



**LAWYERS PROFESSIONAL LIABILITY**

**COPYRIGHT, PATENT AND TRADEMARK SUPPLEMENTAL APPLICATION**

1. Provide a percentage breakdown of the firm's copyright, patent and trademark practice into the following categories:

Intellectual Property Practice	Domestic		Foreign	
	Past 12 Months	5 year average	Past 12 Months	5 year average
a. Intellectual Property Litigation				
b. Patent Infringement Counseling				
c. Patent Licensing				
d. Patent Prosecution				
e. Trademark Prosecution				
f. Trademark Registration/Licensing				
g. Copyright Registration/Licensing				
h. Patent Searches				

2. Provide the following for the firm's largest five Intellectual Property clients:

Type of Business	Sales Per Year	Number of Patents Held or Pending	Legal Services Provided	Year Legal Services Began

3. List the names of all lawyers engaged in Intellectual Property services during the last six years:

Name	Practice Specialty	Years in this Specialty	Percentage of Time Billed for the Past 12 Months	Average Annual percentage of Time for the Past Six Years

4. Are engagement, nonengagement and disengagement letters provided to all Intellectual Property clients? .....Yes  No
- a. Does the engagement letter outline the nature, scope and limitations of the firm's representation? .....Yes  No
- b. Is the responsibility for payment of maintenance fees, taxes or annuities clearly stated? .....Yes  No
5. Does the firm have a computerized docketing system to alert the appropriate responsible party specific to:
- a. statutory bar dates? .....Yes  No
- b. fee due dates, whether outsourced or not? .....Yes  No
- c. response dates? .....Yes  No
6. Who reviews the docket entries for accuracy? Check all that apply.  
Billing Partner  Partner in Charge of Work  Associate  Paralegal  Secretary
7. Does the firm outsource to other entities for Searches or Payment of Maintenance / Annuity Fees: .....Yes  No
- a. Does the firm verify that the outsource entity carries professional liability insurance coverage? .....Yes  No
- b. Does the firm obtain proof of insurance, such as a certificate of insurance? .....Yes  No
8. How does the firm choose an outsource entity? Check all that apply.  
Review of Work Product  Recommendations from Other Firms  Yellow Pages  Advertisements
9. Does the conflict avoidance system cross-check for conflicts between previous and existing clients? .....Yes  No
- a. Is sign off by all attorneys required before a new client can be accepted? .....Yes  No
- b. Does the firm allow equity interests with firm clients? .....Yes  No
- c. Does any firm member or spouse have a position or equity interest with an Intellectual Property client? .....Yes  No
- d. Has any firm member ever received or accepted royalties or shares in lieu of fees for services? .....Yes  No
10. Are Opinion letters issued by the firm reviewed by at least one other attorney not associated with the matter?.....Yes  No
11. Are client's advised in writing to mark the patented/trademarked product with the appropriate number or notice? ..Yes  No

**COPYRIGHT** (Check Box if Not Applicable) :

12. Does the firm's docket system include dates for:
- a. Copyright renewal filing? .....Yes  No
  - a. Responses to an office action? .....Yes  No
  - c. Infringement action filing? .....Yes  No
13. What is the firm's standard time frame for applying for copyright registration once instructed by the client? \_\_\_\_\_
14. Are transfers of ownership of copyright from one client to another fully documented in writing? .....Yes  No

**PATENT** (Check Box if Not Applicable):

15. Does the firm request written disclosure of specific dates of all printed publications, sales, offers for sale and/or public use of intellectual property from a client prior to filing of a patent application? .....Yes  No
16. Does the firm request in writing the client's intent to pursue or not to pursue a foreign patent application? .....Yes  No
17. Does the firm request in writing the client's disclosure of patent applications filed in foreign countries? .....Yes  No
18. Are foreign clients advised of the requirements needed to satisfy the establishment of the date of invention for U.S. Patents? .....Yes  No
19. Does the firm disclose in writing to all patent clients, all dates for payment of maintenance fees, annual payments or annuities to be paid by the client to keep an application or patent in force? .....Yes  No
20. Indicate the percentage of the types of Patent Opinions rendered by the firm.
- a. Patentability ..... \_\_\_\_\_
  - b. Infringement ..... \_\_\_\_\_
  - c. Validity ..... \_\_\_\_\_
21. For the types of patent opinions rendered, does the firm disclose the scope and extent of the search conducted that is the basis for the opinion? .....Yes  No
22. Does the firm guarantee patent opinions rendered? .....Yes  No
23. Does the firm disclose in writing to the client and require the client's written agreement regarding patent applications and strategies taken or to be taken with respect to the GATT implementation legislation of June 8, 1995? .....Yes  No

**TRADEMARK** (Check Box if Not Applicable):

24. Does the firm's docket system advise regarding dates for:
- a. Response to all PTO actions? .....Yes  No
  - b. Declaration of use after registration? .....Yes  No
  - c. Statement of incontestability after registration? .....Yes  No
  - d. Renewal of trademark? .....Yes  No
25. Does the firm:
- a. Perform searches of the records of the PTO for trademarks? .....Yes  No
  - b. Search common law sources, such as publications and business indices for existing trademarks? .....Yes  No
  - c. Outsource the searching to an entity to perform PTO searches? .....Yes  No
  - d. Outsource the searching to an entity to search common law sources? .....Yes  No
26. Does the firm advise that the trademark search is not guaranteed against all common law sources? .....Yes  No
27. Are transfers of ownership of trademarks from one entity to another fully documented in writing? .....Yes  No
28. Are all trademark assignments promptly and properly recorded with the PTO? .....Yes  No
29. Does the firm advise the client in writing of the use of proper trademark notice? .....Yes  No

The undersigned represents that the statements set forth herein are true, complete and accurate and that there has been no attempt at suppression or misstatement of any material facts known, and agrees that this Supplemental Application shall be included in the basis of any coverage and a part of any policy that may be issued by the Company.

**Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.**

\_\_\_\_\_  
Name of Applicant Firm

\_\_\_\_\_  
Signature of Partner, Officer and/or Owner

\_\_\_\_\_  
Date