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Reply via Email

Re: Engagement of Patent Profiler, LLC

We are pleased that you have engaged Patent Profiler, LLC as U.S. or foreign intellectual property (“IP”) counsel for various IP matters, and we look forward to working with you as we commit ourselves to a successful and effective relationship.

1. Scope of Engagement: We will represent (“you” or “client”) in such matters as you refer to us and we agree to accept from time to time in accordance with the terms of this agreement. **All of the IP work you hire us for will always remain strictly confidential by our firm if it is not published (or public knowledge).**
2. Our disbursements for out-of-pocket expenses (e.g., express mail, travel, copying, etc.) will be billed at our cost. To the extent we use outside research services to assist us in legal research, we normally impose separate charges based upon the charges imposed by the service providers.
3. The client’s patent application, trademark application, any other documents or filings related to the client’s patent or trademark application, or any service offered to any client from the website may be drafted or formed by the website’s internal team, a contract attorney or firm, or a combination of these.
4. Permission to Use Information in Marketing of the website: Because Patent Profiler, LLC is proud to represent you, we would like permission to use your name, logo, trademarks and service marks, published patent applications, issued patents, your company name, videos from your website, testimonials, reviews, and any other marketing materials as we see fit, and/or a general description of the matters you refer to us for use by Patent Profiler, LLC in its business development efforts and in the promotional materials without any authorization by you. **If you don’t want us to use any of these, you must email us to specify which of these we cannot use.** If you agree with the above, we will take your signature on this engagement letter as consent.
5. Conflicts: If the firm is ever aware of any conflict of interest between you and our other clients we will alert you in writing. However, due to the diverse and complex nature of Patent Profiler, LLC’s practice, unforeseen conflicts may arise. In such event, we will also notify you of the conflict and our representation may thereafter be terminated by you or our firm unless you and the other source of the conflict agree to provide appropriate waivers.
6. Termination of Representation: It is understood that every client has the right to terminate our representation at any time for any reason. We have the same right to terminate our representation of any client at any time for any reason upon giving the client reasonable notice so that suitable arrangements can be made by the client to obtain alternative representation, in accordance with the applicable rules of professional responsibility. All suits, disputes, mediations, etc. will occur in the District Courts of NJ. If these are not available, these will occur in NJ courts.
7. If we do a patent or trademark search for you, we assume **no** responsibility of the results of any search conducted. We do the best we can, but there may be patents, patent applications, trademarks,

and/or trademark applications that we may not find and/or may not flag as relevant. These may or may not infringe on your intellectual property. **There is no warranty in the search results.**

8. If we draft a provisional patent application and/or a utility patent application for you, please tell us the following dates:
 1. Date(s) of all printed publications _____
 2. Date(s) of all offers for sale _____
 3. Date(s) of all public uses _____
9. Please check one or multiple boxes if you have:
 1. been named as the inventor on a total of more than four utility patents (regular utility patents, as opposed to provisional patent applications), design patents, or plant patents,
 2. had a gross income in the previous year of more than or equal to \$189,537.
 3. In the event that the patent application has been assigned, the assignee must have had a gross (not net) income of more than three times the U.S. median household income (\$79,000).
10. Please check one, two, or all of the boxes if you are:
 - (i) a nonprofit organization; OR
 - (ii) do not, together with all affiliates, have 500 or more employees; AND
 - (ii) have not assigned, licensed or otherwise conveyed an interest in the invention to a non-small entity.
11. If you hire us to draft a provisional or patent application, please send us a detailed explanation of your invention (2 – 10 page document in Microsoft Word).
12. If you hire us to draft one or more trademarks, please indicate the following for each trademark you want to pursue:
 - (i) the date at which you first stated to use the mark (name, logo, etc.); and
 - (ii) the type of mark you want to file (standard character word mark or stylized mark)? Please guess if unsure and then we can discuss if you want to.

If Client agrees with this document, please sign this agreement below and return it to my attention (by email - general@patentprofiler.com).

Sincerely,

Patent Profiler, LLC

Andrew Abramson

/Andrew Abramson/

Mr. Andrew Abramson, CEO

ACCEPTED AND AGREED TO

this__day of_____, 2022 on behalf of

Printed Client or Company Name _____

Signature: _____