



Dunlap, Grubb & Weaver PLLC
 P (703) 777-7319
 P (202) 316-8558
 F (202) 318-0242

Select Filing Preference:

- \$350 Flat Fee - Regular Handling (12+ months)**
+ Filing Fee = \$45-\$65
- \$1,000 Flat Fee - Expedited Handling (one week)**
+ Filing Fee = \$795-\$815

Copyright Questionnaire

Thank you for taking the time to complete this questionnaire. Please contact our office if you have any questions or require assistance. Please return the completed questionnaire and requested materials to us as soon as possible. Substantive rights may be established as of the filing date of a US copyright application, particularly within ninety days of publication or before actual infringement occurs.

<p>(1) Please give the full name, address, telephone number, and type of business entity (i.e., individual, partnership, or corporation, including state of organization or incorporation) of the copyright owner.</p>		<p><i>For Example:</i></p> <p>Special C, Inc. (a Virginia Corporation) 333 Old Dominion Rd Anytown, VA 20000 (703) 555-1212</p>
<p>(2) What type of work is this?</p>	<p><input type="checkbox"/> work of the performing arts (musical and dramatic works, pantomimes and choreographic works, motion pictures, and other audiovisual works, including computer program screen outputs)?</p> <p><input type="checkbox"/> sound recording?</p> <p><input type="checkbox"/> work of the visual arts (paintings, sketchings, drawings, sculptures, maps, photographs, scale models, jewelry designs, fabric designs, architectural design</p> <p><input type="checkbox"/> nondramatic literary work (fiction, non-fiction, poetry, textbooks, reference works, directories, catalogs, advertising copy, compilations of information, computer program)?</p> <p><input type="checkbox"/> if this work is a contribution to a periodical or collection of various works, please give the title of this individual contribution and the title of the collection as a whole.</p>	
<p>(3) Describe the general character of this work (i.e., instructional video tape, musical recording, lithographic print).</p>		
<p>(4) Have copies of this work been publicly distributed or given to another for purposes of distribution to the public? If so, please describe the circumstances, and give the date (month/day/year) when this first occurred, and the location.</p>	<p><input type="text"/> Circumstances: <input type="text"/></p> <p>Location: <input type="text"/></p> <p>If an architectural work, has the building been constructed? <input type="text"/></p>	
<p>(5) What is the exact title of this work?</p>		
<p>(6) What is the full legal name of the person who actually created this work (the author)?</p>		<p><i>Tip:</i> If the work was prepared for your company or under a written work for hire agreement, you may leave out the personal information about the actual author and skip to question (10).</p>

(7) What is the date of birth of the person who actually created this work (the author)?	<input type="text"/>
(8) What is the nation of citizenship of the person who actually created this work (the author)?	<input type="checkbox"/> United States <input type="checkbox"/> Other <input type="text"/>
(9) Was this work done anonymously or pseudonymously?	<input type="text"/>
(10) Was the work prepared by an employee acting within the scope of his/her employment or under a written agreement with the person who prepared the work?	<input type="text"/>
(11) If there is more than one author, what was each author's contribution to this work (i.e., text, photography, artwork, illustrations)?	<input type="text"/>
(12) Who owns the copyright in the work? If different from the author of the work, please explain how ownership was obtained (i.e., copyright was assigned, author is the employee of the copyright owner).	<input type="checkbox"/> Applicant owns copyright as author is full-time employee and work was within scope of duties. <input type="checkbox"/> Applicant owns copyright as author signed written agreement assigning rights to work. <input type="checkbox"/> Other circumstance <input type="text"/>
(13) Has this work, or an earlier version of this work, been previously registered with the Copyright Office? If so, what is the Registration No. and date of registration? Why is another registration being sought?	<input type="text"/> Registration No. <input type="text"/> Date of Registration <input type="text"/> New Reg. Sought Because: <input type="text"/>
(14) Is this work derived, or based on, a pre-existing work? (i.e., a translation or abridgment)? If so, how does this work differ from the pre-existing work (i.e., sculpture based on a drawing)?	<input type="text"/> Difference: <input type="text"/>
(15) Does this work consist of a collection of pre-existing materials or information which you have selected from a number of sources? If so, please describe this collection (i.e., compilation of 19th-century political cartoons).	<input type="text"/> Collection comprises: <input type="text"/>
(16) Do you wish to provide the Copyright Office with a license to make copies of this work for the blind and physically handicapped?	<input type="text"/>
(17) When was this work completed?	<input type="text"/>
Please return the completed questionnaire with three (3) copies of the best edition of this work. If this is a computer program, please provide up to 50 pages of source code. Redact (mark out) any code which may be considered trade secret. If there are over 50 pages of source code, please only forward the first and last 25 pages. Three (3) copies of the requisite source code are needed.	

