

**St. Paul Fire and Marine Insurance Company  
Saint Paul, Minnesota**

Your Name (legal name of the law firm or individual applying for this insurance):

**AREAS OF INTELLECTUAL PROPERTY PRACTICE**

1. Provide a breakdown of your current intellectual property practice by showing the percentages that make up the entire percentage listed for Patent/Trademark/Copyright:

**Part A**

	Domestic	Foreign
Patent/Trademark/Copyright Litigation	%	%
Patent/Trademark Prosecution	%	%
Patent Licensing	%	%
Trademark Registration/ Licensing	%	%
Copyright Registration/Licensing	%	%
Infringement Counseling	%	%
Other (specify):	%	%
<b>Total</b>	<b>100%</b>	<b>100%</b>

**Part B**

For the period encompassing the past 5 years, provide the highest % of Billings for any single annual period, in each of the areas below:

	Domestic	Foreign
Patent/Trademark/Copyright Litigation	%	%
Patent/Trademark Prosecution	%	%
Patent Licensing	%	%
Trademark Registration/ Licensing	%	%
Copyright Registration/Licensing	%	%
Infringement Counseling	%	%
Other (specify):	%	%

2. Are there attorneys within your Firm that devote the majority of their billable hours to litigation of Intellectual Property matters? .....  Yes  No

**If yes, Please specify on a separate sheet:**

Name	Current % of billings	Highest annual % in last 5 years

3. Please evaluate your five top Intellectual Property clients with regard to the following:

Total Sales:	Client #				
	1	2	3	4	5
More than \$500M					
\$100M - \$500M					
\$30M - \$99M					
\$6M - \$29M					
\$2M - \$5M					
\$0 - \$1M					

4. Please evaluate your five top Intellectual Property clients with regard to the following:

# of Patents Held or Pending	Client #				
	1	2	3	4	5
More than 50					
25 - 49					
10 - 24					
5 - 9					
2 - 4					
0 - 1					

## RISK MANAGEMENT PROCEDURES

5. Do you have a computerized calendaring system to alert the appropriate responsible attorney to:
- a. Statutory bar dates? .....  Yes  No
  - b. Fee due dates, whether outsourced or not? .....  Yes  No
  - c. Response dates? .....  Yes  No
6. With all new clients of the firm, do you set out agreements in writing to conduct any (Patent/Trademark/Copyright) transaction(s)?.....  Yes  No
7. With every new client of the firm, do you outline in an engagement letter the nature, scope and limitations of the proposed transaction(s) ?.....  Yes  No
- a. Can a new client file be opened without an engagement letter?.....  Yes  No
8. Is your responsibility for payment of maintenance fees, taxes or annuities clearly stated in an engagement letter? ..  Yes  No
9. Does your conflict of interest system allow for the cross-checking of conflicts between previous and existing clients, including all individual attorneys, and require sign off by all attorneys before individuals are allowed to bill to a new client file in the Intellectual Property area? .....  Yes  No
10. Do you permit partners, other lawyers, employees or any of their immediate families to own stock in any amount in an Intellectual Property client of the firm, outside of ownership of shares in a mutual fund? .....  Yes  No
- If yes, do you require that partners, lawyers, employees or any of their immediate families obtain permission from the firm, before purchasing or selling any stock in an Intellectual Property client?.....*  Yes  No
11. Within the past 5 years, have you provided professional services to Intellectual Property clients in which **ANY FIRM MEMBER OR SPOUSE:**
- served as an officer, director, trustee employee or partner?.....  Yes  No
  - owned an equity or financial interest? .....  Yes  No
12. Do any of your partners, shareholders or employees, or have they in the past, accepted royalties or shares of an Intellectual Property client's company as full or partial payment for services?.....  Yes  No

13. Do you require that at least one attorney who is not working on the matter in question review each opinion letter?  Yes  No
14. Do you advise the client in writing to mark the patented/trademarked product with the appropriate patent number or trademark notice? .....  Yes  No
15. Do you outsource to other entities for:
- a. Searches? .....  Yes  No
- b. Payment of Maintenance/Annuity Fees? .....  Yes  No
- If yes to a. or b., does the firm:*
1. Verify the outsource entity's professional liability insurance coverage?.....  Yes  No
2. Obtain proof of insurance, such as a certificate of Insurance? .....  Yes  No

## FOREIGN PATENTS

16. Do you advise all patent clients of the implications on foreign filing deadlines resulting from patent applications previously filed in the U.S?.....  Yes  No
- If yes, is such advice in writing?* .....  Yes  No
17. Do you advise all patent clients of the implications on U.S. filing deadlines resulting from patent applications previously filed in foreign countries? .....  Yes  No
- If yes, is such advice in writing?* .....  Yes  No
18. Do you advise foreign clients of requirements needed to satisfy the establishment of the date of invention for U.S. patents? .....  Yes  No
19. When you subcontract out foreign patent filings, do you verify the subcontracted entity's professional liability coverage? .....  Yes  No

## INSIDER TRADING

20. Do you require that partners, lawyers and employees sign a form demonstrating they have read the firm's policy on insider trading? .....  Yes  No
21. Do you have procedures to control the number of copies and track the location of sensitive documents and information? .....  Yes  No
22. Do you provide in-house seminars for lawyers and other employees regarding the law applicable to insider trading?  Yes  No

## YOUR SIGNATURE AND AUTHORIZATION

The undersigned authorized representative of the firm, or individual if this application is for an individual, agrees to all to the following:

- The statements and representations made in this supplement are true and complete and will be deemed material to the acceptance of the risk assumed by The St. Paul in the event an insurance policy is issued.
- If the information supplied in this supplement changes between the date of the application and the effective date of any insurance policy issued by The St. Paul in response to this application, you will immediately notify us of such changes, and we may withdraw or modify any outstanding quotation or agreement to bind coverage.
- The St. Paul is authorized to make an investigation and inquiry in connection with this supplement.
- The St. Paul is not bound or obligated to issue any insurance policy or to provide the insurance requested in this supplement.

Signature ( <i>Partner, Member, Officer, Shareholder</i> )	Title	Date

**Important note.** This supplement to your application is not a representation that coverage does or does not exist for any particular claim or loss, or type of claim or loss, under any insurance policy issued by The St. Paul. Whether coverage exists or does not exist for any particular claim or loss under any such policy depends on the facts and circumstances involved in the claim or loss and all applicable wording of the policy actually issued.