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**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK**

LEASON ELLIS LLP,

Plaintiff,

v.

PATENT & TRADEMARK AGENCY LLC and
ARMENS ORGANESJANS,

Defendants.

Civil Action No.

13 CV 2880

JUDGE BRICCETTI

COMPLAINT

Plaintiff Leason Ellis LLP (“Leason Ellis” or “Plaintiff”), a New York limited liability partnership, acting *pro se*, alleges for its Complaint against Defendants Patent & Trademark Agency LLC (“Patent & Trademark Agency”) and Armen Organesjans (“Organesjans”) as follows:

THE PARTIES

1. Plaintiff Leason Ellis is a New York limited liability partnership with its address at One Barker Avenue, Fifth Floor, White Plains, New York 10601.

2. Upon information and belief, Defendant Patent & Trademark Agency is a Delaware limited liability company with its address at 477 Madison Avenue, 6th Floor, New York, New York 10022.

3. Upon information and belief, Defendant Oganeshjans is an individual with a business address at 3411 Silverside Road, Suite 104, Wilmington, Delaware 19810.

4. Upon information and belief, Oganeshjans is a citizen of Latvia with a residential address of 5-5 Cirsu St Baldone Lv-2125, Baldones Novads, Latvia.

5. Upon information and belief, Oganeshjans is the primary actor in the tortious acts complained of herein, including the activities of Patent & Trademark Agency.

6. Upon information and belief, Patent & Trademark Agency is operating as the agent of Oganeshjans such that all corporate transactions of Patent & Trademark Agency are subject to the complete control and direction of Oganeshjans.

7. Upon information and belief, Oganeshjans is the driving force behind Patent & Trademark Agency's solicitations in this District, including those to Plaintiff's clients and potential clients, and that, but for Oganeshjans, none of the tortious acts complained of herein would have been committed.

JURISDICTION

8. This Court has personal jurisdiction over Patent & Trademark Agency and Oganeshjans (collectively "Patent & Trademark Agency" or "Defendants") by reason of their

transaction of business in the State of New York and in this District and the commission of tortious acts within the State of New York and in this District pursuant to New York's C.P.L.R. §§301 and 302.

9. The subject matter jurisdiction of this Court over Counts I and II rests upon causes of action arising under the Trademark Act of 1946 (as amended), 15 U.S.C. §§1051 et seq. Therefore, this Court has original jurisdiction over these Counts pursuant to 15 U.S.C. §1121, and 28 U.S.C § 1338(a).

10. Counts III through VI are joined as substantial and related claims and, accordingly, subject matter jurisdiction for these Counts is conferred upon this Court pursuant to 28 U.S.C. §1338(b) and the doctrine of pendent jurisdiction.

11. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391.

FACTS COMMON TO ALL COUNTS

Plaintiff and its Business

12. Plaintiff is a well-regarded law firm practicing primarily in the area of intellectual property law, including trademark law.

13. Clients of Plaintiff include large, midsize, and small companies and organizations as well as partnerships and individuals.

14. In providing trademark-related services for its clients, among other things, Plaintiff assists its clients in obtaining and maintaining trademark registrations with the United States Patent and Trademark Office (the "USPTO").

15. Plaintiff regularly receives inquiries from clients who have received unsolicited offers for trademark-related services in the United States from various entities located in the U.S. and abroad.

16. Trademark scams are not new. The International Trademark Association
{00000\608862-000\01026184.1}

(“INTA”), a long-standing and world-renowned association of trademark owners, professionals and academics, has previously warned trademark owners about unsolicited offers for trademark-related services in the United States. *See* www.inta.org/TrademarkBasics/FactSheets/Pages/UnsolicitedOffersUS.aspx. A printout of the warning is attached as **Exhibit A**.

17. According to INTA, these companies mass mail a very official-looking form requesting the payment of fees to “publish” or “register” your trademark. While the mailing may offer what might otherwise be a legitimate service, the choice of entity name, document formatting and “advertising” copy are all intended to deceive the trademark owner into believing that the service is offered by an official government agency. This is the kind of activity engaged in by Defendants here.

Defendants’ Activities

Defendants’ Website

18. Upon information and belief, Patent & Trademark Agency is one such company seeking to confuse trademark owners into purchasing services under false color of authority.

19. Upon information and belief, Patent & Trademark Agency selected the name “Patent & Trademark Agency LLC” to make it seem like an official organization or an authorized entity affiliated with the USPTO.

20. Upon information and belief, Patent & Trademark Agency uses the internet website located at www.patenttrademarkagency.org (the “Website”) to promote its services. A printout of the website is attached as **Exhibit B**.

21. Upon information and belief, the use of the top level domain .org as part of the Website address is intended to exacerbate the likelihood that consumers will mistakenly believe that Patent & Trademark Agency is an official governmental entity.

22. The Website states “[w]e are not lawyers and do not provide legal advice.” Nevertheless, the Website proceeds to do exactly that, for example advising that “[o]nce you register a trade mark, you have the legal right to use, license or sell it within the USA for the goods and services for which it is registered.”

23. Despite the statement by Patent & Trademark Agency that they are not lawyers and do not provide legal advice, the Website further states that “[t]he Patent & Trademark Agency provides the expertise that modern businesses need to navigate the Patent Office’s registration and renewal process. You need experienced, professional assistance to protect your assets. Don’t let your hard-earned property go to waste!”

24. The Terms, Conditions and Use Agreement on the Website further states that “[b]y accepting these terms you specifically and irrevocably authorize [Patent & Trademark Agency] to conduct negotiations and act on your behalf with any party needed in order to renew or register your trademark.” As discussed *infra*, only attorneys are authorized to act on behalf of trademark owners in registering or renewing trademarks in the USPTO.

25. The Website further falsely states that “the Patent & Trademark Agency is the nation’s premier trademark registration and renewal service.” Upon information and belief, Patent & Trademark Agency is unknown among trademark attorneys and is far from being the leading trademark registration and renewal service in the U.S. Furthermore, using conventional metrics such as “best of” lists published by the media, Patent & Trademark Agency has received no recognition that would support any such claim in the slightest.

Defendants' "Reminder" Solicitations

26. If anything, Patent & Trademark Agency has a poor reputation in the field of trademarks. The USPTO lists Patent & Trademark Agency among entities mailing solicitations about which it has received complaints. *See* www.uspto.gov/trademarks/solicitation_warnings.jsp. A printout is attached as **Exhibit C**.

27. The USPTO website includes an example of the solicitation sent by Patent & Trademark Agency. A copy is attached as **Exhibit D**.

28. Upon information and belief, the solicitation notices of Patent & Trademark Agency, like the one shown in Exhibit D, generally are labeled as a "Reminder" and include an oversized letter or number at upper right and a bar code, all of which are designed to make the notices seem official.

29. Upon information and belief, the solicitation notices of Patent & Trademark Agency falsely state that "[y]our trademark is about to expire" and provide a "renewal" date, which is really the opening date of the one year period to file a Declaration of Use under Section 8 of the U.S. Trademark Act, 15 U.S.C. § 1058.

