, Inc., opens a club in New York City called Murphy's and begins to use "murphys" as part of the URL for the club's Web site. Food Business has committed
- a. copyright infringement.
 - b. trademark dilution.
 - c. patent infringement.
 - d. none of the choices.
- _____ 86. USA Transport Company uses a mark associated with its name to distinguish its services from those of other transport firms. The mark is
- a. a certification mark.
 - b. trade dress.
 - c. a service mark.
 - d. a collective mark.
- _____ 87. Bob claims that Carol breached their contract. Carol responds that she never intended to enter into a contract with Bob. The intent to enter into a contract is determined with reference to
- a. the objective theory of contracts.
 - b. the personal theory of contracts.
 - c. the subjective theory of contracts.
 - d. the conscious theory of contracts.
- _____ 88. Jim is indicted for a crime. Before he is arrested, he confesses to the crime in a conversation with Kelly, the arresting officer. Kelly then arrests Jim and advises him of the right to counsel. Jim waives the right and repeats his confession. Later, Jim claims that his initial statement should be excluded as evidence from his trial. The statement will most likely be
- a. admitted because Jim repeated it after being advised of his rights.
 - b. excluded because a confession is not admissible in a criminal trial.
 - c. excluded because it was elicited before Jim was advised of his rights.
 - d. admitted because Jim knew he did the crime and confessed.
- _____ 89. Standard Corporation can *not* claim a trademark in the phrase "Quality Is Standard" if the phrase
- a. is generic.
 - b. has a secondary meaning.
 - c. is descriptive.
 - d. is memorable.
- _____ 90. Copy Products, Inc., uses, in its ads, a trademark that is similar, but not identical, to a distinctive mark used by Durable Goods, Inc. Copy's use of the mark is actionable
- a. only if Copy and Durable are competitors.
 - b. only if consumers are confused.
 - c. only if consumers are confused *and* Copy and Durable are competitors.
 - d. regardless of whether consumers are confused or Copy and Durable are competitors.

- _____ 91. Adams Accounting Services and Best Products, Inc., enter into a contract. Terms in the contract that are the subject of separate negotiation are considered subordinate to
- terms that can be understood only by lawyers and judges.
 - standardized terms.
 - terms that are not negotiated separately.
 - none of the choices.
- _____ 92. Employment Sources, Inc., enters into a contract with Fred. If Fred is a minor, this contract is most likely
- void.
 - voidable.
 - enforceable.
 - unenforceable.
- _____ 93. In negotiations with Delta Distribution Company, Excel Trucking, Inc., insists that their contract be drafted according to certain plain language laws, which concern the phrasing of
- court documents only.
 - contracts.
 - government forms only.
 - statutes only.
- _____ 94. Dina, a businessperson, is charged with RICO offenses. Dina may be subject to penalties under RICO for a "pattern of racketeering activity" only if she
- has never been convicted of a crime.
 - intends to commit future RICO offenses.
 - committed two or more certain federal or state crimes.
 - was previously convicted of a crime.
- _____ 95. Lana applies for a firefighter's job with Metro City, which responds with a letter setting an appointment for a medical exam. The letter also states that it is "a conditional employment offer." Based on the court's reasoning in Case 7.1, *Ardito v. City of Providence*, this letter is
- a quasi contract on which Lana can rely for employment.
 - a bilateral contract that Lana accepted by applying for the job.
 - no contract.
 - a unilateral contract that Lana can accept by passing the exam.
- _____ 96. Energo, Inc., designs and makes a fuel injection system that copies Fuel-In Corporation's designs without Fuel-In's permission. This is most likely
- patent infringement.
 - copyright infringement.
 - trademark infringement.
 - service mark infringement.
- _____ 97. Eve and Frank enter an express contract for the construction of an office building. Express contract terms are given
- more priority than the prior dealing, course of performance, and trade usage.
 - less priority than the parties' course of performance.
 - less priority than the trade usage in that particular industry.
 - less priority than the parties' prior dealing.

Name: _____

ID: B

- _____ 98. Fiona invents a new deep-sea fishing net, which she names "Great Catch." She also writes the operating manual to be included with each net. Fiona could obtain copyright protection for
- a. the manual only.
 - b. the net only.
 - c. the name only.
 - d. the manual, the net, and the name.
- _____ 99. Rory designs a new computer hard drive, which he names "Sci Phi." He also writes the operating manual to be included with each final product. Rory could obtain patent protection for
- a. the operating manual only.
 - b. the name only.
 - c. the hard drive, the name, and the operating manual.
 - d. the hard drive only.
- _____ 100. Jay is charged with embezzlement. Embezzlement is *not* robbery because embezzlement may be committed without
- a. a criminal act.
 - b. the use of force or fear.
 - c. taking property from its owner.
 - d. a criminal intent.

