

## Trademarks.

### The Three Step Process

At **law|inc**, we make registering your trademark simple. Once you complete the order process, we take care of all the time-consuming legal formalities... so you don't have to.

The following is our 3 step trademark registration process:

1

#### **Complete the questionnaire.**

Complete our short questionnaire which was created by our experienced business attorneys. Once you are finished, fax the completed questionnaire to 1-800-988-LAWINC (5294). We will contact you shortly thereafter. If you are unable to answer of the questions, don't worry. Simply leave them blank.

2

#### **law|inc creates and files your documents.**

An attorney will contact you in order review the information you submitted and personally answer your questions. Once everything is confirmed, we will conduct a comprehensive trademark search and the file the trademark application with the US Patent & Trademark Office on your behalf.

3

#### **You receive your documents and final instructions.**

You will receive a copy of the necessary documents and final instructions.

**Get Started** ▶

## TRADEMARK SEARCH WORKSHEET

1. **What is the trademark you would like to search? Please enter the words, letters and numerals which are part of the trademark.**

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2. **If any of your search terms are in a foreign language, please provide the English equivalent. Please skip to question number 3 if this is not applicable.**

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3. **Please list the goods or services represented by the trademark.**  
*Use clear and concise terms to list the specific goods or services represented by the trademark. Examples include: Chocolate candy; Business consulting for the telecommunications industry; Computer software for accounting purposes; Dry cleaning service; Fishing rods. In addition, do NOT describe how the mark will be used or placed on goods or services (such as "I will use the mark on my letterhead and business cards.")*

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4. **Would you like to include a design logo search?**  
*The purpose of this search is to find similar designs and logos which have been registered with the United States Patent and Trademark Office. This search covers not just the words associated with the design, but also the shapes and images which are part of the logo.*

\_\_\_\_\_ YES \_\_\_\_\_ NO

Trademark Registration, cont.

Page 3

5. **If you answered "YES" to question 4, please complete the next two questions below. If you answered "NO," then you are finished.**

**Please describe any images which are part of your design or logo. For example, if your logo contains the image of an eagle, indicate "eagle." If the logo consists of five interlocking rings, indicate "rings."**

*Note: We will need a copy of your design logo.*

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Trademark Registration, cont.  
Page 4

**6. What are the three most prominent characteristics about your logo or stylized trademark?**

*Examples: Trains, train cars, locomotives, subway cars*



*Examples: Dogs, record players, tape players (video and audio); stereo components, including sound amplifiers and speakers.*



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## TRADEMARK REGISTRATION WORKSHEET

1. **What type of entity is applying for the trademark? (Only the owner of the mark may apply for registration.) Please check one of the following four options below.**

*The applicant must be the owner of the mark. For sole proprietorships, the applicant should be the individual owner. "Other" includes limited liability companies, trusts, estates, cooperatives and other business entities.*

- (a)  **INDIVIDUAL**

(i) **What is the individual's name?**

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(ii) **What is the individual's country of citizenship?**

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- (b)  **CORPORATION**

(i) **What is the name of the corporation?**

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(ii) **In what state (or foreign country) is this company incorporated?**

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- (c)  **PARTNERSHIP**

(i) **What is the name of the partnership?**

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(ii) **In what state (or foreign country) is the partnership organized?** *If the partnership did not file organizing documents with the state, enter the state where the business is located. If the partnership is organized in a foreign country, indicate the country.*

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Trademark Registration, cont.

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(d)  OTHER

(i) What is the name of applicant (other entity)?

\_\_\_\_\_

(ii) Please specify the type of entity applying for the trademark. Examples include "limited liability company," "trust," "estate" or "cooperative."

\_\_\_\_\_

(iii) In what state (or foreign country) is the entity organized?

\_\_\_\_\_

2. Please provide the following additional information about the applicant:

(a) Street Address: \_\_\_\_\_

(b) City, State and Zip Code: \_\_\_\_\_

(c) Country (if not USA): \_\_\_\_\_

(d) Telephone number: (    ) \_\_\_\_\_ - \_\_\_\_\_

(e) Fax number (if available): (    ) \_\_\_\_\_ - \_\_\_\_\_

(f) E-mail address: \_\_\_\_\_

3. Would you like to allow the US Patent and Trademark Office to contact you by e-mail?

*If you do not want the Trademark Office to communicate by e-mail, they will contact you by regular US mail. If your e-mail address might change within the next 6 months, check "NO."*

YES \_\_\_\_\_ NO \_\_\_\_\_

Trademark Registration, cont.

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4. **How would you like to register your trademark? Please choose one of the following two options.**

*"Typed format" consists ONLY of typed words, letters or numbers.*

*"Stylized or Design Format" consists of design elements, logos or stylized words, letters or numbers. It may also include words in combination with designs.*

(a) \_\_\_\_\_ **Typed Format (words only)**

**Please write in the space below (in ALL CAPS) the trademark you wish to register.**

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(b) \_\_\_\_\_ **Stylized or Design Format (design and/or words)**

**Please write the words or letters which are part of your stylized trademark or logo.**

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**PLEASE NOTE: if you checked "b," you will need to submit a black and white image of your stylized trademark or logo. Please include a copy of the logo with this questionnaire, or send the image via e-mail (in .jpg format).**

Trademark Registration, cont.