30. Upon information and belief, without mentioning that the USPTO fee is only \$100 per class to file the Section 8 Declaration of Use, Patent & Trademark Agency charges \$985 for one class of goods or services and \$385 for each additional class to "renew" the registration.

31. Upon information and belief, Patent & Trademark Agency never advises trademark owners about the possibility of combining a Declaration of Use under Section 8 with a Declaration of Incontestability under Section 15 of the U.S. Trademark Act, 15 U.S.C. § 1065. The period in which to file a Declaration of Use coincides with the first available time to claim

incontestability, namely, between the fifth and sixth year after registration. Incontestability provides certain benefits such as shielding the registration to challenge based upon mere descriptiveness.

32. There are traps for the unwary in trademark practice. For example, upon information and belief, Patent & Trademark Agency fails to advise trademark owners about the risk in filing a Declaration of Use covering goods or services not currently provided under the mark in U.S. commerce. That is, submitting a Declaration of Use including goods or services no longer provided under the mark in commerce may subject the registration to attack by third parties in a cancellation action on the ground of fraud before the USPTO. *Medinol Ltd. v. Neuro Vaxx, Inc.*, 67 U.S.P.Q.2d 1205 (T.T.A.B. 2003). The back of the solicitation notice merely states in small letters that “[y]our trademark will be renewed as it was originally filed.” A copy of the back of the solicitation is attached as **Exhibit E**.

33. Upon information and belief, the marketing and sale of trademark related services by Patent & Trademark Agency create a false and deceptive representation of equivalence with the legitimate trademark-related services provided by those such as Plaintiff.

34. Upon information and belief, the activities of Defendants constitutes unfair competition by diverting business which, but for such unscrupulousness, would otherwise have been earned by Plaintiff.

Defendants’ Unauthorized Practice of Law

35. Upon information and belief, Patent & Trademark Agency is engaging in the unauthorized practice of law before the USPTO.

36. Upon information and belief, despite operating from a business address within New York and this District, Oganeshjans is not admitted to the Bar of the State of New York.

37. 37 C.F.R. §11.14 states “[i]ndividuals who are not attorneys are not recognized to practice before the Office in trademark and other non-patent matters.” As stated supra, Patent & Trademark Agency claims that they are not lawyers.

38. 37 C.F.R. §11.5(b)(2) further states that “[a]n individual who is not authorized under 37 C.F.R. §11.14 to practice before the USPTO in trademark cases is not permitted to represent a party in the prosecution of a trademark application, in the maintenance of a registration, or in a proceeding before the USPTO.”

39. The solicitation notice of Patent & Trademark Agency, as shown in Exhibit D, states “[b]y signing this document you automatically and irrevocably comply with the terms and conditions stated on the back of this document and also empower Patent & Trademark Agency LLC to renew the trademark stated above on your behalf.”

40. Upon information and belief, as shown in Exhibit E, the terms and conditions on the back of the solicitation notice state “[Patent & Trademark Agency] is bound by and is required to follow all applicable federal laws and regulations, including those established by the Department of Commerce and the United States Patent and Trademark Office.”

41. Upon information and belief, because Patent & Trademark Agency is not a law firm and yet is advising consumers about the law and filing legal documents in the USPTO, Defendants have not followed all applicable federal laws and the regulations of the USPTO.

Defendants’ Solicitation of Plaintiff’s Clients

42. Upon information and belief, Patent & Trademark Agency has solicited clients and potential clients of Plaintiff to maintain their trademark registrations.

43. Plaintiff has received complaints from clients and potential clients about the unsolicited activities of Patent & Trademark Agency.

44. Upon information and belief, the solicitations of Patent & Trademark Agency have confused clients and potential clients of Plaintiff into mistakenly believing that such solicitations emanate from a legitimate enterprise or by an entity affiliated with the U.S. government.

45. Upon information and belief, the solicitations of Patent & Trademark Agency have confused clients and potential clients of Plaintiff into mistakenly believing that such solicitations concern *bona fide* services which are otherwise offered by Plaintiff.

46. Upon information and belief, the solicitations of Patent & Trademark Agency to clients and potential clients of Plaintiff have resulted in lost time and expense for Plaintiff to investigate the facts and advise its clients accordingly.

47. Upon information and believe, the activities of Patent & Trademark Agency have damaged the integrity of the trademark process by causing consumers to doubt the legitimacy of trademark-related communications.

48. Upon information and belief, Patent & Trademark Agency does not provide consumers with commercial value commensurate with its cost.

49. Upon information and belief, there are many postings on the internet describing Patent & Trademark Agency as a scam or otherwise fraudulent product.

50. For example, trademark attorney and noted commentator Erik M. Pelton, a former Examining Attorney with the USPTO, posted an example of a solicitation by Defendant on his website at www.erikpelton.com/2012/08/22/beware-of-new-trademark-scam-from-patent-trademark-agency-llc. A printout is attached as **Exhibit F**. Mr. Pelton stated in the posting that the solicitation contains a variety of misinformation, and originates from the deceptive name of

“Patent & Trademark Agency LLC,” which sounds like an official government entity. Mr. Pelton then lists some of the various problems with the offering.

51. The aforesaid activities of Patent & Trademark Agency have damaged Plaintiff and its clients and are likely to continue to damage Plaintiff and its clients unless otherwise restrained.

COUNT I

(Federal Unfair Competition under 15 U.S.C. §1125(a))

52. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 51 of this Complaint as if fully set forth herein.

53. Count I is for Defendants’ federal unfair competition pursuant to 15 U.S.C. § 1125(a).

54. Plaintiff provides advice and services concerning the domestic and international registration of trademarks, as well as the protection and exploitation of such marks and, as such, necessarily competes with Patent & Trademark Agency in the marketplace of trademark-related legal services.

55. The foregoing acts and conduct of Patent & Trademark Agency have caused and are likely to cause confusion, to cause mistake, and/or to deceive the public, including clients of Plaintiff, into mistakenly believing that Patent & Trademark Agency and its activities are authorized, endorsed, sponsored or approved by Plaintiff, licensed trademark practitioners, and/or the USPTO, or that Patent & Trademark Agency and its activities originate with, are connected with, or are associated with Plaintiff, licensed trademark counsel, and/or the USPTO.

56. The foregoing acts and conduct of Patent & Trademark Agency in commercial advertising and promotion have misrepresented the nature, characteristics, qualities, and origin of its services and its commercial activities.

57. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiff.

58. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from said acts.

59. Plaintiff has no adequate remedy at law.

COUNT II

(Federal False Advertising under 15 U.S.C. §1125(a))

60. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 59 of this Complaint as if fully set forth herein.

61. Count II is for Defendants' false advertising pursuant to 15 U.S.C. § 1125(a).

62. The foregoing acts and conduct of Patent & Trademark Agency have caused and are likely to cause confusion, to cause mistake, and/or to deceive the public, including clients of Plaintiff, to the nature, characteristics, qualities, origin, and/or affiliation of Patent & Trademark Agency's services, as advertised.

