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Memorandum for Clients, Updated Terms of Representation

This updates our engagement terms. Thank you very much for your continuing interest in having us represent your Company in Patent, Copyright, Trademark and related IP matters. This updated Engagement Agreement memorializes the amended terms of our continuing engagement.

SAMPLE

As you know, we charge hourly rates for legal work. I will be responsible for performing our firm's work for you. At present, my regular billing rate is $540/hour. I engage Associates to assist me from time to time and their hourly rates vary. The firm bills its clients on a monthly basis. Out-of-pocket expenses are reimbursed at cost, *(e.g.* duplicating, printing, mileage, long distance telephone, and filing fees). Our monthly bills (or Statements) are due and payable upon receipt and we usually anticipate payment within 30 days. At all times I will endeavor to do my best to keep your expenses to a minimum, while providing the exceptional legal services to which our firm is committed.

Your Company will be responsible to us for payment of all legal fees incurred in relation to the work you authorize. As noted above, our fees will typically be calculated on an hourly basis. A number of factors affect the amount of time we must work on your matters, such as the number of parties and the nature of opposing counsel and the opposing party. Also novel, difficult or unusual issues of law may require extensive research and can significantly increase the amount of fees; and the number, amount and length of telephone calls, as the firm bills for the time it spends on all aspects of your work, including speaking with you and your other professionals. We cannot provide effective representation or legal counsel for you unless we receive timely, actionable instructions in writing (e.g., via email), which necessarily include an unequivocal agreement to pay for the work authorized. More plainly, we must be able to rely on your Company for timely instructions and timely payment. Unless we receive timely instructions and timely payment (when needed) we cannot ensure that your Company's rights are preserved. In rare cases, anti-spam software processing our incoming messages may eliminate legitimate email from clients unnoticed. Therefore, if your email contains important instructions, please make sure that we acknowledge receipt of those instructions.

We will zealously work to obtain, maintain and help you exploit your intellectual property rights and we have much experience is successfully obtaining patents, trademark registrations and copyright registrations, but we cannot guarantee that you will obtain a patent, registration on your trademark or a copyright registration on your creative work. When you engage us, you pay for our work to perfect, maintain or exploit your rights, whether or not you obtain your patent(s), trademark registration(s) or copyright registration(s).

We will continue to provide project-specific Invoices which typically accompany reporting letters on specific tasks and those Invoices will be summarized in a monthly itemized Statement for our services, as well as costs incurred or advanced during the preceding month. If Statements are not paid in a timely fashion (e.g., preferably within 30 but not later than 60 days of transmission), unless otherwise agreed within thirty days, we reserve the right to add interest charged at 1% per month, compounded monthly, and you agree to pay that interest charge.

You and your Company have the absolute right to terminate this relationship at any time. We reserve the right to withdraw from this representation in the event that you either fail to honor this agreement, fail to take our advice, fail to cooperate in our representation of you, or for any other reason permitted or required under the Rules and Laws of the State of Maryland or the Maryland or U.S. Patent Office Rules of Professional Conduct. In the event that we seek to withdraw, we shall do so in accordance with the Rules and, at a minimum, notify you of our intention to do so in writing.

If these updated terms remain acceptable, YOU NEED NOT RESPOND AFFIRMATIVELY, but please do notify your staff of these updated terms.

Circular 230 Disclosure: As you know, we are Intellectual Property attorneys so as a rule we do not give tax advice. However, in the event that anything in any communication from our Firm has tax implications for anyone reading this, we note that, pursuant to U.S. Treasury Department Regulations, we are required to advise you that, unless otherwise expressly indicated, any federal tax advice contained in this communication, including attachments and enclosures, is not intended or written to be used, and may not be used, for the purpose of either (i) avoiding tax-related penalties under the U.S. Internal Revenue Code or (ii) promoting, marketing or recommending to another party any tax-related matters addressed herein. Please contact me to discuss this updated amendment to our engagement Agreement, if necessary.

Very Truly Yours,
MCKINNEY & ASSOCIATES, LLC

By: _____
J. Andrew McKinney, Jr.

SAMPLE