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5. **Please list the specific goods or services represented by the trademark. This is one of the most important parts of the application, so please be very careful. Your description will establish the scope of the trademark registration.**

*Use clear and concise terms to list the specific goods or services represented by the trademark. Examples include:*

- *Chocolate candy*
- *Business consulting for the telecommunications industry*
- *Computer software for accounting purposes*
- *Dry cleaning service*
- *Fishing rods*

*Do NOT use ambiguous or general terms such as "computer services," "food" or "clothing" unless you later specify the exact type (for example, "computer consulting services, namely, designing and implementing web sites for others").*

*In addition, do NOT describe how the mark will be used or placed on goods or services (such as "I will use the mark on my letterhead and business cards.")*

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Trademark Registration, cont.

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6. Please select one of the two following statements that best describes your use of the trademark.

(a) \_\_\_\_\_ There is a real intent to use the mark in commerce.

(b) \_\_\_\_\_ The mark is currently being used in commerce.

If you checked "b," then enter the date the mark was first used anywhere, and the date it was first used in interstate commerce.

*If you do not know the exact day of the month, you can fill in "0" for the day. For example, write "8/0/2001" for August 2001.*

*For goods, "interstate commerce" means selling or shipping the goods across state lines or into another country. For services, it means offering a service to those in another state or rendering a service which affects interstate commerce (e.g. restaurants, gas stations, hotels, etc.).*

Date first used anywhere: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Date first used in commerce: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

**PLEASE ALSO NOTE:** if you checked "b," you will need to submit a specimen that shows your trademark as it is actually used—for example, on a packaging label or an advertising brochure. Please include a copy of the specimen with this questionnaire, or send the specimen image via e-mail (in .jpg format).

*For services, acceptable specimens include brochures, flyers, advertisements and internet websites. Business cards or stationery are usually not acceptable, unless there is some clear reference to the type of services rendered.*

*For goods, acceptable specimens include labels, tags, packaging material, instruction manuals and containers which display the trademark. Please note that brochures, catalogs and stationery are generally not acceptable specimens for goods.*

Trademark Registration, cont.

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7. **The next two questions apply only if you have already filed this trademark in a foreign country. Please skip to question 8 if you have not filed this trademark in a foreign country.**

- (a) **Would you like to claim a right of priority based on a foreign application?**

*You can make a claim for priority if you have already submitted a foreign application and you file this US application within six months. In that case, checking the box means that the U.S. application will receive the same effective filing date as your foreign filing. Later, we will need the filing date, foreign country and serial number of the foreign application.*

YES \_\_\_\_\_ NO \_\_\_\_\_

- (b) **Would you like to use the mark that has already been registered in a foreign country as a basis for filing?**

*To use foreign registration as a basis for filing, you will need to send us a certified copy of the foreign registration. If the foreign registration is not in English, you must also provide a translation.*

YES \_\_\_\_\_ NO \_\_\_\_\_

8. **How many classes of goods or services would you like to register under the trademark?**

*Trademarks are typically used to represent only one class, unless there are multiple uses. For example, if a trademark for motorcycles also becomes a brand for clothing, then two classes are required.*

\_\_\_\_\_ **CLASS(ES)**

9. **List the International Class Number(s) you would like to associate with your trademark. (Please note this is not required).** *Don't worry if you do not know the classification number—the Trademark Office can determine it for you.*

\_\_\_\_\_

Trademark Registration, cont.

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**10. Would you like to include any additional statements regarding your trademark application? (Please note this is not required.)**

*These statements could be used to disclaim generic words, describe specific colors, translate foreign words, explain how long the mark has been in use, etc.*

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## TRADEMARK SEARCH AND FILING AGREEMENT

The client (hereinafter, "Client"), by ordering the Trademark Search and or the filing of a Trademark from the Javdan Law Group, a Professional Corporation, doing business as LawInc.com (hereinafter, "Firm"), has agreed to this agreement and hereby retains and employs the Firm as attorney to perform a trademark search and or to file a trademark application for its trademark at the United States Patent and Trademark Office.