63. The aforesaid marketing materials distributed by Patent & Trademark Agency to consumers in this District contain commercial speech that is either literally false as stated or at least likely to deceive or confuse consumers exposed to such marketing materials.

64. The aforesaid marketing materials of Patent & Trademark Agency contain material misrepresentations of fact which possess a strong capacity for deception.

65. Upon information and belief, the aforesaid misrepresentations of fact by Patent & Trademark Agency have resulted in actual deception of consumers in this District as to the nature, characteristics, qualities, origin, and/or affiliation of Patent & Trademark Agency's services, as advertised.

66. Defendants' unlawful actions have caused and are continuing to cause unquantifiable damages to Plaintiff.

67. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from continuing to commit the aforesaid acts.

68. Plaintiff has no adequate remedy at law.

COUNT III

(Unfair Competition under New York Common Law)

69. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 68 of this Complaint as if fully set forth herein.

70. Count III is for Defendants' unfair competition in violation of New York common law.

71. Upon information and belief, Patent & Trademark Agency knowingly solicit services in this District and throughout the United States that grossly exceed their advertised value.

72. Upon information and belief, Patent & Trademark Agency knowingly makes such solicitations under the color of false authority in order to appear legitimate to unsuspecting trademark owners who do not know that the proffered services are sub-standard.

73. By reason of the foregoing, the unlawful actions of Patent & Trademark Agency have been committed in bad faith so as to unjustly profit from providing inferior services to unsuspecting trademark owners seeking to protect their rights.

74. By reason of the foregoing, Patent & Trademark Agency is engaged in unfair competition with Plaintiff.

75. Defendants have caused and are continuing to cause unquantifiable damages to Plaintiff.

76. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from continuing to commit the aforesaid acts.

77. Plaintiff has no adequate remedy at law.

COUNT IV

(Deceptive Acts and Practices under New York Statutory Law)

78. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 77 of this Complaint as if fully set forth herein.

79. Count IV is for Defendants' unlawful, unfair, and fraudulent business practices in violation of New York General Business Law § 349.

80. The aforesaid acts of Patent & Trademark Agency's misrepresentation of the nature, characteristics, qualities, origin, and/or affiliation of its services, constitutes unlawful and deceptive acts and practices which result in a likelihood of confusion and deception of the public.

81. Such actions by Defendants are being directed to consumers in this District and thereby constitute unlawful, unfair, deceptive, and fraudulent business practices in violation of New York General Business Law § 349.

82. Defendants' unlawful actions have caused and are continuing to cause unquantifiable injury and damages to Plaintiff.

83. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from continuing to commit the aforesaid acts.

84. Plaintiff has no adequate remedy at law.

COUNT V

(False Advertising under New York Statutory Law)

85. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 84 of this Complaint as if fully set forth herein.

86. Count V is for Defendants' unlawful, deceptive, and misleading advertising in violation of New York General Business Law § 350.

87. The aforesaid acts of Patent & Trademark Agency's public dissemination of consumer-oriented marketing materials that misrepresent the nature, characteristics, qualities, origin, and/or affiliation of Patent & Trademark Agency's services in a material way, constitutes unlawful and deceptive acts and practices which result in a likelihood of confusion and deception of the public.

88. Such actions by Defendants are being directed to consumers in this District and thereby constitute false and misleading advertising in violation of New York General Business Law § 350.

89. Defendants' unlawful actions have caused and are continuing to cause unquantifiable injury and damages to Plaintiff.

90. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from continuing to commit the aforesaid acts.

91. Plaintiff has no adequate remedy at law.

COUNT VI

(Tortious Interference with Prospective Economic Relations)

92. Plaintiff repeats and realleges the averments contained in Paragraphs 1 through 91 of this Complaint as if fully set forth herein.

93. Count VI is for Defendants' tortious interference with prospective economic relations in violation of New York common law.

94. Plaintiff has contractual relationships with its clients.

95. Plaintiff is listed as filing correspondent in the records of the USPTO for trademark registrations obtained on behalf of its clients.

96. Upon information and belief, Patent & Trademark Agency mines the records of the USPTO before sending solicitations for trademark-related services to its prospective customers including clients of Plaintiff.

97. Upon information and belief, Patent & Trademark Agency knew or reasonably should have known, based upon the publicly available records of the USPTO, of the attorney-client relationship between Plaintiff and those clients of Plaintiff to whom Patent & Trademark Agency sent solicitations for trademark-related services.

98. Patent & Trademark Agency has intentionally and tortiously interfered in the business relationship between Plaintiff and its clients to whom Patent & Trademark Agency sent solicitations for trademark-related services.

99. Patent & Trademark Agency has used dishonest, unfair and improper means in interfering with the business relations between Plaintiff and its clients including sending communications to clients of Plaintiff containing misrepresentations of fact and law.

100. By reason of the foregoing, Defendants have caused injury to the business relationship between Plaintiff and its clients.

101. Defendants' unlawful actions have caused and are continuing to cause unquantifiable injury and damages to Plaintiff.

102. By reason of the foregoing, Plaintiff is being damaged by Defendants' willful activities and will continue to be damaged unless Defendants are enjoined from continuing to commit the aforesaid acts.

103. Plaintiff has no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

i. An Order permanently enjoining and restraining Oganeshjans as well as Patent & Trademark Agency, its subsidiaries, divisions, branches, affiliates, predecessors or successors in business, parents and wholly owned or partially owned entities of the party, and any entities acting or purporting to act for or on behalf of the foregoing, including any agents, employees, representatives, officers, directors, servants, partners, and those persons in active concert or participation with them, from advertising, promoting, offering for sale, soliciting, and selling any trademark or other intellectual property related services.

ii. An Order requiring an accounting of Patent & Trademark Agency's profits pursuant to its unlawful activities, including any profits derived by Oganeshjans.

iii. Plaintiff to be awarded its costs and damages pursuant to New York General Business Law §§ 349 and 350, and New York common law.

iv. An Order awarding Plaintiff actual and punitive damages in view of the willfully unlawful marketplace misconduct of Patent & Trademark Agency and Oganeshjans.

v. An Order trebling the award of Plaintiff's damages in view of the reckless, willful, and intentional nature of Defendants' conduct.

vi. An Order deeming this case exceptional pursuant to 15 U.S.C. § 1117(a) and awarding Plaintiff its costs and reasonable legal fees associated with bringing this action.

- vii. An Order awarding Plaintiff pre-judgment interest.
- viii. Plaintiff to be awarded such other and further relief as the Court may deem just and equitable under the circumstances herein.

JURY DEMAND

Plaintiff demands trial by jury on all issues triable to a jury.

Dated: April 30, 2013
White Plains, New York

Respectfully submitted,

By: 

Martin B. Schwimmer (MS 7011)
Peter S. Sloane (PS 7204)
Cameron S. Reuber (CR 7001)

One Barker Avenue, Fifth Floor
White Plains, New York 10601
Phone: (914) 288-0022
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Counsel for Plaintiff

Exhibit A

Fact Sheets Maintaining a Registration

[Fact Sheets Home](#)

Unsolicited Offers for Trademark-Related Services in the United States

Brand owners beware! If you have ever filed a trademark application with your country's trademark office, it is likely that you will be the target of companies that attempt to confuse brand owners into paying unnecessary fees.

