



# VESTED LAW LLP

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\*\*\*\*\* PRIVILEGED AND CONFIDENTIAL \*\*\*\*\*

\_\_\_\_\_, 2022

Client Name (trademark owner name): \_\_\_\_\_  
Client Address: \_\_\_\_\_  
Client Phone: \_\_\_\_\_  
Client Email: \_\_\_\_\_

**Re: Terms of Engagement of Vested Law LLP for Trademark Services.**

Dear Client:

My name is Steven Rinehart. I am an attorney with Vested Law LLP. This letter sets forth the terms of your engagement of Vested Law LLP to seek trademark registration for the purpose of entering the Amazon Brand Registry. My goal is to provide top-quality service to my clients for fair and reasonable compensation. Please do not hesitate to contact me if at any time you become dissatisfied with any aspect of the service I provide or if you have suggestions or recommendations on how I might serve you better.

I have agreed at this time to represent you in filing one or more trademark applications with the United States Patent and Trademark Office (USPTO) (the "Trademark Application(s)") and understand you intend to use these filing to enter the Amazon Brand Registry so that you can offer enhanced brand content in your Amazon listings. I intend to prepare and file the Trademark Application(s) within one business day of receiving the information necessary from you to file, including this engagement letter, payment, ownership and first use information, and a specimen showing the trademark being used.

You have agreed to compensate me a flat fee of \$745 for the first trademark filing, and \$590 for each additional trademark filing. These figures include applicable filing fees. You have agreed to escrow the funds necessary to draft and file the applications in my IOLTA trust account by credit card (or by wire) before the representation begins. Other patent attorneys/lawyers may assist me in filing the Trademark Application(s).

My fees set forth herein include office actions responses to the trademark within reason, but do not include the cost of any appeals of trademarks rejections. You agree that I may file simple office action responses on my own discretion to expedite issuance of the trademark.

At this time, I have agreed to represent you only in filing and prosecuting the Trademark Application(s), not in any other matter, including patents, litigation, licensing, etc. If you would like me representation in other future matters, we will try to work out a flat fee for representation as above before beginning work, but you agree that should I, or other patent attorneys, represent you in matters not set forth herein (meaning not matters relating to the Trademark Application(s)), and a supplemental compensation arrangement has not been agreed upon, you will pay my legal fees at \$275/hour for new services you request, as well all hard costs necessary to prosecute your interests in the representation, including, but not limited to, filing fees, travel, express mailing, copying, etc. and all other out-of-pocket expenses.

My rights to payment of the escrowed funds will irrevocably vest upon filing of the Trademark Application(s). I reserve the right to withdraw as your attorney of record at anytime should I feel the circumstances warrant it. Circumstances which may warrant my withdrawal include, but are not limited to, a heavy case load, accepting employment with a firm that will not allow your continued representation, a conflict of interest with another client, your failure to make payment of my fees, my discovering that material facts relevant to my representation have been misrepresented to me, a belief that substitute counsel will better serve your needs, and the like. You also agree to allow me to bring in other co-counsel to represent you if I believe it is necessary provided that I consult with you on the matter first.

Upon receipt of this engagement letter, we will perform a complimentary, cursory clearance search of the Trademark Application(s) with the USPTO to try and get a better understanding of whether there any obvious obstacles to registration of the Trademark Application(s). This is not an exhaustive search of all corporations doing business in the United States, nor does it constitute a formal legal opinion of trademarkability. I will advise you of any problems we ascertain are likely to present challenges before filing and accepting payment from you.

I do not guarantee the successful outcome of any matter undertaken for clients. Predictions about the outcome of trademark filings with the USPTO are only estimates and expressions of judgment, and are not representations or guaranties that any particular result will actually occur. I cannot guarantee that the USPTO will issue all trademarks on all applications, though I do not file applications which I know will be denied. In short, you are paying me for my time to represent you in preparing, filing and prosecuting the application, but not for a guarantee the USPTO will issue the Trademark Application(s).

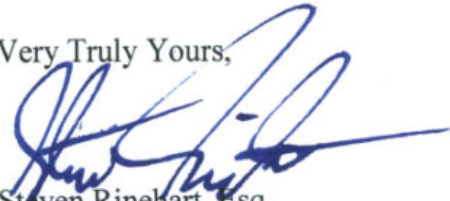
Occasionally, I am asked to represent clients whose interests are adverse, either economically or in a legal sense. By hiring me, you agree that if I consult with you first, you will allow me to undertake these matters provided that any matter that I undertake that is adverse to you is not substantially related to the matter in which I represent you and that no attorney at my firm who is directly involved in representing you and in possession of confidential information concerning you or your business will be directly involved in representing adverse interests unless you consent to such representation. Subject to these understandings, you agree that you will not use my representation of you or your business or my receipt of confidential information from you as a basis for seeking my disqualification as counsel to persons with adverse interests.

Please be aware that upon issuance of your Trademark Application(s), my representation of you as a client is terminated unless we agree otherwise in writing. You must also be aware that trademarks must be renewed after five years with the USPTO by filing Section 8 and 15

affidavits with the USPTO. It is up to you as a client to remember to pay the fees and file these affidavits. Although my office may assist you in doing this if you contact us after five years, we not send out reminders these fees are due nor do we track your trademark(s) after they have issued.

In the event of any dispute concerning this agreement or amounts owed us, we each agree to submit that dispute to binding arbitration before the Utah State Bar in the United States in accordance with its rules and procedures.

If these understandings are agreeable, please so indicate by signing a copy of this letter where indicated below and returning a copy of this page to me by mail or fax. I look forward to working with you.

Very Truly Yours,  
  
Steven Rinehart, Esq.  
*Registered Patent Attorney*

Accepted and agreed to this \_\_\_\_\_ of \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
Client Signature

**ADDENDUM A**

PLEASE REMIT PAYMENT TO ME FOR THE INITIAL FILING FEE BEFORE MY REPRESENTATION BEGINS BY EITHER OF THE FOLLOWING METHODS OF YOUR CHOICE:

**Method 1: Credit Card**

*(Will not be kept after billing)*

Credit-card information:

Card Number: \_\_\_\_\_

Expiration: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

*NOTE: Your card will be billed within 24 hours for the Funds. These funds are refundable if the work does not meet with your satisfaction.*

**Method 2: Money Wire to the U.S.**

Wire instructions

Receiving Bank:	U.S. Bank
Receiving Address:	475 E. 200 S. Salt Lake City, UT 84111 United States of America (801) 537-6799
Care of:	Steven Rinehart, Esq. (Trust)
Routing No:	124302150
Account No:	153151586648