


Intellectual Property Services USA Incorporated

Correspondence address:
1940 Duke Street, STE 200
Alexandria, Virginia 22314

Reminder

News Regarding Trademark Renewal Deadline

1-800-809-2932 (toll-free)
www.intellectualpropertyservices.org

Recipient address:		Date 06/11/2013	E
		 3947 1215	
Trademark name		Trademark No	Number of Classes 1
<p>To remain valid, your trademark registration requires a filing.</p> <p>Expiration date: November 20, 2013</p> <p>Your initial trademark registration requires a filing between the 5th and 6th years after registration to remain valid. To start the process, sign and return this document.</p>			
OWNER		TRADEMARK	
		Initial filing date:	
		Registration date:	
		Register: PRINCIPAL	
		Filing basis on record: 1A	
		Expiration date: 11/20/2013	
		Trademark type: SERVICE MARK	
		Classes: 1 035	
ORDER and POWER-OF-ATTORNEY		GRAPHICAL REPRESENTATION (IF APPLICABLE)	
<p>Please return this document signed by an authorized representative of your company, affix your company seal (if required by your company), and return the signed version to us in the enclosed envelope in order to start the trademark registration declaration of use process. A trademark registration requires a declaration of use be filed between the 5th and 6th years following registration in order for the registration to be valid. The trademark declaration of use fee (including applicable filing fees) is a fixed fee of \$1390 for the first class and \$445 per each additional class. You will receive an invoice from us after we receive this signed document from you. By signing this form, you are placing an order for filing the declaration of use of the identified trademark registration for the classes identified in this form- and you confirm you have reviewed and accepted the Terms and Conditions (appearing on the opposite page of this form) and the terms of this order form. Please read the Terms and Conditions and this document carefully. By signing this document, you grant Gary Guttenberg, Attorney-At-Law, of Intellectual Property Services USA Incorporated, correspondence address: 1940 Duke Street 2nd Floor, Alexandria, Virginia 22314, Tel: (703) 988-7005, Fax: (703) 988-7007, info@IntellectualPropertyServices.org a power of attorney to represent you in filing the declaration of use concerning your trademark registration. This declaration of use order is optional and only acts as a reminder. This is not a bill. You can also contact your own representative to assist you with the declaration of use. In the event that you require modifications to this form, please email such requests to info@IntellectualPropertyServices.org and an amended form, if accepted, will be promptly mailed or emailed back to you. If you have any questions regarding the status of your declaration of use please contact our renewal department via e-mail at info@IntellectualPropertyServices.org or via telephone at our toll-free number 1 (800) 809-2932 or our local numbers in Virginia, Tel: (703) 988-7005 or Fax: (703) 988-7007.</p>			
<p>X _____ Date and Signature Printed Name and Title</p> <p>Sign and return in the enclosed envelope</p> <p>_____ Date and Signature, Intellectual Property Services USA Incorporated Attorney-At-Law, Gary Guttenberg</p>			

Important Trademark Renewal Offer

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Terms and Conditions

This Agreement ("Agreement") sets forth the Terms and Conditions ("T&C") of the declaration of use, incontestability, and/or renewal of your trademark registration solely with the United States Patent and Trademark Office ("USPTO") by the attorney-at-law ("Attorney"), of Intellectual Property Services USA Incorporated ("IPS"), Correspondence address: Intellectual Property Services USA Incorporated, 1940 Duke Street, STE 200, Alexandria, Virginia 22314, Headquarter: Intellectual Property Services USA AB, Karlavagen 18, Stockholm 11431, appointed by you on the trademark renewal order form ("Order") appearing on the opposite page to these T&C. By signing this document, either directly or through any representative on your behalf, you automatically and irrevocably agree to these T&C and permit Attorney and IPS to disclose any and all necessary information in connection with your declaration(s) and/or renewal to any third party service provider(s) assisting Attorney or IPS with the production and processing of paperwork and payments as necessary to prepare and to register your trademark registration renewal with the USPTO. Such support staff assistance may also include communications with your company, the USPTO, and with the Attorney and IPS.

Agreement In-Force: The filing of your declaration(s) and/or trademark registration renewal application may be declined, at the sole discretion of Attorney. Once your Order is received, you are irrevocably liable for the agreed flat fees (including any and all taxes applicable thereto) arising in connection with the placement of such Order to the extent the Attorney does not decline the Order in writing. To clarify, should you subsequently desire to cancel the Order or to replace the Attorney, the flat fees shall remain fully binding and you hereby agree, therefore, to pay the full amount of the Order.