Trademark filings are a matter of public record. Thus, anyone with an Internet connection and a minimal amount of training has access to the particulars of trademark applications and registrations. As a result, some companies try to trick trademark filers into paying fees for unnecessary services.

This is how the trick works. Armed with your trademark, name, and address and similar information for thousands of other trademark owners, these companies mass mail a very official-looking form requesting the payment of fees (usually an odd amount, such as \$587.00) to "publish" or "register" your trademark. The services offered by these companies often are unnecessary and duplicate what the USPTO does for free. In other situations, the mailing may offer what might otherwise be a legitimate service (e.g., a trademark watch service), but may be intended to confuse the trademark owner into believing that the service is offered by an official government agency (e.g., by using a name, such as "USTPA," that sounds like an official governmental body).

Entities reported to INTA that engage in this type of activity include:

- TMI Trademark Info Corporation, in Texas
- United States Trademark Protection Agency (USTPA), in Seattle, Washington
- Global Edition KFT
- Trademark Renewal Service, in Washington, D.C.
- Globus Edition S.L., in Palma de Mallorca, Spain
- Company for Economic Publications Ltd., in Austria
- Institute of Commerce for Industry, Trade, and Commerce, in Switzerland
- CPI (Company for Publications and Information) Anstalt, in Liechtenstein
- Société pour Publications et Information S.A.R.L., in Vienna, Austria

Beware that these entities are constantly changing their names and addresses, so this is not a comprehensive list.

How do I know what notices are legitimate?

Before paying any trademark-related fees, verify that the invoice is from an authorized entity. If the notice appears to be from a governmental entity, make sure it is the United States Patent and Trademark Office. No other governmental entity will contact you regarding your application. Of course, many of the companies that try to confuse trademark owners attempt to appear as "official" as possible. Note that the Patent and Trademark Office in the United States, and in virtually all other countries, does not write directly to the applicant if it is represented by local counsel. Accordingly, if you are represented by a lawyer or agent, pay particular attention to any unsolicited mail you may receive that purports to relate to your trademark. When in doubt, contact your trademark counsel about documents of questionable authenticity or merit that are related to your trademarks.

Please give us your feedback on whether this fact sheet was helpful or if you have suggestions for other fact sheet topics.

Exhibit B


 SEARCH

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About us



Patent & Trademark Agency

Patent & Trademark Agency is a private business. We are not affiliated with or endorsed by the United States Patent & Trademark Office. We also are not lawyers and do not provide legal advice. Use of our services is strictly optional.

Customer support
+1 212 252 2147

Login for customers

Login:

Password:

Login

Considerations before filing

A trade mark can be your most valuable marketing tool. The public identifies a certain quality, reputation and image with goods and services bearing a trade mark. The more successful your business is, the more valuable the trade mark becomes.

If you are thinking about a new product or service and you want to establish an image for it, you should consider a distinctive trade mark under which to market it.

A trade mark can be your most valuable marketing tool. The public identifies a certain quality. [Read More >>](#)

Benefits of Trademarks Registration

- You have the exclusive right to use your registered trade mark as a brand name for the goods or services specified in the registration.
- You have the exclusive right to authorize other people to use your registered trade mark for the goods or services specified in the registration.
- You have a registered trade mark, which is personal property and can be sold
- You can be in a stronger position to stop other people from using your trade mark as their brand name on the same or similar goods or services specified in your trade mark registration.

National and International Patents.

There are different options for protecting your invention with a patent. A national patent is enforceable only in your country and you will need to apply for foreign patents, should you require protection. [Read More >>](#)

Before starting the application process, it is important to have a clear idea of

- the mark you want to register
- the goods and/or services in connection with which you wish to register the mark
- whether you will be filing the application based on actual existing use of the mark or a bona fide intention to use the mark in the future.

Conditions

Once you have chosen your mark, you must also be able to clearly and precisely identify the goods and/or services to which the mark will apply. The identification of goods and/or services must be specific enough to identify the nature of the goods and/or services. The level of specificity depends on the type of goods and/or services.

Trademark & Patent

A trademark is a word, phrase, symbol, and/or design that identifies and distinguishes the source of the goods of one party from those of others.

Registration has several advantages, including notice to the public of the registrant's claim of ownership of the mark, a legal presumption of ownership nationwide, and the exclusive right to use the mark on or in connection with the goods or services set forth in the registration.

A patent is a limited duration property right relating to an invention.

Patent & Trademark Agency LLC
477 Madison Avenue
6th floor, New York City
New York, 10022
United States

Phone +1 212 252 2147
Fax +1 646 381 2026
E-mail: info@patenttrademarkagency.org

[Terms, Conditions and Use Agreement](#)
[Contact info](#)
[Company info](#)



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Trademarks

A trademark or trade mark is a distinctive sign or indicator used by an individual, business organization, or other legal entity to identify that the products or services for consumers with which the trademark appears originate from a unique source, and to distinguish its products or services from those of other entities.

A trademark is designated by the following symbols:

- ™ (for an unregistered trade mark, that is, a mark used to promote or brand goods)
- SM (for an unregistered service mark, that is, a mark used to promote or brand services)
- ® (for a registered trademark)

A trademark is a type of intellectual property, and typically a name, word, phrase, logo, symbol, design, image, or a combination of these elements. There is also a range of non-conventional trademarks comprising marks which do not fall into these standard categories.

The owner of a registered trademark may commence legal proceedings for trademark infringement to prevent unauthorized use of that trademark. The owner of a common law trademark may also file suit, but an unregistered mark may be protected only within the geographical area within which it has been used or in geographical areas into which it may be reasonably expected to expand.

The term *trademark* is also used informally to refer to any distinguishing attribute by which an individual is readily identified, such as the well known characteristics of celebrities. When a trademark is used in relation to services rather than products, it may sometimes be called a service mark.

If you want to establish a brand for your product or service, you should consider creating a distinctive trade mark.

A trade mark protects the identity of your goods and services. Once you register a trade mark, you have the legal right to use, license or sell it within the USA for the goods and services for which it is registered. You also have the right to prevent others from using it.

If you do not register, another party could register your brand as a trade mark and you could be forced to defend your rights - you may even need to rebrand.

Login for customers

Login:

Password:

Login

National and International Patents.

There are different options for protecting your invention with a patent. A national patent is enforceable only in your country and you will need to apply for foreign patents, should you require protection. [Read More >>](#)

Trademark & Patent

A trademark is a word, phrase, symbol, and/or design that identifies and distinguishes the source of the goods of one party from those of others.

Registration has several advantages, including notice to the public of the registrant's claim of ownership of the mark, a legal presumption of ownership nationwide, and the exclusive right to use the mark on or in connection with the goods or services set forth in the registration.

A patent is a limited duration property right relating to an invention.

