

TrademarkAuthority
Legal Services Engagement Agreement

1. THE PARTIES / EFFECTIVE DATE. This TrademarkAuthority Legal Services Engagement Agreement (“Agreement”) is made between Pearl Cohen Zedek Latzer Baratz LLP (“Pearl Cohen”), the exclusive licensee of TrademarkAuthority (“the “Firm”) and You (“Client”), effective as of the later of (a) Client signing this Agreement; (b) forwarding the Client’s request for legal services described below and/or (c) Client’s advance payment in full for the legal services, all subject to the Firm conflict check and approval. In the event of any conflict, the Firm will notify Client of such conflict via Client’s contact e-mail and return any unused payment to Client. This Agreement is furnished to Client in accordance with Part 1215 of the Joint Rules of the New York State Appellate Divisions. The Firm practices law in the jurisdictions in which the Firm’s offices are located as well as other jurisdictions. Each Firm attorney is licensed to practice only in those jurisdictions set forth in that attorney’s biography on the Firm’s website at www.TrademarkAuthority.com and www.pearlcohen.com.

2. LIMITED SCOPE OF LEGAL SERVICES. The fixed fee legal services provided by the Firm to Client under this Agreement for the Trademark Search and Application Bundle shall be limited to conducting and reviewing the records of the USPTO and a limited Internet trademark search, drafting of an availability letter based on the search results, consultation up to thirty (30) minutes limited to the Client’s request for legal services and related information regarding the proposed mark, background information on trademarks, trademark searching and the USPTO application process, responses to general trademark questions and the trademarks search results (“Trademark Consultation Services”), preparation and filing of Client’s trademark application, post filing monitoring of Client’s trademark application, responding to any informal USPTO Office Actions which require no more than thirty (30) minutes to respond and forwarding the certificate of registration to the client. The fixed fee for a Trademark Search shall be limited to conducting and reviewing the records of the USPTO and Internet trademark search, drafting of an availability letter based on the search results and the Trademark Consultation Services. The fixed fee for a Trademark Application shall be limited to the Trademark Consultation Services, preparation and filing of Client’s trademark application, post filing monitoring of Client’s trademark application, and responding to any informal USPTO Office Actions which require no more than thirty (30) minutes to respond and forwarding the certificate of registration to the client (all collectively, “Legal Services”).

Any additional services, including the review of a comprehensive state and common law trademark search, responding to USPTO substantive refusals (including, but not limited to refusals pursuant to Lanham Act Sections 1, 2(d), 2(e), 3 and/or 45), filing Amendments to Allege Use, Statement of Use or Extensions of Time to File a Statement of Use, Requests for Extension of Time to File a Notice of Opposition, ex parte or inter partes matters before the Trademark Trial & Appeal Board (“TTAB”), including, but not limited to Oppositions or Cancellations, litigation in Federal court, state court or arbitration or mediation proceedings, arbitration, cease and desist matters, ownership and assignment issues, abandonment issues, and infringement issues will be provided by the Firm after discussion with the Client at the Firm’s usual hourly rates paid in advance or at a agreed to fixed fee paid in advance or pursuant to a separate engagement agreement between the Firm and the Client.

3. FEES. The fixed fee for the Trademark Search described above is currently \$250, the fixed fee for a Trademark Application described above is currently \$300 and the fixed fee for the Trademark Search and Application Bundle described above is currently \$495.00 USD (each are referred to as the “Fixed Fee”), all exclusive of USPTO filing fees, costs and expenses described below. Client agrees that the Fixed Fee shall be deposited into the Firm’s operating account, rather than a client trust account. The Legal Services are completed and the Fixed Fee earned for the Trademark Search when the Firm either provides the trademark search availability report to the Client or the Client utilizes any portion of the Trademark Consultation Services. The Legal Services are completed and the Fixed Fee earned for the Trademark Application when the Law Firm either provides the completed draft of the trademark application to Client with filing instructions or the Client utilizes any portion of the Trademark Consultation Services. The Legal Services are completed and the Fixed Fee earned for the Trademark Search and Application Bundle when the Firm provides the trademark search availability report and provides the completed draft of the trademark application to Client with filing



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instructions or the Client utilizes any portion of the Trademark Consultation Services. Client may be entitled to a partial refund if the Client terminates this Agreement prior to the completion of the Firm completing the Legal Services.