1. **Responsibility:** Neither the Attorney nor IPS are liable for any defects in information appearing on the Order, whether or not such defects result in losses, delays, and/or prejudice to your trademark registration renewal rights. As such, IT IS SOLELY YOUR RESPONSIBILITY TO REVIEW THE DETAILS CONTAINED IN THE ORDER CAREFULLY AND TO ENSURE THE INFORMATION IS TRUE, ACCURATE, AND REFLECTS ALL GOODS AND/OR SERVICES FOR WHICH YOU WOULD LIKE TO MAKE ANY DECLARATION AND/OR RENEW THE TRADEMARK IN QUESTION. No reductions in goods and/or services shall be permitted following placement of the Order unless otherwise agreed in writing between the parties hereto. Neither IPS nor Attorney shall, unless otherwise agreed in a signed writing, provide any services in connection with filings of any kind beyond the declaration of use, declaration of incontestability (as applicable) and/or trademark registration renewal application filed directly with the USPTO. Neither IPS nor Attorney make any warranty or representation that any filings with the USPTO are sufficient in the event there are any filing or payment obligations, with respect to your trademark, in other jurisdictions.

2. **Failure to timely and completely submit your Order or other information:** In the event that any information, signatures, authorizations, clarifications, specimens, or remedial information is requested by Attorney or IPS, in order to complete declaration(s) and/or a renewal, you agree to comply therewith within 14 calendar days of any such request. Failure to timely return the Order and/or to provide the requested information or documentation may result in your trademark registration renewal or declaration not being completed and/or not being accepted by USPTO. In such event, you will be held responsible and IPS and/or Attorney will make no refunds. Neither the Attorney nor IPS shall have any liability whatsoever in such event. A declaration and/or trademark registration renewal application must include specimens of the current use of the trademark for each class of goods and services included for the trademark. If you provide specimens which are incomplete or not in accordance with the requirements of USPTO, Attorney, either directly or indirectly, will be required to furnish you with a notice of specimen correction and Attorney will also have to review your subsequently provided specimens. This results in additional time having to be expended and, as such, a fee of two hundred U.S. dollars (\$200) will be assessed for each occasion when the specimens are rejected as being deficient. Further, should your declaration(s) and/or registration renewal application be submitted to USPTO after the initial deadline for the same, you will be liable for any and all late fees assessed by the USPTO.

3. **Flat Fees:** Upon the earlier of the receipt of the signed Order or your payment of the flat fees, the flat fees shall be fully binding and are non-refundable. To clarify, Attorney engages in preparatory work prior to Attorney's submission of the applicable form(s) to USPTO. As such, in the event payment of the Order fees is not received on or before the due date for the same, Attorney shall be entitled to suspend your declaration of use and/or trademark registration renewal application (with absolutely no liability of any kind to the Attorney and/or IPS regardless of the occurrence of any prejudice to or loss of your trademark registration) until such time as the fees are fully paid.

4. **Authorizations:** When executing the Order, you are appointing, via a power-of-attorney, Attorney to represent you or your company in submitting the declaration of use, declaration of incontestability (as applicable), and/or trademark registration renewal (as applicable) in question with USPTO and to engage (and to utilize support staff to assist) in all other necessary reviews, discussions, appointments, disclosures, and signatures as necessary to complete such submission. Attorney shall bear no liability of any kind for any deficiency in the services performed by any third party service provider(s).

5. **Duty to Cooperate:** Upon executing the Order, you automatically and irrevocably agree to provide all information, contact details, and cooperation necessary for the

Attorney to successfully perform his services, and for third party service provider(s) to successfully perform their supportive services to Attorney in connection with the declaration(s) and/or trademark registration renewal. In the event of any failure to provide such cooperation and/or information, you shall be fully liable for all fees set forth in the signed Order. Any errors or omissions in any documents pertaining to the declaration(s) and /or registration renewal including, without limitation, any declaration(s) and/or trademark registration renewal confirmation must be corrected by you with Attorney, IPS or designated service providers within thirty (30) calendar days of the date of dispatch (if any) of such information to you—otherwise, such documents and information shall be conclusively deemed accepted by you.