Patent & Trademark Agency LLC
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6th floor, New York City
New York, 10022
United States

Phone +1 212 252 2147
Fax +1 646 381 2026
E-mail: info@patenttrademarkagency.org

[Terms, Conditions and Use Agreement](#)
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Registration

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Registration

In the United States the registration process entails several steps prior to a trademark receiving its Certificate of Registration.

First, an Applicant, the person or persons applying for the registration, files an application to register the respective trademark. The application is then placed in line in the order it was received to be examined by an examining attorney.

Second, following a period of anywhere from three to six months the application is reviewed by an examining attorney to make sure it complies with all requirements in order to be entitled to registration.

This review includes procedural matters such as making sure the Applicant's goods or services are identified properly. It also includes more substantive matters such as making sure the Applicant's mark is not merely descriptive or likely to cause confusion with a pre-existing applied-for or registered mark. If the application runs afoul of any requirement, the examining attorney will issue an office action requiring the Applicant to address certain issues or refusals prior to registration of the mark.

Third, and after the examination of the mark has concluded with no issues to be addressed or an Applicant has responded adequately to an examining attorney's concerns, the application will be published for opposition. During this 30-day period third-parties who may be affected by the registration of the trademark may step forward to file an Opposition Proceeding to stop the registration of the mark. If an Opposition proceeding is filed it institutes a case before the Trademark Trial and Appeal Board to determine both the validity of the grounds for the opposition as well as the ability of the Applicant to register the mark at issue.

Fourth, provided that no third-party opposes the registration of the mark during the opposition period or the opposition is ultimately decided in the Applicant's favor the mark will be registered in due course.

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Renewal

The owner of the registration must renew his trademark during the following time periods:

1. First Filing Deadline: File between the 5th and 6th years after the registration date. If the renewal is accepted, the registration will continue in force for the remainder of the ten-year period from the registration date.
2. Subsequent Filing Deadline: File between the 9th and 10th years after the registration date, and between every 9th and 10th year after the registration date thereafter.

NOTE regarding Grace Period Filings: The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The Renewal process looks as follows:

1. You receive the Reminder from Patent&Trademark Agency
2. You sign it and mail it back to us in the Reply Paid envelope provided
3. We send you the invoice after we receive the signed Reminder from you
4. Upon receipt of all the fees the trademark is renewed

Failure to renew your trademark on time might result in cancellation of the trademark and a new application to pursue registration of the mark again must be filed.

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National and International Patents.

There are different options for protecting your invention with a patent. A national patent is enforceable only in your country and you will need to apply for foreign patents, should you require protection. [Read More >>](#)

Trademark & Patent

A trademark is a word, phrase, symbol, and/or design that identifies and distinguishes the source of the goods of one party from those of others.

Registration has several advantages, including notice to the public of the registrant's claim of ownership of the mark, a legal presumption of ownership nationwide, and the exclusive right to use the mark on or in connection with the goods or services set forth in the registration.

A patent is a limited duration property right relating to an invention.

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Definitions

A **trademark** is a word, phrase, symbol, and/or design that identifies and distinguishes the source of the goods of one party from those of others. A service mark is a word, phrase, symbol, and/or design that identifies and distinguishes the source of a service rather than goods. The term "trademark" is often used to refer to both trademarks and service marks. There is also a range of non-conventional trademarks comprising marks which do not fall into these standard categories.

The owner of a registered trademark may commence legal proceedings for trademark infringement to prevent unauthorized use of that trademark. However, registration is not required. The owner of a common law trademark may also file suit, but an unregistered mark may be protected only within the geographical area within which it has been used or in geographical areas into which it may be reasonably expected to expand.

The term *trademark* is also used informally to refer to any distinguishing attribute by which an individual is readily identified, such as the well known characteristics of celebrities.

A **patent** is a limited duration property right relating to an invention.

The definition of patent usually refers to an exclusive right granted to anyone who invents any new, useful, and non-obvious process, machine, article of manufacture, or composition of matter, or any new and useful improvement thereof, and claims that right in a formal patent application. The additional qualification utility patent is used in the United States to distinguish it from other types of patents (e.g. design patents). Examples of particular species of patents for inventions include biological patents, business method patents, chemical patents and software patents.

A **copyright** is a legal concept, enacted by the government, giving the creator of an original work exclusive rights to it, usually for a limited time. A copyright protects works of authorship, such as writings, music, and works of art that have been tangibly expressed. Generally, it is "the right to copy", but also gives the copyright holder the right to be credited for the work, to determine who may adapt the work to other forms, who may perform the work, who may financially benefit from it, and other, related rights. It is an intellectual property form applicable to any expressible form of an idea or information that is substantive and discrete.

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National and International Patents.

There are different options for protecting your invention with a patent. A national patent is enforceable only in your country and you will need to apply for foreign patents, should you require protection. [Read More >>](#)

Trademark & Patent

A trademark is a word, phrase, symbol, and/or design that identifies and distinguishes the source of the goods of one party from those of others.

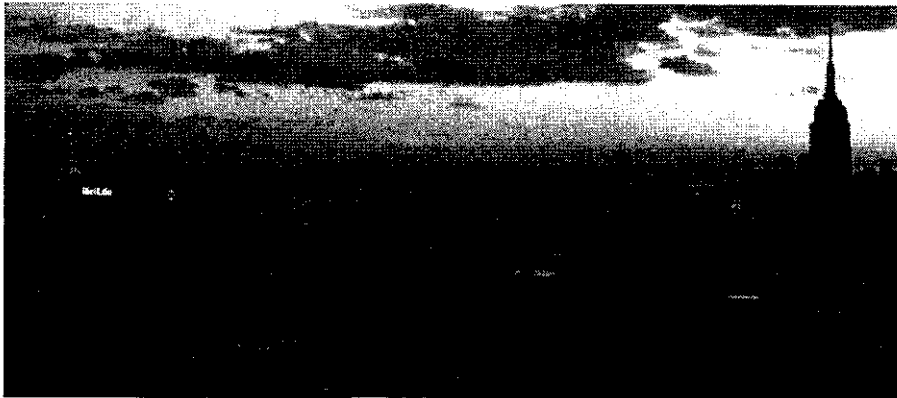
Registration has several advantages, including notice to the public of the registrant's claim of ownership of the mark, a legal presumption of ownership nationwide, and the exclusive right to use the mark on or in connection with the goods or services set forth in the registration.

A patent is a limited duration property right relating to an invention.

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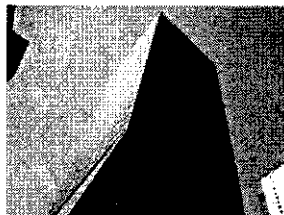
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Phone +1 212 252 2147**Fax** +1 646 381 2026**E-mail:** info@patenttrademarkagency.org**Business hours:**

Mon-Fri from 9:00 a.m. to 4:00 p.m. ET



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For many businesses, the process for registering and renewing patents and trademarks can be difficult, complicated, and fraught with chances for error. Every year, businesses and individuals lose millions of dollars in valuable intellectual property because of missed deadlines and procedural mistakes. The Patent & Trademark Agency provides the expertise that modern businesses need to navigate the Patent Office's registration and renewal process.

You need experienced, professional assistance to protect your assets. Don't let your hard-earned property go to waste!

Headquartered in New York City, the Patent & Trademark Agency is the nation's premier trademark registration and renewal service. The Patent & Trademark Agency is a private business that is not endorsed by the U.S. government.

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Terms, Conditions and Use Agreement

This Use Agreement ("Agreement") sets forth the terms and conditions for services of Patent & Trademark Agency LLC (hereinafter "PTA"), registered at 3411 Silverside Rd, Rodney Bldg., Suite 104, Wilmington, DE19810, USA with EIN 39-2079024. By signing this document or accepting services from PTA, either directly or through any agent, you voluntarily agree to these terms and conditions. The following terms and conditions shall apply:

- 1. Agreement In-Force:** This Agreement is between you and PTA, and shall become effective when PTA accepts your request for services for trademark registration or renewal services.
- 2. Term:** The term this agreement shall renew annually and continue year after year thereafter unless: (a) prior to 60 days before the next renewal date, we receive in writing notice of cancellation emailed to info@patenttrademarkagency.org; or (b) PTA terminates this Agreement.
- 3. Disclaimer regarding improper use or infringement of trademarks:** PTA cannot and will not inquire into whether any trademark you select may infringe upon any legal rights of others and takes no responsibility for any improper use or infringement of any trademarks. You represent and warrant to PTA that you are authorized to renew all trademarks you select and that such trademarks do not infringe upon the rights of any other parties.
- 4. Failure to submit Information:** In the event PTA requires information from you, signatures or authorizations as necessary to complete a registration or a renewal, you will be responsible to comply with all such requests within 10 working days of the request. Failure to timely comply with any request may cause failure of the registration or renewal. In this event, PTA will not be held responsible for any failure to register or renew any trademarks and will make no refunds.
- 5. Fees:** For services provided under this Agreement, you will pay all applicable registration fees and periodic renewal fees as they come due. Registration and renewal fees are subject to change and you will be notified when they are due. In the event you yourself undertake to renew the trademark during the course of this Agreement, you will not be entitled to any refund. For any unpaid fee, PTA has the right to add a 25% surcharge to the invoice amount within 6 months after the trademark's expiration date. By undertaking this agreement, you are authorizing PTA to charge you for all proper invoice charges as they come due for services under this Agreement.
- 6. Authorizations:** By accepting these terms you specifically and irrevocably authorize PTA to conduct negotiations and act on your behalf with any party needed in order to renew or register your trademark.
- 7. Obligation:** By accepting these terms and conditions you specifically and irrevocably obligate yourself to provide PTA with all the information necessary for PTA to successfully perform a renewal including any necessary login information or authorization codes. Your failure to provide any necessary information will release PTA from any liability or obligation as related to this Agreement.
- 8. Registrant Information:** As part of the registration process, you are obliged to provide PTA with all necessary information. In order to maintain your registration, you must keep this information up-to-date, complete and accurate. This information includes: your full name, postal address, e-mail address (if available), voice telephone number, and (if available) fax number. For a registrant which is a partnership, union, association, corporation, or other collective entity, the name and contact information of the authorized person for notice purposes. Providing inaccurate or incomplete information, failing to update information promptly, or failing to respond within ten (10) calendar days to inquiries by PTA regarding the accuracy of contact information supplied in the registrant's application for a trademark or renewal will constitute a breach of this Agreement; and may result in cancellation of this Agreement. In the event that you choose to license or otherwise transfer the legal rights to a trademark to a third party, whether for profit or otherwise, unless you cancel this Agreement, you will remain as trademark holder of record and continue to be responsible for complying with all provisions of this Agreement.

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9. Taxes and Expenses: All taxes, fees and expenses incurred in registering, renewing, or transferring a particular trademark shall be borne by you.

10. Limitation of Warranty: PTA is not liable to you, your agent, or any other person, for any losses that may occur due to: (a) the loss, lapse, or cancellation of the registration of a trademark; (b) use of your trademark, or any similar or related trademark, by yourself or any third party; (c) access delays or access interruptions to PTA's registration system; (d) the non-delivery or incorrect delivery of data between yourself and PTA; (e) events beyond PTA's control, including but not limited to the processing of any changes due to force majeure, the record or contact information associated with your trademark, (f) you or your agent's failure to pay any fees due pursuant to this Agreement. Further, PTA is not liable for direct, indirect, special, incidental, or consequential damages of any kind, including lost profits, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, whether foreseeable or unforeseeable. In no event shall PTA's maximum liability exceed \$500. PTA does not guarantee that the registration of your trademark can or will protect your rights from third party challenges. All trademark registration services are provided to you "as is" and PTA makes no guarantees, express or implied, in connection with the trademark you are registering or renewing, including but not limited to merchantability, fitness for a particular purpose, or legal usability under applicable intellectual property law, including trademark law. PTA does not guarantee that the trademark you register under this agreement will not be suspended, canceled or transferred from you to a third party, as a result of legal process or the implementation of the dispute resolution policies of PTA.

11. Indemnification: You will defend, indemnify and hold PTA harmless, as well as any other relevant trademark consultant, and their directors, officers, employees and agents, for any loss, damages or costs, including attorneys' fees, resulting from any third party claim, action, or demand related to your trademark or any use thereof, whether or not authorized, approved or known by you.

12. Governing law: This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania.

13. You agree that any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by a court of competent jurisdiction in Philadelphia, Pennsylvania. You consent to jurisdiction over you by courts in Pennsylvania.

14. Completeness: This Agreement, together with all amendments or modifications as may be made from time to time and published by PTA on its website at www.patenttrademarkagency.org, constitute the entire, complete and exclusive agreement between you and PTA. You may not modify any provision of this Agreement, without a written acceptance signed by PTA.

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Patent&Trademark Agency LLC

EIN 39-2079024

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Exhibit C

PATENTS TRADEMARKS IP LAW & POLICY PRODUCTS & SERVICES INVENTORS NEWS & NOTICES FAQs ABOUT US

WARNING: Non-USPTO Solicitations That May Resemble Official USPTO Communications

Please be aware that private companies **not** associated with the United States Patent and Trademark Office (USPTO) often use trademark application and registration information from the USPTO's databases to mail or e-mail trademark-related solicitations. Trademark applicants and registrants continue to submit a significant number of inquiries and complaints to the USPTO about such solicitations, which may include offers: (1) for legal services; (2) for trademark monitoring services; (3) to record trademarks with U.S. Customs and Border Protection; and (4) to "register" trademarks in the company's own private registry.

These companies may use names that resemble the USPTO name, including, for example, one or more of the terms "United States," "U.S.," "Trademark," "Patent," "Registration," "Office," or "Agency." Increasingly, some companies attempt to make their solicitations mimic the look of official government documents rather than the look of a typical commercial or legal solicitation by emphasizing official government data like the USPTO application serial number, the registration number, the International Class (es), filing dates, and other information that is publicly available from USPTO records. Many refer to other government agencies and sections of the U.S. Code. Most require "fees" to be paid.