4. **COSTS AND EXPENSES.** Government fees are in addition to the above stated legal fees. Client will owe a U.S. Patent & Trademark Office ("USPTO") government filing fee which are currently set at either \$275 or \$325 per International Class of goods and services per trademark application filed. In addition to the Fixed Fee, Client agrees to pay for out-of-pocket costs and expenses incurred in connection with the Firm's representation of Client. These may include, without limitation, additional USPTO or other trademark office fees and trademark and computer searching fees not included in the above Legal Services, translation costs, court fees, courier fees, long distance telephone calls, printing costs, photocopying, faxing, fees for attorneys in other countries or third party consultants and docketing charges. Client authorizes the Firm to retain (upon Client's prior written approval), and agree to pay the fees and expenses, of those other persons or entities that the Firm engages to perform services on Client's behalf.

In the event Client retains the Firm to file and prosecute trademark applications outside the United States, Client authorizes the Firm to retain (upon Client's prior written approval), and agree to pay the fees and expenses, of those other persons or entities that we engage to perform services on Client's behalf. The Firm may either pay such providers on Client's behalf (in which case Client will reimburse the Firm), or we may instruct them to bill Client directly (in which case Client agree to pay them directly). Firm charges to you will reflect our costs.

In addition, Client may be charged up to \$50 for transactions related to payment to foreign associates handling Client's cases outside the United States to reflect bank charges and fluctuations in exchange rates. With respect to any expenses we control (i.e., those not related to official fees, foreign associate fees and others which are required in order to file an application or to proceed with it), the Firm will contact you in order to receive your prior consent before we incur any extraordinary expense or cost.

5. **RESPONSIBILITIES OF THE FIRM AND CLIENT.** Client authorizes the Firm to take all actions that the Firm deems advisable on Client's behalf in performing services for Client. The Firm will notify Client of significant developments and will consult with Client in advance regarding decisions and costs relating to those developments. In order to enable the Firm to effectively render the services contemplated, Client will use its best efforts to disclose fully and accurately all facts and to keep the Firm apprised of relevant developments relating to the work that the Firm performs on Client's behalf. The Firm agrees to perform the Legal Services under this Agreement and inform Client of status and respond promptly to Client's inquiries and communications. Client shall cooperate with the Firm, be available as requested, provide necessary information, dates of use, specimens and declarations, promptly pay all fees and costs in advance, and keep the Firm informed at all times of Client's present contact information, including telephone number, e-mail address, physical address and any changes of ownership of the mark. In order to make sure that the Firm's correspondence relating to Client's trademark matters are not filtered into Client's "junk" or "bulk" folder, Client agrees to add contact@TrademarkAuthority.com, no-reply@wufoo.com or any other e-mail address provided by the Firm to Client's list of trusted senders.

In order to keep track of trademark applications filed pursuant to the Firm's Trademark Application and Trademark Search and Application Bundle Services, the Firm maintains a docketing system. The Firm shall send periodic reminders via e-mail to the Client regarding upcoming deadlines and/or our requests or inquiries for additional information in connection with the Client's pending USPTO trademark applications. Client agrees that in the event Client does not respond to the Firm's reminders regarding upcoming deadlines and/or our requests or inquiries for additional information before or after filing that we will not take any affirmative action on Client's behalf, including, but not limited to filing responses to USPTO actions or payment of USPTO fees which may result in the abandonment of Client's trademark application and potential loss of rights.

6. **AUTHORIZATION BY CLIENT.** Client grants authority and permission for Firm to respond to all non-substantive USPTO Office Actions without prior Client consultation or approval, including, but not limited to, amending the identification of goods and/or services, classification, description of the mark or other issues relating to the depiction

of the mark, disclaimers, claims of ownership, changing any contact and/or correspondence information, correcting any grammatical or other errors in form and meaning and/or significance of the mark.

Additionally, Client expressly agrees and authorizes the Firm to examine the suitability of the specimens of current use (“specimens”) submitted by Client to the Firm. Where such specimens are not sufficient, Client agrees and authorizes the Firm to conduct on-line searches for acceptable substitute specimens and to file such specimens with Client’s trademark application without further approval from the Client. The Firm shall exercise its best efforts and discretion to ensure the accuracy and validity of such specimens submitted to the USPTO. In the event that the Firm requests additional or substitute specimens and Client fails to provide such specimens within 72 hours of the Firm’s initial request, Client agrees and authorizes the Firm to file Client’s provided specimens and/or other specimens located and deemed acceptable by the Firm. Further, in connection with any Design Mark trademark applications, Client agrees and authorizes the Firm to file the Design Mark application based upon the colors expressly claimed and/or featured on the Design Mark submitted by Client. Client expressly acknowledges that it is their responsibility to submit a black and white drawing of the proposed mark in the event Client does not want the Design Mark depicted in color.