DUNLAP GRUBB WEAVER REPRESENTATION AGREEMENT

We are pleased to welcome you (hereinafter referred to as "You" or "Client"), the party identified in information field number 1 (above) of this form, as a new client of **Dunlap, Grubb & Weaver, PLLC**, d/b/a the US Trademark Group. We apologize for the length and complexity of this Representation Agreement, however, the Virginia Rules of Professional Conduct are quite explicit concerning what information must be contained in these Agreements, and we have found that the more that is disclosed before work is actually begun, the fewer questions and problems are likely to arise later because of billing inquiries. This Agreement formally will set forth the terms and conditions pursuant to which we will act as your attorneys, and will define several aspects of the relationship between us and you, so that you will clearly understand the relationship and the scope of our representation. We look forward to a mutually beneficial relationship, and if at any time you have any question, comment, or require any additional information, please do not hesitate to contact us directly.

1. IDENTIFICATION OF PARTIES. This Agreement is made between **Dunlap, Grubb & Weaver, PLLC** hereinafter referred to as "Attorney" and you herein referred to as "Client." By clicking the "I accept" button below, you consent to the terms of this Agreement.

2. LEGAL SERVICES TO BE PROVIDED. The legal services to be provided by Attorney to Client are listed in the first paragraph of this agreement. In addition, even after the normal conclusion of services, including but not limited to intellectual property prosecution projects, if Attorney ever is called upon to perform additional services, including being deposed about the matters that were the subject of the representation, Client agrees to pay Attorney (or the lawyer's then-current employer) the then-applicable hourly rates for the applicable lawyer's time, including preparation time. Client acknowledges that, for the filing of trademark, patent, or copyright applications, the fees only cover the filing of the application and not work on subsequent office actions or appeals. All additional services are at an additional charge. **NOTWITHSTANDING THE FOREGOING, CLIENT WITHOUT NOTICE SPECIFICALLY PRE-AUTHORIZES ATTORNEY TO RESPOND TO ALL TECHNICAL/ NON-SUBSTANTIVE ACTIONS WHERE SUCH RESPONSE WOULD TAKE LESS THAN 30 MINUTES OF ATTORNEY TIME, BILLED AT THE RATES DETAILED HEREIN. IN THE EVENT A SUBSTANTIVE OR NON-SUBSTANTIVE/ TECHNICAL ACTION REQUIRES MORE THAN 30 MINUTES OF ATTORNEY TIME, THE CLIENT SPECIFICALLY AUTHORIZES ATTORNEY TO PREPARE AN ANALYSIS OF SUCH OFFICE ACTION FOR CLIENT'S REVIEW, FOR WHICH THE CLIENT HEREBY SPECIFICALLY PRE-AUTHORIZES 30 MINUTES OF ATTORNEY TIME, BILLED AT THE RATES DETAILED HEREIN.**

3. LEGAL SERVICES SPECIFICALLY EXCLUDED. If Client desires Attorney to provide any legal services not to be provided under this Agreement, a separate agreement between Attorney and Client will be required. Absent execution of a new contract in writing, this Agreement will govern all future services Attorney may perform for Client.

4. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will cooperate with Attorney, attend all meetings, arbitrations, mediations or court events as requested, provide necessary declarations, promptly pay all fees and costs, and keep Attorney informed of client's whereabouts and current street address, telephone number(s), fax number, and e-mail address at all times. **ATTORNEY SHALL BE ENTITLED TO COMMUNICATE WITH CLIENT EXCLUSIVELY THROUGH E-MAIL, AND SHALL NOT BE OBLIGATED TO SEND ANY CORRESPONDENCE THROUGH U.S. MAIL. CLIENT CONSENTS TO RECEIPT OF ALL COMMUNICATION THROUGH E-MAIL AND SHALL, AT ALL TIMES, PROVIDE ATTORNEY WITH A CURRENT E-MAIL ADDRESS THAT CLIENT REGULARLY CHECKS. CLIENT HEREBY WAIVES ANY LIABILITY OF ATTORNEY FOR THE NON-RECEIPT OF ANY E-MAIL OR OTHER NOTIFICATION. CLIENT ACKNOWLEDGES THAT CLIENT MUST ACTIVELY REVIEW AND MONITOR THE COPYRIGHT AND APPLICATION FILED BY ATTORNEY. CLIENT WAIVES AND RELIEVES THE ATTORNEY OF ANY RESPONSIBILITY FOR FURTHER NOTIFICATION OF CLIENT WITH RESPECT TO ANY OFFICE ACTION OR REFUSAL, ABANDONMENT OR OTHER NOTICE OR ACTION FROM THE USPTO, UNLESS CLIENT SEPERATELY RETAINS ATTORNEY BY A SEPERATE AGREEMENT. ATTORNEY SHALL ONLY PROVIDE ONE (1) NOTIFICATION OF ANY ACTIVITY WITH RESPECT TO THE COPYRIGHT APPLICATION THROUGH E-MAIL, EXCEPT THE MAILING OF THE REGISTRATION CERTIFICATE.**

5. RETAINER AMOUNT. An advance deposit against anticipated legal services in the amount of **U.S. \$350.00 together with a filing fee of \$45-\$65** has been agreed to by the Parties and is to be paid before representation commences and any legal services are to be provided for standard service copyright filing or **U.S. \$1,000.00** for an expedited application **together with a filing fee of \$795-\$815**. This amount covers the costs of preparing a US Copyright Application and is due and payable upon the review of your information, whether or not an application is ultimately filed. By submitting your credit card information you consent to Dunlap, Grubb & Weaver, PLLC charging your credit card the amount of \$350 or \$1,400 as legal fees & \$45 - \$65 as non-expedited filing fees.

6. FEES. Any additional fees billed to clients reflect Attorney's judgment of the fair value of those legal services reasonably required. Time will be accounted for in tenths of an hour (6-minute increments) and fees are calculated by applying hourly rates assigned to attorneys and other staff. Certain tasks are billed on a flat fee basis when agreed upon in advance or when listed on Attorneys' schedule of standard charges, available upon request. Fees and expenses will be billed monthly and are due upon receipt. Any bills that are not paid within 45 days from our mailing may be subject to a late charge equal to the lesser of 1% per month on the unpaid balance or the maximum rate permitted by law. Any disputed charges must be brought to the Attorney's attention within 45-days of mailing of the invoice; otherwise, all such charges shall be assumed accepted by Client. Any additional work to be performed by Attorney (such as office actions, oppositions, etc.) as requested by client shall be billed at the following discounted hourly rates, after Attorney has filed a trademark application on behalf of client: **Attorneys-\$350.00; Paralegals-\$95.00**

If a credit card is provided for payment of legal fees, Client's signature below serves as consent to the credit card being drawn upon for the above Advance Deposit and future Fees incurred, per this agreement. Client consents that billing shall be on-going and any future unpaid bills are authorized to be charged to Client's credit card.

7. COSTS AND EXPENSES. Government fees are in addition to the above fees. The US Government charges \$45 or \$325 per international class for trademark application filings, as set forth above in Section 5. Additional fees may be incurred throughout the application process. Client is responsible for all costs and expenses incurred by Attorney in this representation. Attorney may advance any or all of these costs and expenses on behalf of Client, as deemed appropriate. If Attorney advances these costs and expenses, Client will remain ultimately liable for all such costs and expenses, and Client hereby agrees to reimburse Attorney regardless of the outcome of this matter. All costs and expenses will be charged at Attorney's actual cost or at the applicable IRS approved rate.

, if in Attorney's sole discretion, such copy needs to be kept, and Client agrees to pay the reasonable cost for the copying of same. "Client's papers and property" include items reasonably necessary for Client's representation. If Client's papers and property are unclaimed by Client, Client acknowledges that the records will be discarded if unclaimed after seven years.