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Answer Section

TRUE/FALSE

1. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 105 OBJ: TYPE: = LOC: AICPA Legal
2. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 128 OBJ: TYPE: N LOC: AICPA Legal
3. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 132 OBJ: TYPE: N LOC: AICPA Legal
4. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 133 OBJ: TYPE: + LOC: AICPA Legal
5. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 107 OBJ: TYPE: N LOC: AICPA Legal
6. ANS: T PTS: 1 NAT: AACSB Reflective	REF: 117 OBJ: TYPE: = LOC: AICPA Legal
7. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 107 OBJ: TYPE: = LOC: AICPA Legal
8. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 154 OBJ: TYPE: = LOC: AICPA Legal
9. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 125 OBJ: TYPE: = LOC: AICPA Legal
10. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 128 OBJ: TYPE: + LOC: AICPA Critical Thinking
11. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 115 OBJ: TYPE: + LOC: AICPA Legal
12. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 125 OBJ: TYPE: N LOC: AICPA Legal
13. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 132 OBJ: TYPE: = LOC: AICPA Legal
14. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 116 OBJ: TYPE: N LOC: AICPA Critical Thinking
15. ANS: F PTS: 1 NAT: AACSB Analytic	REF: 111 OBJ: TYPE: + LOC: AICPA Critical Thinking
16. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 134 OBJ: TYPE: N LOC: AICPA Critical Thinking
17. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 135 OBJ: TYPE: = LOC: AICPA Legal
18. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 160 OBJ: TYPE: = LOC: AICPA Legal
19. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 103 OBJ: TYPE: + LOC: AICPA Legal
20. ANS: T PTS: 1 NAT: AACSB Analytic	REF: 130 OBJ: TYPE: = LOC: AICPA Legal
21. ANS: F PTS: 1 NAT: AACSB Reflective	REF: 159 OBJ: TYPE: + LOC: AICPA Legal

22.	ANS: F	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
23.	ANS: T	PTS: 1	REF: 158	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
24.	ANS: F	PTS: 1	REF: 108	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
25.	ANS: F	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
26.	ANS: F	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
27.	ANS: T	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
28.	ANS: F	PTS: 1	REF: 158	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
29.	ANS: T	PTS: 1	REF: 126	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
30.	ANS: F	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
31.	ANS: F	PTS: 1	REF: 110	OBJ: TYPE: +
	NAT: AACSB Reflective		LOC: AICPA Critical Thinking	
32.	ANS: F	PTS: 1	REF: 129	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
33.	ANS: T	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
34.	ANS: F	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
35.	ANS: F	PTS: 1	REF: 103	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
36.	ANS: T	PTS: 1	REF: 132	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
37.	ANS: F	PTS: 1	REF: 110	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Critical Thinking	
38.	ANS: F	PTS: 1	REF: 104	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
39.	ANS: F	PTS: 1	REF: 109	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
40.	ANS: T	PTS: 1	REF: 113	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
41.	ANS: F	PTS: 1	REF: 138	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
42.	ANS: F	PTS: 1	REF: 116	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
43.	ANS: T	PTS: 1	REF: 154	OBJ: TYPE: +
	NAT: AACSB Analytic		LOC: AICPA Legal	
44.	ANS: F	PTS: 1	REF: 137	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	