7. REPRESENTATIONS OF CLIENT. In providing the Firm with any information and/or materials to be used in conjunction with Client’s request for Legal Services, Client expressly represents and warrants that:

- a. Client believes they are entitled to use the proposed mark in commerce;
- b. To the best of Client’s knowledge and belief, no other person, firm, corporation, or association has the right to use the proposed mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive;
- c. Client declares that all statements made of his/her own knowledge and provided to the Firm are true; and that all statements made on information and belief are believed to be true;
- d. Client understands that any willful false statements and the like may be punishable by law and constitute grounds for invalidating any trademark filings utilizing such willful false statements;
- e. Client acknowledges and understands that the Firm may reasonably rely upon any information and/or materials provided by Client to be used in conjunction with Client's request for Legal Services; and
- f. Client agrees to indemnify and hold harmless the Firm from any liability arising from Client's breach of the above-listed representations and warranties.

8. PRE-REGISTRATION AND POST REGISTRATION MAINTENANCE. Matters before the USPTO often take years to conclude. As indicated above, to monitor matters over extended periods of time, the Firm maintains a docketing system and may charge a fee for docketing services beyond the date of issuance of the trademark registration. In the event the Client retains the Firm to maintain any issued registration, the Firm may require an advance payment in full to cover fixed legal fees, government filing fees and costs. These periodic trademark maintenance documents, such as Declarations of Continuous Use (filed between the 5th and 6th year after registration) and Renewals (filed between the 9th and 10th year after registration), both with associated USPTO government filing fees, are required to keep U.S. trademark registrations in force after registration. If these documents are not filed and fees are not paid, the trademark registration can lapse, and rights can be irretrievably lost. Client acknowledges that once a trademark registration issues, the Firm is not responsible for the filing of such documents, payment of government filing fees or for notifying Client that such documents and fees are due. Accordingly, the Firm strongly recommends that Client note these deadlines (as well as sufficient advance warning of these deadlines) in Client’s own calendar so that Client can timely file the required documents and pay the government filing fees.

Upon the Client requesting filing trademark applications in jurisdictions outside the United States, upon agreement between the Firm and the Client, the Firm may require a combined fee and expense retainer from Client if we are asked to advance expenses such as Foreign Trademark Office fees and legal service fees and charges by foreign trademark associates. If the Firm advances or plans to advance funds on Client's behalf, the Firm may render a statement for the necessary amount in order to maintain the retainer at a sufficient level. If Client does not maintain the retainer at a sufficient, identified level, the Firm reserves the right to stop work and notify any foreign associates to stop work. If Client asks the Firm to stop work after we have engaged foreign associates on Client's behalf, the Firm will promptly direct the foreign associates to terminate their services, but the Client will be responsible for any fees or expenses that may be incurred until work is stopped.

9. **POTENTIAL CONFLICTS OF INTEREST.** Client is aware that the Firm represents many other companies and individuals. It is possible that some of our existing or future other clients will have disputes with Client, or engage in transactions with Client during the time that the Firm is representing Client. Client agrees that, without further notice to Client, the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not the same as, or substantially related to, any matter in which we represent the Client, even if the general overall business interests of the other clients in those other matters are adverse to the Client. Of course, under no circumstances will the Firm, in the course of representing any other client, use or disclose any confidential, non-public information that the Firm obtained as a result of or representation of Client. The Firm is presently unaware of any actual or prospective conflicts of interest that would preclude us from providing the Legal Services. However, this belief is predicated exclusively upon our current state of knowledge. Should the Firm subsequently come to believe that a conflict exists or has developed; the Firm reserves its right to withdraw from the representation consistent with the Firm's obligations under applicable jurisdictional law and rules, including the New York Rules of Professional Conduct.

10. **WORK PRODUCT / MARKETING.** The writings, notes, memoranda, reports of conversations, research and confidential materials which we prepare will be maintained in strict confidence and under the provisions of the attorney-client privilege. Client agrees that the Firm may use Client's name, logo, and a general description of the Firm's representation in the Firm's business development efforts and materials.