8. REPRESENTATION OF ADVERSE INTERESTS. Client is informed that the Rules of Professional Conduct of the State Bar of Virginia require that before an attorney may begin or continue to represent the client when the attorney has or had a relationship with another party interested in the subject matter of the attorney's proposed representation of the client, that the attorney inform the client in writing of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client. Client is further informed that the Rules require that, before an attorney may represent a party who has, in a separate matter, an interest adverse to that of Attorney's client in the separate matter, Attorney obtain the informed written consent of both parties. Attorney is not aware of any relationship it has with any other party interested in the subject matter of Attorney's services for Client under this Agreement or of any separate matter in which Client has an interest adverse to that of any client of Attorney.

9. ATTORNEY'S LIEN. Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's representation under this Contract, and/or on any form of Intellectual Property owned by Client that is a subject of the Representation. Attorney's lien will be for any unpaid sums for fees and/or costs owing to Attorney at the conclusion of Attorney's services. As applicable, said lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise.

10. DISCHARGE OF ATTORNEY. Client may discharge Attorney at any time by written notice effective when received within two days of delivery to Attorney. Unless specifically agreed by Attorney and Client, Attorney will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorney is Client's attorney of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorney. Notwithstanding Attorney's discharge, Client will be obligated to pay Attorney's contractual attorney's fees for all services provided and to reimburse Attorney for all costs incurred or advanced by Attorney, before the discharge and incurred in effectuating the discharge, including the costs and fees associated with compiling, reviewing, and returning or forwarding the files.

11. WITHDRAWAL OF ATTORNEY. Attorney may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of Virginia. Attorney may also decline representation and refund the fees paid by client, at any time and for any reason, prior to filing a trademark application on behalf of client. The circumstances under which the Rules permit such withdrawal include, but are not limited to Client consent or Client's conduct rendering it unreasonably difficult for Attorney to carry out the employment effectively. We may withdraw as counsel at any time as permitted under the Rules of Professional Conduct of the State Bar of Virginia. Additionally, we may be required or elect to withdraw if a conflict of interest develops between Client, any other persons and entities and/or Attorney, including any conflict between the interests of Client and Attorney and is not waived or waivable which adversely affects our ability to provide the type of representation we have a duty or should provide to each of our clients, or if the matter requires an expertise which we do not have and it would not be practicable for us to try to develop under the circumstances. Notwithstanding Attorney's withdrawal, Client is obligated to pay Attorney the contractual attorney's fees for all services provided and to reimburse Attorney for all costs incurred or advanced by Attorney before the withdrawal or in the case of an adjudicatory proceeding, through the time when an order allowing the withdrawal is obtained.

12. CONCLUSION OF SERVICES. At the conclusion of Attorney's services, all unpaid charges shall immediately become due and payable. The services to be provided hereunder shall automatically conclude and terminate upon submission of the trademark application, and any future services must be agreed upon by the parties and shall be subject to the terms of this Agreement. Attorney has no obligation to respond to Office Actions or any correspondence from the USPTO unless it expressly agrees to, notwithstanding the fact that Attorney may be listed as attorney of record for the application.

13. RELEASE OF CLIENT'S PAPERS AND PROPERTY AND POST-REPRESENTATION STORAGE FEES. At the termination of services under this Agreement, Attorney will release promptly to Client, upon Client's written request, all of Client's papers and property. Attorney reserves the right to make a copy of any or all parts of the file(s), if in Attorney's sole discretion, such copy needs to be kept, and Client agrees to pay the reasonable cost for the copying of same. "Client's papers and property" include items reasonably necessary for Client's representation. If Client's papers and property are unclaimed by Client, Client acknowledges that the records will be discarded if unclaimed after seven years.

14. ARBITRATION OF FEE DISPUTE. If a dispute arises between Attorney and Client regarding attorney's fees or costs under this Agreement and Attorney files suit in any court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6204, 6206 in which event Attorney must submit the matter to such non-binding arbitration.