45. ANS: T PTS: 1
NAT: AACSB Analytic

REF: 156 OBJ: TYPE: N
LOC: AICPA Critical Thinking

MULTIPLE CHOICE

46. ANS: B PTS: 1
NAT: AACSB Reflective

REF: 157 OBJ: TYPE: =
LOC: AICPA Legal

47. ANS: A PTS: 1
NAT: AACSB Reflective

REF: 105 OBJ: TYPE: =
LOC: AICPA Legal

48. ANS: A PTS: 1
NAT: AACSB Reflective

REF: 160 OBJ: TYPE: =
LOC: AICPA Legal

49. ANS: A PTS: 1
NAT: AACSB Reflective

REF: 107 OBJ: TYPE: N
LOC: AICPA Legal

50. ANS: C PTS: 1
NAT: AACSB Reflective

REF: 116 OBJ: TYPE: =
LOC: AICPA Legal

51. ANS: B PTS: 1
NAT: AACSB Reflective

REF: 157 OBJ: TYPE: =
LOC: AICPA Legal

52. ANS: D PTS: 1
NAT: AACSB Analytic

REF: 153 OBJ: TYPE: =
LOC: AICPA Critical Thinking

53. ANS: B PTS: 1
NAT: AACSB Analytic

REF: 153 OBJ: TYPE: N
LOC: AICPA Legal

54. ANS: C PTS: 1
NAT: AACSB Reflective

REF: 113 OBJ: TYPE: =
LOC: AICPA Legal

55. ANS: C PTS: 1
NAT: AACSB Reflective

REF: 110 OBJ: TYPE: =
LOC: AICPA Legal

56. ANS: D PTS: 1
NAT: AACSB Reflective

REF: 128 OBJ: TYPE: =
LOC: AICPA Legal

57. ANS: A PTS: 1
NAT: AACSB Reflective

REF: 156 OBJ: TYPE: =
LOC: AICPA Legal

58. ANS: B PTS: 1
NAT: AACSB Reflective

REF: 110 OBJ: TYPE: =
LOC: AICPA Legal

59. ANS: A PTS: 1
NAT: AACSB Reflective

REF: 154 OBJ: TYPE: N
LOC: AICPA Legal

60. ANS: A PTS: 1
NAT: AACSB Reflective

REF: 111 OBJ: TYPE: =
LOC: AICPA Legal

61. ANS: B PTS: 1
NAT: AACSB Reflective

REF: 134 OBJ: TYPE: =
LOC: AICPA Legal

62. ANS: A PTS: 1
NAT: AACSB Reflective

REF: 153 OBJ: TYPE: =
LOC: AICPA Legal

63. ANS: B PTS: 1
NAT: AACSB Reflective

REF: 156 OBJ: TYPE: =
LOC: AICPA Legal

64. ANS: B PTS: 1
NAT: AACSB Reflective

REF: 153 OBJ: TYPE: =
LOC: AICPA Legal

65. ANS: D PTS: 1
NAT: AACSB Reflective

REF: 128 OBJ: TYPE: =
LOC: AICPA Legal

66. ANS: A PTS: 1
NAT: AACSB Reflective

REF: 152 OBJ: TYPE: N
LOC: AICPA Critical Thinking

67.	ANS: D	PTS: 1	REF: 143	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
68.	ANS: C	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
69.	ANS: C	PTS: 1	REF: 133	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
70.	ANS: D	PTS: 1	REF: 108	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
71.	ANS: A	PTS: 1	REF: 129	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
72.	ANS: A	PTS: 1	REF: 157	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
73.	ANS: D	PTS: 1	REF: 139	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
74.	ANS: B	PTS: 1	REF: 128	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
75.	ANS: B	PTS: 1	REF: 130	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
76.	ANS: D	PTS: 1	REF: 135	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
77.	ANS: D	PTS: 1	REF: 133	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
78.	ANS: A	PTS: 1	REF: 139	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
79.	ANS: A	PTS: 1	REF: 128	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
80.	ANS: C	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
81.	ANS: B	PTS: 1	REF: 128	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
82.	ANS: D	PTS: 1	REF: 111	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
83.	ANS: B	PTS: 1	REF: 155	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
84.	ANS: B	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
85.	ANS: D	PTS: 1	REF: 107	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
86.	ANS: C	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
87.	ANS: A	PTS: 1	REF: 153	OBJ: TYPE: =
	NAT: AACSB Analytic		LOC: AICPA Legal	
88.	ANS: C	PTS: 1	REF: 138	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
89.	ANS: A	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
90.	ANS: D	PTS: 1	REF: 105	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	

91.	ANS: D	PTS: 1	REF: 161	OBJ: TYPE: N
	NAT: AACSB Analytic		LOC: AICPA Legal	
92.	ANS: B	PTS: 1	REF: 157	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
93.	ANS: B	PTS: 1	REF: 160	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
94.	ANS: C	PTS: 1	REF: 132	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
95.	ANS: D	PTS: 1	REF: 155	OBJ: TYPE: =
	NAT: AACSB Communication		LOC: AICPA Legal	
96.	ANS: A	PTS: 1	REF: 109	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
97.	ANS: A	PTS: 1	REF: 161	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
98.	ANS: A	PTS: 1	REF: 110	OBJ: TYPE: =
	NAT: AACSB Reflective		LOC: AICPA Legal	
99.	ANS: D	PTS: 1	REF: 108	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	
100.	ANS: B	PTS: 1	REF: 129	OBJ: TYPE: N
	NAT: AACSB Reflective		LOC: AICPA Legal	

	<u> F </u> 15.	<u> T </u> 36.	<u> A </u> 49.	<u> D </u> 56.
		<u> F </u> 37.		
	<u> F </u> 16.			
	<u> T </u> 17.	<u> F </u> 38.		
	<u> T </u> 18.	<u> F </u> 39.	<u> C </u> 50.	<u> A </u> 57.
	<u> T </u> 19.	<u> T </u> 40.		
	<u> T </u> 20.	<u> F </u> 41.		
	<u> F </u> 21.	<u> F </u> 42.		<u> B </u> 58.
<u> F </u> 1.	<u> F </u> 22.	<u> T </u> 43.	<u> B </u> 51.	
<u> T </u> 2.	<u> T </u> 23.	<u> F </u> 44.		
<u> F </u> 3.	<u> F </u> 24.	<u> T </u> 45.		<u> A </u> 59.
<u> T </u> 4.	<u> F </u> 25.		<u> D </u> 52.	
	<u> F </u> 26.	<u> B </u> 46.		
<u> F </u> 5.	<u> T </u> 27.		<u> B </u> 53.	<u> A </u> 60.
<u> T </u> 6.	<u> F </u> 28.			
<u> F </u> 7.	<u> T </u> 29.	<u> A </u> 47.		
<u> T </u> 8.	<u> F </u> 30.		<u> C </u> 54.	<u> B </u> 61.
<u> F </u> 9.	<u> F </u> 31.			
<u> T </u> 10.	<u> F </u> 32.	<u> A </u> 48.		
<u> F </u> 11.	<u> T </u> 33.		<u> C </u> 55.	<u> A </u> 62.
<u> F </u> 12.	<u> F </u> 34.			
<u> F </u> 13.	<u> F </u> 35.			
<u> F </u> 14.				

<u> B </u> 63.	<u> D </u> 70.	<u> D </u> 77.	<u> B </u> 84.	<u> D </u> 91.
<u> B </u> 64.	<u> A </u> 71.	<u> A </u> 78.	<u> D </u> 85.	<u> B </u> 92.
<u> D </u> 65.	<u> A </u> 72.	<u> A </u> 79.		<u> B </u> 93.
			<u> C </u> 86.	
<u> A </u> 66.	<u> D </u> 73.	<u> C </u> 80.		<u> C </u> 94.
			<u> A </u> 87.	
<u> D </u> 67.	<u> B </u> 74.	<u> B </u> 81.		<u> D </u> 95.
			<u> C </u> 88.	
<u> C </u> 68.	<u> B </u> 75.	<u> D </u> 82.		<u> A </u> 96.
<u> C </u> 69.	<u> D </u> 76.	<u> B </u> 83.	<u> A </u> 89.	<u> A </u> 97.
			<u> D </u> 90.	

A 98.

 D 99.

 B 100.

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	A	B
TF	1	10
TF	2	25
TF	3	20
TF	4	35
TF	5	6
TF	6	37
TF	7	38
TF	8	15
TF	9	17
TF	10	5
TF	11	1
TF	12	27
TF	13	32
TF	14	4
TF	15	36
TF	16	40
TF	17	34
TF	18	3
TF	19	21
TF	20	12
TF	21	45
TF	22	44
TF	23	9
TF	24	39
TF	25	22
TF	26	8
TF	27	31
TF	28	2
TF	29	33
TF	30	14
TF	31	24
TF	32	29
TF	33	11
TF	34	28
TF	35	16
TF	36	7
TF	37	43
TF	38	13
TF	39	42
TF	40	41
TF	41	26
TF	42	18
TF	43	30
TF	44	23
TF	45	19
MC	46	86
MC	47	87
MC	48	70
MC	49	63
MC	50	60
MC	51	84

	A	B
MC	52	69
MC	53	68
MC	54	72
MC	55	50
MC	56	73
MC	57	79
MC	58	80
MC	59	59
MC	60	61
MC	61	95
MC	62	97
MC	63	99
MC	64	100
MC	65	47
MC	66	54
MC	67	52
MC	68	83
MC	69	76
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MC	71	51
MC	72	74
MC	73	93
MC	74	66
MC	75	65
MC	76	78
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MC	79	64
MC	80	98
MC	81	96
MC	82	67
MC	83	58
MC	84	88
MC	85	82
MC	86	62
MC	87	91
MC	88	81
MC	89	57
MC	90	92
MC	91	89
MC	92	85
MC	93	90
MC	94	48
MC	95	77
MC	96	94
MC	97	49
MC	98	46
MC	99	71
MC	100	56