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## IF YOU INTEND TO BUY SOMETHING FROM OUR WEBSITE, YOU MUST FILL OUT THIS ENGAGEMENT LETTER.

*Reply via Email*

Patent Profiler<sup>®</sup>, LLC

Re: Engagement of Patent Profiler, LLC

Dear \_\_\_\_\_:  
Name of client

This letter constitutes the agreement ("Agreement") between \_\_\_\_\_ ("you" or "client") and Patent Profiler, LLC ("Patent Profiler" or "we" or "us" or "our"). It describes the terms of our relationship and sets forth the general terms of our assistance to you. Please feel free to discuss this letter with independent counsel or to call us if you have any comments or questions concerning this Agreement.

We are pleased that you have engaged Patent Profiler 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.

The costs for various IP work is listed on the website ("the website"), [www.patentprofiler.com](http://www.patentprofiler.com). If you do not agree with the cost(s) of the work that you have selected (during or after the work has been completed), please call or email us to discuss. The cell phone number and email for contacting us is listed on the most pages of the website.

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).** You acknowledge that our acceptance of this engagement does not involve an undertaking to represent you or your interests in any matter other than those you refer to us from time to time and which we agree to accept in writing that describes the scope of the engagement and references the terms and procedures attached hereto. Furthermore, you acknowledge that our representation does not entail a continuing obligation to advise you

concerning subsequent legal developments that might have a bearing on your affairs generally or, after the completion of the matter as to which we are representing you, subsequent legal developments related to or that might have a bearing on that matter. The scope of the engagement contemplated by this Agreement will be limited to IP advice for \_\_\_ ("you" or "client").

2. Fees for Services: Our 2021 fees are listed on our website. **All communications will be via email.**
3. Disbursements and Expenses: In addition to fees for legal services, there are certain costs and expenses that you may be obligated to pay. All costs and expenses must be preapproved in writing. All disbursements payable to third parties may be billed directly to you and you agree to pay these bills on a timely basis in accordance with their terms.

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.

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 or marketing materials, 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: Based on our initial review of our files, I am not aware of any existing matter involving a conflict of interest between you, on the one hand, and our other clients, on the other hand. However, due to the diverse and complex nature of Patent Profiler, LLC's practice, unforeseen conflicts may arise. In such event, we will 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 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. Among the reasons for which we may terminate representation are: (1) nonpayment of our fees, charges or costs; (2) the client's failure or refusal to be forthright, cooperative or supportive of our efforts; (3) the client's misrepresentation of, or failure or refusal to disclose material facts; (4) the client's failure or refusal to accept our advice; (5) discovery of a conflict with another one of our clients; or (6) any other reason permitted or required under the applicable rules of professional responsibility.

Following termination by us, we will continue to provide representation in the matter for a reasonable time, at the client's request, until arrangements can be made for alternate representation. However, our services will consist of only those necessary to protect the client's interests and prevent prejudice. Upon termination, either by us or by the client, the client, upon request, must sign all papers and

documents which we believe reasonably necessary for Patent Profiler, LLC to accomplish our withdrawal from the representation.

7. Client Documents: We will maintain any documents you furnish us in our client file (or files) for the matters you refer to us. At the conclusion of a particular matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. We will retain any remaining documents in our files for a reasonable period of time and may destroy them in accordance with our record retention program schedule then in effect.
8. 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.**
9. 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 \_\_\_\_\_
10. Please check one or multiple boxes if you have:
- 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, or
  - had a gross income in the previous year of more than or equal to \$189,537.
  - 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.
11. 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.
12. 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).
13. Confirmation of Agreement: If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing and returning a copy of this letter, which shall control all obligations set forth herein except as may subsequently be agreed upon in writing.

14. 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.

Patent Profiler, LLC is pleased to have the opportunity for this representation, and we look forward to working with you. I believe that the foregoing accurately sets forth the understanding that we have reached as to Patent Profiler's representation of \_\_\_\_\_ ("you" or "client"). There are no representations or promises other than as expressly set forth herein. If the foregoing terms of our representation meet with your approval, please sign this engagement letter in the space provided below and return it to my attention (by email, preferably: [general@patentprofiler.com](mailto:general@patentprofiler.com))

Please do not hesitate to contact us at any point throughout the engagement with any questions or uncertainties you wish to discuss. We very much appreciate the opportunity to represent you and we thank you.

Sincerely,  
Patent Profiler, LLC

\_\_\_\_\_  
By: /Andrew Abramson/ Mr.  
Andrew F. Abramson

ACCEPTED AND AGREED TO  
this \_\_\_ day of \_\_\_\_\_, 2021 on behalf of Client

By: \_\_\_\_\_  
Client Name (e.g., Company Name)

Signature: \_\_\_\_\_  
Person signing on behalf of client

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