11. **TERMINATION.** Either Client or the Firm is, of course, free to terminate our relationship at any time. In the event that the Firm should terminate this representation, it will do so in a manner, which complies with all applicable USPTO and New York law and rules, including the Rules of Professional Conduct. This Agreement and your representation by the Firm are under and in accordance with New York laws and rules. Client acknowledges that our engagement to represent you will be deemed to have terminated at the earliest of (1) if there are no matters pending, and two (2) consecutive years or more have elapsed during which you have not requested, and we have not furnished, any billable services. At the conclusion of the matter (or earlier, if appropriate), Client shall advise the Firm which, if any, of Client's documents in the Firm files Client wishes the Firm to make available to Client. These documents will be delivered to Client within a reasonable time after receipt of payment for outstanding fees and costs, subject to applicable rules of attorney conduct. This however, will not include any documents which represent the Firm's attorney work product. The Firm will not retain any remaining documents in our files or system and will destroy them in accordance with our record retention program schedule then in effect. The Firm maintains all documents received from clients, associates, or patent offices in image based formats such as pdf. The Firm does not maintain any physical files of documents and will forward to Client any documents bearing original signatures for safekeeping. Client acknowledges that our engagement to represent you will be deemed to have terminated if there are no matters pending, and two (2) consecutive years or more have elapsed during which you have not requested, and we have not furnished, any billable services.

12. **DISAGREEMENTS AND DISPUTE RESOLUTION.** We look forward to a mutually productive working relationship. However, if you should ever become dissatisfied for any reason with the fees charged or services performed, we encourage you to bring that to the attention of the Firm so that we may address your concerns.

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute



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pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request. Any other dispute arising between us relating to: (i) our services; (ii) fees, other than our fees; or (iii) a dispute related to our fees that do not entitle you to the right of arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, shall be resolved by the use of binding arbitration by one arbitrator selected by the head of the New York State Bar Association, who may be an impartial lawyer, non-lawyer, or a retired judge. Pearl Cohen and you each shall bear our own fees and costs of the arbitration. The decision of the arbitrator selected to resolve a dispute arising under this paragraph shall be final, binding, and not subject to review.

13. **NO GUARANTEE.** The Firm has made no representations, promises, warranties or guarantees to Client, expressed or implied, regarding the outcome of Client's matter, and nothing in this Agreement shall be construed as such a representation, promise, warranty or guarantee. Client understands the Firm does not guarantee the USPTO will allow the mark to register and/or third parties may oppose registration. Client further understands that filing a trademark with the USPTO is an application process which may result ultimately in the denial of the Client's trademark application. Accordingly, Client acknowledges and agrees that nothing in this Agreement and nothing in the Firm's communications are intended to be construed as a promise or guarantee about the outcome of any matter, government trademark application or request. Client recognizes that the Firm is not able to make any such promises or guarantees and that the Firm's comments regarding the outcome of any matter are expressions of opinion only.

14. **ENTIRE AGREEMENT / SEVERABILITY.** This Agreement contains the entire agreement of the Firm and Client. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the Firm or the Client. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

15. **ACKNOWLEDGEMENT / FORM OF SIGNATURES.** Prior to entering this Agreement, Client has read this Agreement. Client has the right to have this Agreement reviewed by other counsel in order to advise Client if it is in its best interest. This Agreement may be executed by the Firm and by Client in electronic counterparts.

AGREED TO AND ACCEPTED BY:

Trademark Authority
/tjbraverman/

Todd Braverman

Todd Braverman, Esq., Partner
Pearl Cohen Zedek Latzer Baratz LLP



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By filing out either the Trademark Authority Service Order Form or this Engagement Agreement, you have agreed to be bound by the terms and conditions of the Trademark Authority Trademark Legal Service Engagement Agreement, Terms of Use, Disclaimer and Privacy Policy.

Please fill out the below form, sign your name, check the acknowledged box and then return a copy to contact@trademarkauthority.com or fax to (646) 878-0801.

Thanks in advance.

AGREED TO AND ACCEPTED BY:

Client Name: _____

Name of Company: _____

Title/Position: _____

Address: _____

Telephone: _____

E-mail address: _____

Client Agreement:

By signing, you agree to be bound by the terms and conditions of the Trademark Authority Trademark Legal Service Agreement, Terms of Use, Disclaimer and Privacy Policy.

Date: _____

Signature [Please sign your name]:
