

*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.
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. **NON-DISPARAGEMENT.** You agree not to disparage Patent Profiler, LLC, the website, fees, social media presence, members, or any service / products of the website under any circumstances. Any violation of this Section shall be an incurable material breach of the Agreement and shall result in the immediate termination of Your ability to participate in the website, without any refund whatsoever. You hereby represent and warrant to Patent Profiler, LLC that you will not make any statements, take any actions, or otherwise that directly or indirectly cause harm (directly or indirectly) to the company.
9. **INDEMNITY.** You agree to protect, defend, indemnify, and hold harmless Patent Profiler, LLC, its officers, partners, attorneys, directors, employees, contractors, agents, or their invitees, from and against all claims, demands, and causes of action of every kind and character without limit arising out of Your receipt of or participation in the services or actions taken in response thereto. Your indemnity obligation includes, but is not limited to, any claim for personal injury sustained while traveling to or attending any seminar or other in-person training provided by Patent Profiler, LLC to You.
10. **LIMITATION OF LIABILITY.** YOU AGREE THAT IN NO EVENT SHALL PATENT PROFILER, LLC LIABILITY TO YOU FOR ANY CLAIM OF ANY KIND OR DESCRIPTION EXCEED THE AMOUNT PAID BY YOU TO PATENT PROFILER, LLC IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO ANY CLAIM BY YOU. YOU WAIVE ANY RIGHT TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR DESCRIPTION.
11. **FORCE MAJEURE.** Except for the duty to make payments hereunder when due, and the indemnification provisions under this Agreement, neither Party shall be responsible to the other for any cancellation, postponement, delay, damage (including cost increases, cancellation fees, or other surcharges), or failure caused by or occasioned by one or more of the following Force Majeure Events: any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, pandemic or widespread illness, curtailment of transportation facilities, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages or any other causes (except financial) beyond the control of either Party.
12. **YOUR REPRESENTATIONS.** You represent and warrant that there are no prior or pending government investigations or prosecutions against You, nor any prior or pending lawsuits against You; and (c) You agree to notify Patent Profiler, LLC immediately if any investigation or lawsuit is threatened or filed against You, whereupon Patent Profiler, LLC shall have the right to terminate the Agreement and these Terms and Conditions without liability. Patent Profiler, LLC is also covered by malpractice insurance.

13. **ARBITRATION.** Any claim or grievance of any kind, nature or description that You have against Patent Profiler, LLC shall be resolved exclusively in final and binding arbitration before a single arbitrator selected by Patent Profiler, LLC within a reasonable time of You giving notice of arbitration to Patent Profiler, LLC. Arbitration shall be held in Morris County, NJ. You agree not to file suit in any court against Patent Profiler, LLC, any of its affiliates, subsidiaries, officers, partners, directors, attorneys, or employees. The arbitration will be subject to the rules of the American Arbitration Association and the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”). The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The decision of the Arbitrator will be final and binding on the Parties, subject to appeal only under the FAA, and may be reduced to a judgment in any court of competent jurisdiction. You agree that each Party shall bear its own costs and attorneys’ fees in any arbitration or litigation, regardless of which Party, if either of them, is deemed the prevailing party. Any claim must be brought in arbitration within one (1) year of the claim arising or forever be barred. This agreement to arbitrate survives any termination or expiration of the Agreement as well as bankruptcy or insolvency of either Party. Nothing in these Terms and Conditions prevents Patent Profiler, LLC from applying to and obtaining from any court having jurisdiction a temporary injunction, preliminary injunction, permanent injunction, or other relief available to protect Patent Profiler, LLC’s interest prior to, during, or following the filing of any arbitration or other proceeding.

In the event You file a complaint in court or a claim for arbitration against Patent Profiler, LLC, Andrew Abramson, or their employees, officers, representatives, contractors, or otherwise, your participation in the website shall be immediately forfeited by You, without any refund.

14. **WAIVER OF CLASS ACTION.** You understand and agree that You will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claims that may arise under, or be in anyway related to, this Agreement, or Patent Profiler, LLC. Claims brought against Patent Profiler, LLC may not be joined or consolidated with claims brought by anyone else.
15. **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the state of New Jersey without regard to any choice of law provisions.
16. **SEVERANCE.** In the event any provision of the Agreement or these Terms and Conditions is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement and these Terms and Conditions, as so modified, shall continue in full force and effect.
17. **NO ASSIGNMENT.** The Agreement cannot be assigned by You to another person or business without the express prior written consent of Patent Profiler, LLC.

18. 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 \_\_\_\_\_

19. Please check one or multiple boxes if you have:
1. been named as the inventor on a total of more than four utility patents (utility patent applications, 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) .

4. Please check one, two, or all of the boxes if you are:

a. a nonprofit organization; OR

b. 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.

5. 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).

6. If you hire us to draft one or more trademarks, please indicate the following for each trademark you want to pursue:

a. the date at which you first stated to use the mark (name, logo, etc.); and

b. 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*

Mr. Andrew Abramson,  
CEO, Founder, IP Attorney

ACCEPTED AND AGREED TO

this \_\_ day of \_\_\_\_\_, 202\_\_ on behalf of

Printed Client or Company Name

\_\_\_\_\_

Signature:

\_\_\_\_\_