Some applicants and registrants have reported paying fees to these private companies, mistakenly thinking that they were paying required fees to the USPTO. So, be sure to read trademark-related communications carefully before making a decision about whether to respond. **All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, VA, and if by e-mail, specifically from the domain "@uspto.gov."**

If you receive a trademark-related solicitation that you believe is deceptive, you may file an on-line consumer complaint with the Federal Trade Commission ("FTC"), at www.FTC.gov (<http://www.FTC.gov>). Although the FTC does not resolve individual consumer complaints, it may institute, as the nation's consumer protection agency, investigations and prosecutions based on widespread complaints about particular companies or business practices. In addition, the USPTO encourages recipients of deceptive trademark-related solicitations to contact their states' consumer protection authorities. Many, if not all, states have the authority to issue investigative subpoenas and file complaints against companies engaged in deceptive practices directed toward state residents.

If you have been misled into paying money to a non-USPTO entity based on a misleading communication, the USPTO encourages you to e-mail us at TMFeedback@uspto.gov (<mailto:TMFeedback@uspto.gov>). When notifying us, please also:

1. Include a copy of the communication (including the envelope it came in) if available;
2. Indicate the date you received the communication;
3. Indicate whether the recipient thought the communication was an official U.S. government communication or had to ask an attorney or the USPTO whether it was legitimate; and
4. Indicate whether fees were mistakenly paid in response to the communication and, if so, provide a copy of the cancelled check. Please also specify what services, if any, were provided in exchange for the payment made.

The following are **examples** of just some of the **non-USPTO solicitations** about which we have received complaints within the past several months. **None** of these are official U.S. government or international governmental notices. Please click on the name below if you wish to see an image of that entity's solicitation.

[Trademark Registration and Monitoring Office \(Past Due Notice\) \(/trademarks/Trademark_Registration_Monitoring_Office.pdf\)](#)

[Trademark Registration and Monitoring Office \(Intellectual Property Rights Recordation Alert\) \(/trademarks/IP_rightsrecordationalert.pdf\)](#)

[United States Trademark Registration Office \(/trademarks/Trademark_Registration_Office.pdf\)](#)

[Patent & Trademark Agency \(/trademarks/Patent_Trademark_Agency.pdf\)](#)

[United States Trademark Maintenance Service \(/trademarks/United_States_Trademark_Maintenance_Service_solicitation.pdf\)](#)

[U.S. Trademark Compliance Service \(/trademarks/Trademark_Compliance_Service.pdf\)](#)

[WDTP \(/trademarks/WDTP.pdf\)](#)

[WIPT \(/trademarks/WIPT_\(curved\).pdf\)](#)

[TM Collection \(/trademarks/TM_Collection.pdf\)](#)

[TM Edition \(/trademarks/TM_Edition.pdf\)](#)

[Patent Trademark Register \(/trademarks/Patent_Trademark_Register.pdf\)](#)

[Register of International Patents and Trademarks \(/trademarks/Register_International_Patents_and_Trademarks_solicitation.pdf\)](#)

[Trademark Renewal Service \(/trademarks/Trademark_Renewal_Service.pdf\)](#)

[Trademark Safeguard – Trademark Monitoring Service \(/trademarks/Trademark_Safeguard_-_Trademark_Monitoring_Service.pdf\)](#)

[Intellectual Property Agency Ltd. \(/trademarks/Intellectual_Property_Agency_Ltd_.pdf\)](#)

[IOPR - Intellectual Property Register \(/trademarks/IOPR_\(Beaverton_OR\).pdf\)](#)

[GBO, Inc. \(/trademarks/GBO_Inc_\(Miami\).pdf\)](#)

For additional examples of private solicitations concerning international applications and registrations, please see the [official World Intellectual Property Organization "Warning" webpage \(http://www.wipo.int/pct/en/warning/pct_warning.html\)](#).

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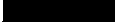


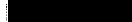
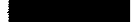



Correspondence address 		Date: 2012-07-11	F
		 9452 2115	
Trademark name 		Registration Number: 	Number of classes 1
<p>Your trademark is about to expire. Expiration date: 2012-12-11</p> <p>Your trademark registration is valid for five (5) years and may subsequently be renewed for five years at a time. Sign and return this document in order to renew your trademark.</p>			
TRADEMARK		OWNER	
Type of Mark: SERVICE MARK			
Register: PRINCIPAL			
Expiry date: 			
Filing date: 			
Date in Location: 2007-12-11			
Registration date: 			
Classes 041			
Serial number: 		ORDER	
Mark Drawing Code: (4) STANDARD CHARACTER MARK		<p>Please return this document with your signature and/or company stamp in the appropriate space below if you would like to renew your trademark. Your trademark will be renewed for the period of another five (5) years. The renewal fee is 985 USD for one class and 385 USD for each additional class for the whole period of five (5) years. You will receive an invoice from us after we have received this signed document from you. By signing this document you automatically and irrevocably comply with the terms and conditions stated on the back of this document. By signing this document you also empower Patent & Trademark Agency LLC to renew the trademark stated above on your behalf. Patent & Trademark Agency LLC reminds companies when their trademarks are due for renewal. Note that trademarks may be lost if they are failed to be renewed in time. This renewal is optional and only acts as a reminder. We would like to inform you that we are not USPTO and this is not a bill. You can also contact your representative in order to assist you with the renewal process. If you have any questions regarding your renewal process contact us via e-mail info@patenttrademarkagency.org or telephone +1 212 252 2147 or fax +1 646 381 2026.</p>	
GRAPHIC REPRESENTATION			
		<p>Date: _____ / _____ / _____</p> <p>Name, Last name: _____</p> <p>Signature: _____</p> <p>SIGN AND RETURN IN THE ENCLOSED ENVELOPE</p>	

Exhibit E

This Use Agreement ("Agreement") sets forth the terms and conditions for services of Patent & Trademark Agency LLC (hereinafter "PTA"), registered at 3411 Silverside Rd, Rodney Bldg., Suite 104, Wilmington, DE19810, USA with EIN 39-2079024. By signing this document or accepting services from PTA, either directly or through any agent, you voluntarily agree to these terms and conditions. The following terms and conditions shall apply:

1. **Agreement In-Force:** This Agreement is between you and PTA, and shall become effective when PTA accepts your request for services for trademark registration or renewal services.
2. **Term:** The term this agreement shall renew annually and continue year after year thereafter unless: (a) prior to 60 days before the next renewal date, we receive in writing notice of cancellation emailed to info@patenttrademarkagency.org; or (b) PTA terminates this Agreement.
3. PTA is a private service provider and is not part of, or affiliated with, the United States government. PTA is bound by and is required to follow all applicable federal laws and regulations, including those established by the Department of Commerce and the United States Patent and Trademark Office. You acknowledge that PTA is not obligated to accept any instructions or requests that would violate any applicable law or regulation.
4. **Disclaimer regarding improper use or infringement of trademarks:** PTA cannot and will not inquire into whether any trademark you select may infringe upon any legal rights of others and takes no responsibility for any improper use or infringement of any trademarks. You represent and warrant to PTA that you are authorized to renew all trademarks you select and that such trademarks do not infringe upon the rights of any other parties.
5. **Your trademark will be renewed as it was originally filed. Failure to submit information:** In the event PTA requires information from you, signatures or authorizations as necessary to complete a registration or a renewal, you will be responsible to comply with all such requests within 10 working days of the request. Failure to timely comply with any request may cause failure of the registration or renewal. In this event, PTA will not be held responsible for any failure to register or renew any trademarks and will make no refunds.
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8. **Obligation:** By accepting these terms and conditions you specifically and irrevocably obligate yourself to provide PTA with all the information necessary for PTA to successfully perform a renewal including any necessary login information or authorization codes. Your failure to provide any necessary information will release PTA from any liability or obligation as related to this Agreement.
9. **Registrant Information:** As part of the registration process, you are obliged to provide PTA with all necessary information. In order to maintain your registration, you must keep this information up-to-date, complete and accurate. This information includes: your full name, postal address, e-mail address (if available), voice telephone number, and (if available) fax number. For a registrant which is a partnership, union, association, corporation, or other collective entity, the name and contact information of the authorized person for notice purposes. Providing inaccurate or incomplete information, failing to update information promptly, or failing to respond within ten (10) calendar days to inquiries by PTA regarding the accuracy of contact information supplied in the registrant's application for a trademark or renewal will constitute a breach of this Agreement; and may result in cancellation of this Agreement. In the event that you choose to license or otherwise transfer the legal rights to a trademark to a third party, whether for profit or otherwise, unless you cancel this Agreement, you will remain as trademark holder of record and continue to be responsible for complying with all provisions of this Agreement.
10. **Taxes and Expenses:** All taxes, fees and expenses incurred in registering, renewing, or transferring a particular trademark shall be borne by you.
11. **Limitation of Warranty:** PTA is not liable to you, your agent, or any other person, for any losses that may occur due to: (a) the loss, lapse, or cancellation of the registration of a trademark; (b) use of your trademark, or any similar or related trademark, by yourself or any third party; (c) access delays or access interruptions to PTA's registration system; (d) the non-delivery or incorrect delivery of data between yourself and PTA; (e) events beyond PTA's control, including but not limited to the processing of any changes due to force majeure, the record or contact information associated with your trademark; (f) you or your agent's failure to pay any fees due pursuant to this Agreement. Further, PTA is not liable for direct, indirect, special, incidental, or consequential damages of any kind, including lost profits, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, whether foreseeable or unforeseeable. In no event shall PTA's maximum liability exceed \$500. PTA does not guarantee that the registration of your trademark can or will protect your rights from third party challenges. All trademark registration services are provided to you "as is" and PTA makes no guarantees, express or implied, in connection with the trademark you are registering or renewing, including but not limited to merchantability, fitness for a particular purpose, or legal usability under applicable intellectual property law, including trademark law. PTA does not guarantee that the trademark you register under this agreement will not be suspended, canceled or transferred from you to a third party, as a result of legal process or the implementation of the dispute resolution policies of or PTA.
12. **Indemnification:** You will defend, indemnify and hold PTA harmless, as well as any other relevant trademark consultant, and their directors, officers, employees and agents, for any loss, damages or costs, including attorneys' fees, resulting from any third party claim, action, or demand related to your trademark or any use thereof, whether or not authorized, approved or known by you.
13. **Governing law:** This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Texas.
14. You agree that any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by a court of competent jurisdiction in Houston, Texas. You consent to jurisdiction over you by courts in Texas.
15. **Completeness:** This Agreement, together with all amendments or modifications as may be made from time to time and published by PTA on its website at www.patenttrademarkagency.org, constitute the entire, complete and exclusive agreement between you and PTA. You may not modify any provision of this Agreement, without a written acceptance signed by PTA.

Exhibit F



Erik M Pelton & Associates, PLLC

*Experience is our trademark.
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Home » Blog » IPelton® blog » Beware of new trademark scam from Patent & Trademark Agency LLC

Welcome to the IPelton® blog covering trademarks, branding and social media. Nothing contained on this blog should be taken as legal advice. If you have a questions about trademarks or other legal matters, contact an attorney.

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Beware of new trademark : Patent & Trademark Agency

Posted by ipelton on: August 22nd, 2012

A client recently forwarded me the document below that they received. The service may not be a complete scam – presuming they do file a trademark registration is not cancelled – it contains a variety of misnomers (the name of “Patent & Trademark Agency LLC” that sounds somewhat like a domain name).

Here are some of the problems with this offering:

Are they providing legal services? Or merely filling in forms? Can they use the trademark in commerce – or excusable non-use? Can they claim if the mark has changed slightly over the years?


If they are not providing legal services, **why do they charge so much for government fees?**

The expiration date is WRONG. The “Declaration of Continued” use is required for registration, not the fifth. And there is an additional 6 month grace period.


The information that the trademark “may subsequently be renewed” is incorrect.

I have forwarded a copy of this document to the USPTO Solicitor’s office to encourage you to do the same.

[Patent & Trademark Agency LLC notice \[redacted\]](#)

**Erik M. Pelton & Associates PLLC**

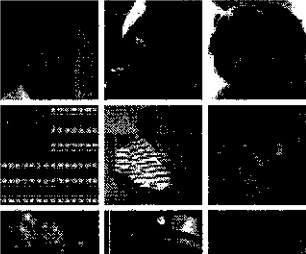
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3 Responses

TB says:



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I received one of these letters from Patent & Trademark Agency LLC. It triple the actual the cost . Plus, we have never done business with them. Thank you for posting this Blog.

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WRB says:

Ditto. Unfortunately "Patent & Trademark Agency LLC" sprung up in recent years, impersonating gov't offices for grossly inflated fees. This one charges a 250% M/L. RESPOND to these scams. Go directly to the US Patent & Trademark Office.



Joe says:

Me too. Being a small business owner, there are so many bills at any bill that you don't pay on a regular basis as a small business owner you'll find that for every scam out there, there are great people who will whistle on them. Thanks for posting the blog. The blog is great.

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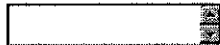
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Reminder

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Serial number:	77122833	
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Please return this document with your signature and/or company stamp in the appropriate space below if you would like to renew your trademark. Your trademark will be renewed for the period of another five (5) years. The renewal fee is \$85 USD for one class and \$85 USD for each additional class for the whole period of five (5) years. You will receive an invoice from us after we have received this signed document from you. By signing this document you automatically and irrevocably comply with the terms and conditions stated on the back of this document. By signing this document you also empower Patent & Trademark Agency LLC to renew the trademark stated above on your behalf. Patent & Trademark Agency LLC reminds companies when their trademarks are due for renewal. Note that trademarks may be lost if they are failed to be renewed in time. This renewal is optional and only acts as a reminder. We would like to inform you that we are not USPTO and this is not a bill. You can also contact your representative in order to assist you with the renewal process. If you have any questions regarding your renewal process contact us via e-mail: info@patenttrademarkagency.org or telephone +1 212 252 2147 or fax +1 646 381 2026.

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