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SUMMARY OF CHARGES FOR TRADEMARK & COPYRIGHT WORK*

Trademark Search

- TM "Knockout" Search & Analysis - \$500
 - o Includes search of USPTO & State pending and registered marks + Analysis Report
 - o Only includes the "literal" (i.e., words) portions of any mark and only for the exact words.
- TM "Full Search: \$1,000 + (varies)
 - o Includes search of USPTO & State pending and registered marks + Common law + Analysis Report.
- International TM Search - Varies by country and the number of countries to be searched.

Trademark Application

- USPTO TM Application - \$500 (up to 3 TM classes) + Filing Fees.
 - o Post-filing prosecution billed at hourly rates.
 - o Does not include USPTO filing fee, which ranges from \$275 to \$375 per class
 - o Additional applications filed concurrently may be discounted.
- State TM Application - \$500 (per class, unless state allows consolidated filing; if so, up to 3 classes)
 - o Filing fees vary greatly from state to state.
- Madrid TM Filings - See attached "Madrid Protocol Applications"
- Other International TM Filings - Varies by Country
 - o Filing fees vary greatly from country to country.
 - o *Cl*a Hourly rates apply to manage TM prosecution in host country by local attorneys.

Copyright

- Prepare and file U.S. Library of Congress Copyright Registration Application for most standard works - \$500 + Filing Fees
- Prepare and file U.S. Library of Congress Copyright Registration Application for computer software - \$750 + Filing Fees
- Basic License of © to Affiliate - \$275.
- Basic License of © to Non-Affiliate - \$550

Additional IP-Related Fees

- SAU or AAU - \$275 + Filing Fees (i.e., supplemental filing for "Intent to Use" applications).
- Section 8, 9, or 15, or Combo Section 8/15 filings - \$550 each (renewals, etc.) + Filing Fees
- Initial Opposition filing - \$550
- Basic License of TM to Affiliate - \$275.
- Non-Substantive Response to Office Action - \$275
- Assignment of TM or © w/ recordation - \$550 + Filing Fees
- Basic License of TM to Non-Affiliate - \$550
- Basic Cease & Desist Letter (no research required) - \$550
- Specimen Drafting Fee - \$150 per specimen.
- All Other TM/© work - \$275 per hour.
- **Filing Fees & Additional expenses will vary and are not included in this Budget.**

**Assuming work is of average effort. This chart is informational only; is not an offer or contract for services. Firm representation only begins upon Firm's acceptance of executed firm engagement agreement and deposit of retainer and/or other funds, and representation is subject to the Firm's Client Services Policies. Fees and Charges are subject to change. This Chart last updated: April 4, 2008*

MADRID PROTOCOL APPLICATIONS*

While there is no true “international” trademark application, the Madrid Protocol allows for the filing of trademark applications with several nations simultaneously. While this process is sometimes warranted, there are There are three components to the total cost for filing a Madrid Protocol application: (1) our fee for preparing and filing the application; (2) the USPTO fee; and (3) International Fees. These fees are:

1. C/a fee for preparing and filing a Madrid Protocol application in the USPTO - \$825 (includes the USPTO application), plus all required filing fees.
2. USPTO service fees for the international applications are \$100 per class, if the application is based on one US application/registration, or \$150 per class if the application is based on more than one US application/registration.
3. International fees depend on which countries are designated, and the characteristics of the mark. These fees for a single-class application are in the range of \$700 (black and white mark, least expensive country) to over \$15,000 (for all Madrid Protocol countries). A schedule of international fees and a **fee calculator** are available on the WIPO website. Note that because the International Fees must be paid in Swiss Francs at the exchange rate current at the time of filing, it is only possible to give an estimate of fees in advance.
4. Once the application is filed, it will be certified by the USPTO, and, if there are any problems found, the USPTO will issue an “Office Action, “ and a response and amendment will need to be filed within 6 months. Office Action responses are handled by C/a according to the terms described on the prior page. The application will then be submitted to each of the designated countries, and objections might be raised by the national trademark offices in one or more of those countries, **which will have to be dealt with through local agents in each country**. It is impossible to estimate the costs of these responses upfront, but it would appear that an additional budget of \$1,000 or so per country for local agent's fees would realistic.
5. Note for overseas clients: C/a can file Madrid Protocol applications in the USPTO only based on prior US national trademark filings, and only for clients who are United States nationals or "have either a real and effective industrial and commercial establishment or a domicile" in the US. Overseas clients need to file Madrid applications in their home countries. Any other filings would be handled by foreign counsel, under management of C/a.

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NOTICE C/A FIRM POLICIES REGARDING
TRADEMARK & COPYRIGHT SEARCHES AND APPLICATIONS

We (the Firm) will make all reasonable efforts to obtain favorable results with respect to trademark and copyright matters. However, the Firm cannot, and does not, make any promises or guarantees regarding the outcome of any particular matter or application. Any recommendations or opinions regarding the use of a mark or the likelihood of success of any application are merely guesses based on our past experience, and based on the information available to us at the time, and should not be the sole determining factor in deciding to pursue an application or use a given mark or copyrighted work. Furthermore, the Firm cannot guarantee that any trademark or copyright search will uncover all possible conflicting uses of a mark or a confusingly similar mark or prior work.

For “flat fee” services, no full or partial refunds of any fees will be issued once a search is initiated by us, including, but not limited to, situations where you decide not to pursue the application after receiving our search report, or an application is abandoned by you (affirmatively or through lack of responsiveness) or rejected by the USPTO, US Copyright Office, or any state trademark office for any other reason. Please note that we consider all applications abandoned by you if you fail to authorize the filing of an application within thirty (30) days after we submit a search report to you, or if you fail to respond to a request from us related to such search or application within thirty (30) days, unless a different date for responding is listed in the request.

To ensure that all deadlines are met in relation to prosecution of trademark and copyright applications, we will maintain an active docket concerning all mandatory response deadlines for your trademark and copyright files until the application is finally approved or rejected by the USPTO, US Copyright Office, or relevant state trademark office, or until the application is abandoned by you. The Firm considers our work on a trademark or copyright file ended once a mark or copyrighted work is registered or abandoned. Thereafter, you retain all liability for ensuring that all deadlines are met, including, but not limited to, renewals. Any further services we provide in connection with such marks or works, such as sending reminders for renewals, notices of potential infringement by others, etc., are merely provided as a courtesy to you. We do not assume liability for notifying you of any such deadlines or ensuring that such deadlines are met. Similarly, although we will use reasonable efforts to report any information related to possible infringement activity relating to one or more of your marks or works, we assume no liability to police any of your marks for such infringement, nor to report such findings to you.