Feigin & Fridman
Intellectual Property Law

Feigin & Fridman LLC
Patent & Trademark Attorneys
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Attorney Engagement Agreement

Thank you for choosing **Feigin & Fridman, LLC** ("the firm") to represent you before the U.S. Patent and Trademark Office (USPTO) and to provide intellectual property services. This electronic agreement takes the place of a signed paper version. You accept it by signing below and/or sending payment.

1. Who We Are

Michael J. Feigin, Esq. is licensed and in good standing in New York, New Jersey, and before the USPTO.

Lawrence G. Fridman, Esq. is licensed and in good standing in Pennsylvania, the District of Columbia, and before the USPTO.

Joshua D. Feigin is a registered patent agent, licensed to practice before the USPTO.

Each member of the firm may serve clients throughout the United States and the world before the USPTO.

2. Keeping You Informed

We will keep you informed of the status of your applications as they progress at the USPTO.

We will ask for your approval before each action at the USPTO and follow your decisions, subject to our ethical and legal obligations and professional judgment.

We will promptly answer your reasonable requests for information about your case.

3. Your Responsibilities

Keep your contact information current. A utility patent lasts 20 years, and trademarks must be renewed every 10 years. Please tell us, through this website, whenever your address, email, phone number, or other contact details change.

Give us instructions. Without your express instructions, the firm has no obligation to take any action.

Duty of candor. Everyone involved with an invention (inventors, attorneys, and others) must disclose all information material to the examination of the patent application. If you or anyone at your company knows of such information, including any public disclosure by you or anyone else before your filing date, send it to us so we can provide it to the USPTO. This duty continues until the patent issues. Failing to meet it may make the patent invalid or unenforceable. See 37 CFR 1.56.

4. What to Expect at the USPTO

A USPTO Examiner, who works under a Supervisor, will handle each application. We will do our best in our communications with the USPTO to get your patent issued, but the process can be subjective and there are no guarantees. Patent prosecution generally includes at least these steps:

1. **Search** for available prior art, so we can claim a reasonable scope of rights.
2. **Drafting** the written specification, drawings, and claims.
3. **Filing** in compliance with all USPTO filing requirements.
4. **Information disclosure**, telling the USPTO all known information about your invention (patents only).
5. **Office actions, interviews, and responses** with the USPTO.
6. **Issuance**, verifying that all information is correct and the patent is printed.
7. **Maintenance fees** at years 4, 8, and 12 for patents. Similar fees apply to trademarks at years 6 and 10.

Other requirements, such as continuations, appeals, and foreign filing, may also arise. We will explain them as needed.

5. Outside Professionals

Your matter may require other professionals, such as a patent illustrator, a search agency, or a foreign associate. We will hire them as necessary and confirm with you.

6. Fees and Payment

Payment before work. Before starting a service, we require a non-refundable payment of its estimated cost. Services include, for example, conducting a search, drafting and filing an application, responding to an Office Action, filing an assignment or information disclosure statement, receiving USPTO communications, docketing an issued application, and paying a maintenance fee.

Flat fees where possible. Our hourly rate, used for hourly billing and to set flat fees, is $450/hour and may be adjusted yearly.

Payment plans are available for larger amounts (over about $5,000), but we file documents with the USPTO only once payment is received in full.

Where funds go. Payments are placed in the firm's operating account unless otherwise specified.

Invoices are sent by email with a link to view them in your web browser; payment may be made by electronic check or bank wire.

Due date. Invoices are due within 30 days and before we file any document at the USPTO. We do not charge interest, but by sending payment you agree to pay, at the hourly rate above, for time and fees spent collecting payments more than 30 days past due.

7. Ending Our Engagement

You may end the firm's services at any time by notifying us in writing and filing a revocation or new power of attorney with the USPTO (if applicable). All outstanding invoices must be paid, and you agree to sign any forms needed for the USPTO.

8. Confidentiality

We will keep your information confidential in accordance with the USPTO rules in the Code of Federal Regulations, 37 CFR 10.56, 37 CFR 10.57 and 37 CFR 1.56.

9. Acceptance

Thank you for your business and for placing your trust in us. You can expect honest and reliable work in return. By signing below and/or sending payment, you agree to these terms and confirm that you understand them.

Sincerely,

Michael J. Feigin, Esq.

Attorney at Law
Feigin & Fridman LLC

Client Signature

Name

Date