## Reminder

www.patenttrademarkoffice.org

101 Hudson Street, 21st Floor Jersey City, NJ 07302 United States

Patent & Trademark Office

Correspondence address:





Your trademark is about to expire. Start renewal date:

Trademark registration requires a filing between the 5th and 6th years after registration to remain valid. Sign and return this document in order to renew your trademark.

Trademark name:	Registration number:		
Filing Date: 10-24-2011	Number of classes: 1		
Serial Number:	Registration date:		
Mark Type: Service Mark	Classes:		
Register: Principal	Mark Drawing Type: 4		

## **IMPORTANT INFORMATION – PLEASE READ**

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 \$ 890 for one class and \$ 295 for each additional class for the whole period of five (5) years. You will receive an invoice from us after we receive 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 and also empower Patent & Trademark Office to renew the trademark stated above on your behalf. Patent & Trademark Office reminds companies when their trademarks are due for renewal. Note that trademarks may be lost if they are not renewed in time. Patent & Trademark Office is a private business that is not endorsed by the U.S. government. Patent & Trademark Office provides the expertise that modern businesses need to navigate the renewal process. This renewal is optional and only acts as a reminder. 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@patenttrademarkoffice.org or telephone 212 796 6899 or fax 646 786 3245.

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GRAPHIC REPRESENTATION (if applicable)							
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SIGN AND RETURN IN THE ENCLOSED ENVELOPE /

Name, Last name:

Date: E-mail: Position: This Agreement sets forth the terms and conditions for services of Patent & Trademark Office LLC (hereinafter "PTO"), registered at 299 Park Avenue, 6 th Floor, New York, NY 10171. By signing this document or accepting services from PTO, 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 PTO, and shall become effective when PTO accepts your request for services for trademark or patent renewal services.

2. PTO is a private service provider and is not part of or affiliated with the United States government.

3. Disclaimer regarding improper use or infringement of trademarks or patents: PTO 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 or patents. You represent and warrant to PTO that you are authorized to renew all trademarks or patents you select and that such trademarks or patents do not infringe upon the rights of any other parties.

4. Your trademark or patent will be renewed as it was originally filed, with the originally filed specimen (if applicable) or with the specimen (if applicable) filed in the latest renewal. Failure to submit information: In the event PTO requires information from you, signatures or authorizations as necessary to complete 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 renewal. In this event, PTO will not be held responsible for any failure to renew any trademarks or patents and will make no refunds.

5 Fees: For services provided under this Agreement, you will pay all applicable periodic renewal fees as they come due. 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, PTO has the right to add a 25% surcharge to the invoice amount within 6 months after the trademark's or patent's expiration date. By undertaking this agreement, you are authorizing PTO 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 PTO to conduct negotiations and act on your behalf with any party needed in order to renew your trademark or patent.

7. Obligation: By accepting these terms and conditions you specifically and irrevocably obligate yourself to provide PTO with all the information necessary for PTO to successfully perform a renewal including any necessary login information or authorization codes. Your failure to provide any necessary information will release PTO from any liability or obligation as related to this Agreement.

8. Registrant Information: As part of the renewal process, you are obliged to provide PTO with all necessary information. In order to renew your trademark or patent, you must keep this information up-to-date, complete and accurate. This information includes: your full name, postal address, e-mail address (if available), 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 has to be mentioned. Providing inaccurate or incomplete information, failing to update information promptly, or failing to respond within ten (10) calendar days to inquiries by PTO regarding the accuracy of contact information supplied in the registrant's application for a trademark or patent renewal will constitute a breach of this Agreement; and may result in cancellation of this Agreement.

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

10. Limitation of Warranty: PTO 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 or a patent; (b) use of your trademark or patent, or any similar or related trademark or patent, by yourself or any third party; (c) access delays or access interruptions to PTO's registration system; (d) the non-delivery or incorrect delivery of data between yourself and PTO; (e) events beyond PTO'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 or patent, (f) you or your agent's failure to pay any fees due pursuant to this Agreement. Further, PTO 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 PTO's maximum liability exceed \$500, PTO does not guarantee that the renewal of your trademark or patent can or will protect your rights from third party challenges. All trademark or patent you are renewing, including but not limited to merchantability, fitness for a particular purpose, or legal usability under applicable intellectual property law.

11. Indemnification: You will defend, indemnify and hold PTO harmless, as well as any other relevant trademark and patent 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 New York.

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 the New York. New York. You consent to jurisdiction over you by courts in New York.

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