1. You have requested that we prepare and file a trademark application with the United States Patent and Trademark Office. We have agreed to provide such service on a fixed fee basis as indicated in the following table:

Service	LawInc.com Fee	Government Filing Fee
Trademark Application (name or logo)	\$450 per class	\$335 per class
U.S. Trademark Search- Comprehensive -	\$395	--

2. It is agreed and understood that this employment is limited to the service of performing a trademark search and or preparing and filing the trademark application for Client pertaining to the trademark with the United States Patent and Trademark Office. After a trademark application is filed, amendments may required by the Patent and Trademark Office. Charges for such amendments are separate from the trademark application preparation and filing fee charges. Additionally, should the application become allowed, there may be statutory declarations, allegation of use declarations, statement of use declarations and other services such as registration of assignment fees and charges, which are also separate charges, and will be quoted when required. Of course, we cannot guarantee that a trademark will be granted on the application. Also, no trademark application charges are refundable for any reason.
3. The quoted attorney fee for the Firm's service does not include preparing additional documents after the filing of the application such as reviewing and responding to issued Office Actions, nor reminding you of filing statutory affidavits, or foreign filing rights. Such additional activities will not be undertaken by the firm. If additional services, such as filing a response to an Office Action, are required, Client will be referred to a 3<sup>rd</sup> party law firm or attorney specializing in dealings with the United States Patent and Trademark Office. Again, our services are limited to the filing of Trademark registrations.

4. Client authorizes the Firm to take the necessary steps to perform a trademark search and or file its trademark, with the United States Patent and Trademark Office.
5. Client acknowledges that the Firm has made no guarantees as to the successful outcome of Client's trademark search and or trademark filing with the United States Patent and Trademark Office and or appropriate state agency. All expressions relative to the outcome of the trademark search and or of this filing with the United States Patent and Trademark Office and or appropriate state agency as requested by the client are only the Firm's opinion.
6. As a condition of the Firm's acceptance or continuation of representation, the Firm reserves the right to withdraw representation if there is any overdue billing, upon giving reasonable advance notice of the intention to withdraw, and you agree not to contest in any manner, the Firm's right to withdrawal under such circumstances. The attorney-client relationship is one of mutual trust, confidence and respect. Thus, you retain the right to discharge us as your counsel at any time for any reason. Likewise, we retain the right to cease representing you, for any reason, twenty days after giving you notice of our decision to withdraw. You agree to sign all paperwork necessary to effect our withdrawal. Should we withdraw for "cause" (including, but not limited to, your failure to follow our settlement or other significant advice, your failure to have informed us of any significant matters, or your failure to remain current on your fee and costs obligation to us, regardless of your financial circumstances), you will remain liable for all fees and costs incurred prior to our withdrawal. In the event that the Firm is discharged without just cause at a time when the attorney's services have been substantially performed, it will be presumed that the initial fees described herein have in fact been incurred.
7. In the event of any arbitration or lawsuit in any way arising out of our relationship as attorney and client in which the Firm shall be the prevailing party, then the Firm shall be entitled to collect from Client all costs and expenses incurred by the Firm in such action including reasonable attorney fees.
8. The invalidity or unenforceability of any particular provision hereof shall not affect the remaining provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid unenforceable provision were omitted.
9. This Agreement has been negotiated and prepared and shall be performed in the State of California. The validity, construction and enforcement of, and the remedies under this Agreement shall be governed by and in accordance with the laws of the State of California (except that if any choice of law provision under California law would result in the application of the law or of a state or jurisdiction other than the State of California, such provision shall not apply).
10. The Client grants to the Firm a Power of Attorney to execute all documents on the Client's behalf in connection with the trademark search and or the filing of the trademark with the United States Patent and Trademark Office and or appropriate state agency.

11. The Client agrees to pay the Firm its fees and to reimburse the Firm for costs and advances on the Client's behalf no later than ten days from the date that the Firm shall bill Client for same. The Client also agrees to pay interest at the rate of one and one-half percent per month on any bill, or portion thereof, which remains unpaid for thirty days.
12. The initial fee provisions of this Agreement shall apply only to the matter referenced above. Any other matters that the Firm shall handle for the Client, from time to time, shall be billed at the Firm's usual rate per hour, unless other arrangements are made in writing between the parties.
13. This Agreement may not be modified or amended except by an instrument in writing duly executed by the parties hereto. The pursuit by the Firm of any of the remedies provided for in this Agreement shall not constitute a waiver of any of the remedies available to the Firm in law or equity. A waiver by the Firm of any breach of this Agreement by the Client shall not constitute a waiver of any other breach. Forbearance or omission by the Firm in enforcing any of the Firm's remedies upon the Client's breach, shall not constitute a waiver of any of the Firm's remedies. No waiver of compliance with any provision or condition hereof and no consent provided for herein shall be effective against the Firm's, unless evidenced by an instrument in writing duly executed by the Firm
14. The parties to this Agreement agree that jurisdiction and venue shall properly lie in the county of the Firm's principal office, Los Angeles, California, with respect to any legal proceedings between the parties arising from this Agreement.
15. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.
16. This Agreement contains the entire understanding between the Firm and the Client with respect to the subject matter contained herein. This Agreement supersedes in all respects all prior and contemporaneous, written or oral, understandings, representations and agreements of the parties concerning the subject matters contained herein.
17. A facsimile copy or electronic copy of this Agreement and any signatures affixed hereto shall be considered for all purposes as originals.

The foregoing is agreed to by:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_