6. **Renewal Information:** As part of the declaration(s) and/or renewal process for a trademark that is in use, you agree, by signing the Order, that the Attorney can make and sign a declaration including the following information (as well as any other necessary information):

Registration number, name, and address of current trademark owner appearing on Order;

Fee for filing the declaration;

A statement that the registered mark is in use (and has been in use for any requisite period) in commerce; a list of the goods/services recited in the registration on or in connection with which the mark is in use; and one specimen per class of goods/services. Examples of acceptable specimens are tags or labels for goods, and advertisements for services.

In the event that a trademark is not in use in one or more classes, it may be possible to preserve and/or renew the trademark registration under "excusable non-use status". Should you desire additional information about this alternative, please send an email requesting such information to info@intellectualpropertyservices.org and a clarification may be emailed to you. The flat fees do not include services pertaining to "excusable non-use".

7. **Taxes and Expenses:** All taxes, fees, and expenses incurred in making any declaration(s) and/or renewing or transferring a particular trademark shall be borne by you. You understand and agree that the fees set forth in the Order are limited to the services expressly listed therein and herein subject to these T&C.

8. **LIMITATION OF LIABILITY: NEITHER ATTORNEY NOR IPS SHALL BE 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 YOU OR ANY THIRD PARTY; (C) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO ANY REMINDER SYSTEMS; (D) THE NON-DELIVERY OR FAILURE OF DELIVERY OF DATA BETWEEN YOU AND ATTORNEY, IPS AND/OR ANY THIRD PARTY SERVICE PROVIDERS; (E) EVENTS BEYOND ATTORNEY'S OR IPS'S CONTROL, INCLUDING BUT NOT LIMITED TO ANY FORCE MAJEURE OR ERRORS OR OMISSIONS OF THE USPTO. NEITHER IPS NOR ATTORNEY SHALL BE LIABLE FOR ANY 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, EVEN IF ATTORNEY OR IPS HAS BEEN ADVISED OF OR OTHERWISE HAD NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES OR THE POSSIBILITY THAT SUCH DAMAGES WOULD ARISE WAS REASONABLY OR CLEARLY FORESEEABLE. IN NO EVENT SHALL IPS'S AND ATTORNEY'S MAXIMUM AGGREGATED LIABILITY EXCEED FIVE HUNDRED (500) U.S. DOLLARS. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW ANY LIMITATIONS OR EXCLUSIONS OF LIABILITY REFERRED TO HEREIN, THE LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. NEITHER ATTORNEY NOR IPS REPRESENTS OR WARRANTS THAT THE REGISTRATION OF YOUR TRADEMARK CAN OR WILL IMMUNIZE YOU FROM THIRD PARTY CHALLENGES: ALL TRADEMARK SERVICES ARE PROVIDED TO YOU AND/OR YOUR COMPANY "AS IS." NEITHER ATTORNEY NOR IPS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TRADEMARK YOU ARE RENEWING, INCLUDING, BUT NOT LIMITED TO, USABILITY UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TRADEMARK LAW. NEITHER ATTORNEY NOR IPS REPRESENTS OR WARRANTS THAT THE TRADEMARK YOU RENEW UNDER THIS AGREEMENT WILL NOT BE SUSPENDED, CANCELLED OR TRANSFERRED FROM YOU TO A THIRD PARTY AS A RESULT OF A CHALLENGE FROM ANY THIRD PARTY OR USPTO.**

9. **Indemnification:** You will defend, indemnify and hold harmless Attorney and IPS for any loss, damages or costs, including attorneys' fees, resulting from any third party claim, action, or demand related to your trademark, trademark registration, declaration(s) thereof or any use thereof, whether or not authorized, approved or known by you.

10. **Governing law:** This Agreement shall be construed in accordance with and be governed by the laws of New York, giving no effect to any conflict of laws rules. Any dispute shall be finally resolved by arbitration in New York, New York according to the rules of the American Arbitration Association.

11. **Entire Agreement:** These T&C and the Order constitute the complete and entire agreement concerning the trademark registration renewal. You may not modify any provision of these T&C absent a written acceptance signed by Attorney.



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BUSINESS REPLY MAIL
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INTELLECTUAL PROPERTY SERVICES USA INCORPORATED
STE 200
1940 DUKE STREET
ALEXANDRIA VA 22314-9813