15. WAIVER OF RIGHT TO JURY TRIAL. If a dispute exists between Attorney and Client regarding attorney's fees or costs due under this Agreement or regarding a claim as to whether any legal services rendered by Attorney under this Agreement or otherwise, were improperly, negligently, or incompetently rendered, or otherwise rendered in breach of a contractual or ethical duty, the dispute will be submitted for arbitration, and Attorney and Client will be bound by the result. **Client understands and acknowledges that, by agreeing to binding arbitration, Client waives the right to submit the dispute for determination by a court and thereby also waives the right to a jury trial. Client acknowledges that it has been informed that the grounds for appeal of an arbitration award are very limited compared to a court judgment or jury verdict.** It is further agreed and understood that initial resort to the courts by either Party shall not be considered a waiver of that Party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with American Arbitration Association's Rules for Commercial Arbitration using a neutral arbitrator from the Attorneys Arbitration Service company, located in Leesburg, Virginia. Attorney and Client agree that the legal services which are the subject of this Agreement and all payment therefor are to be rendered at Attorney's law office in Leesburg, Virginia which shall be a proper venue for any legal proceedings hereunder. This clause shall not apply to an action for collection of any amounts due from Client to the Attorney for services rendered. Attorney shall be entitled to seek collection of any amounts due hereunder from Client for services rendered through such collection agencies and/ or courts as the Attorney shall determine are necessary to protect its rights. Client agrees Attorney shall be entitled to an award of all costs and attorney's fees, including any incurred by Attorney through representation by Attorney as its own counsel for collection of any amounts due hereunder from Client for services rendered.

16. DISCLAIMER OF GUARANTEE. Although Attorney may offer an opinion about possible results regarding the subject matter of this Agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises about the outcome, including the costs and expenses of any transaction or litigation, that any budget provided is merely an estimate, and any opinion offered by Attorney in the future will not constitute a guarantee. There is absolutely no guarantee that any trademark application filed by Attorney will result in the registration of the proposed mark, or that the free Preliminary Direct Search will increase the likelihood that the proposed mark will be registered, or that the results will be complete.

17. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement will be the date on which Client clicks "I Accept" below, provided that Attorney does not thereafter reject the application or terminate this Agreement.

18. OPPORTUNITY TO CONSULT WITH OTHER COUNSEL. You may wish to consult with another attorney before signing below. Your signature will certify that you have either met with another attorney before signing or have chosen not to do so, but yet you understand and appreciate you have the right and have had the opportunity to consult with another attorney, and that you have read and understood each and every provision of this Agreement.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the Parties.

20. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

21. GENERAL TERMS. This Agreement is governed by the laws of the Commonwealth of Virginia in the United States of America, to which jurisdiction the Client hereby consents. Our firm is not responsible for the proper operation of the website(s). All orders must be confirmed by telephone by speaking with the attorney of record. You assume all risks for technical difficulties in placing your order(s) or submitting information over the Internet. We are further not responsible for any problems you experience with this website(s). All notices shall be in writing by Certified U.S. Mail, Return Receipt Requested to Dunlap, Grubb & Weaver, PLLC, 199 Liberty St, SW, Leesburg, VA 20175.

22. CERTIFICATION. BY ACCEPTING THE TERMS OF THIS AGREEMENT, CLIENT ACKNOWLEDGES AND AGREES THAT HE/SHE/IT IS solely responsible for the content of any application as submitted to the Firm, and asserts and affirms its sole right to seek copyright protection waiving any liability of the Firm for an applicaiton filed with content to which the Client does not have the sole and exclusive rights.

- I Accept the Terms and Conditions of the Representation Agreement set forth above.
- I **DO NOT** accept the Terms and Conditions of the Representation Agreement set forth above.

Executed as of: Client Signature: Title (entity):

If there are 2 owners/applicants, the second owner/applicant should sign below:

Client Signature: Title (entity):

Credit Card Payment Information

Credit Card Type (Select one):

Credit Card Number:

Expiration Date:

Name as it appears on credit card:

Full Billing Address:

CVV Code

If you do not know what a CVV code is, please see the last paragraph of the instructions attached to the end of this form.

Click the link below to submit this intake form by e-mail. Alternatively, if you would like a copy for your records, you may save this form to your computer and e-mail us a PDF saved copy as an attachment to mail@dglegal.com. Or, you may print and fax this form to 703-777-3656.