



IP Infringement Enforcement Insurance Application (Core Enforcement Form- **Part 2**)

We appreciate your interest in our Intellectual Property (IP) Infringement Enforcement (Abatement) Insurance, and we sincerely appreciate your time and effort. IPISC is available to assist you through the underwriting process. We are committed to helping you understand your IP risk and making the process as uncomplicated as possible.

This “Core Enforcement Form” serves as **Part 2 of 2** of your application for **IP Infringement Enforcement Insurance**. The “Base Form” serves as **Part 1 of 2**.

Instructions

If the space provided is insufficient to answer the question(s), please use the “Blank Page” at the end of this Form. If a question does not apply to you or your Company, please answer “N/A” (not applicable).

Note: “N/A” cannot apply to any of the questions on pages 5 - 7.

The use of the terms “you” and/or “your” shall refer to the Applicant listed in this application.

Appendix I: On the Appendix, or attached (if applicable), please include the numbers of all patents, patent applications (including provisional patent applications), registered or common law trademarks, trademark applications, copyrights, trade dress and/or trade secrets. Also, be sure to include applicable dates and countries.

If you need any assistance with the application or would like a copy of the specimen policy, please contact an IPISC representative, your insurance agent/broker or professional advisor. IPISC encourages you to review the policy specimen with your professional advisor.

Best regards,

Your IPISC Underwriting Group

Appendix I

Please identify, below, all PATENTS, PATENT applications, TRADEMARKS, TRADEMARK applications and COPYRIGHTS, including foreign equivalents, which you wish to insure. **(Attach additional sheets as necessary)**. Please provide the intellectual property (IP) numbers, issued/filing/registration dates and countries as well.

If the IP covering product(s), processes or works is 5% or more of the company's gross revenues; or, a greater percentage of the company's gross revenue (in combination with other IP or standing alone) than the majority of the other IP to be insured; or, expected to generate revenue in the future that falls within Categories 1 or 2 above or has little or no revenue but has been the result of extensive research and development efforts over the last 5-10 years, then, please complete the last column if the IP listed is "Significant IP."*

NOTE:

1. Include copies of the below-identified IP (U.S. applications only), if copies are not available online.
2. If you have more than 10 U.S. IP that you want to insure, please only include copies (if not available online) of your top 10 most "Significant IP."
3. If copies of PATENT applications are submitted, include copies of (1) the filing receipt from the USPTO (if available), (2) specification, (3) abstract, (4) claims, (5) drawings and (6) any amendments filed with the USPTO.

IP Number	Issued, Filing and /or Registration Date	Country	*If "Significant IP", give estimate of % of sales it contributes
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Note: If you have more than 15 IP that you want to insure, please attach a comprehensive list to this application for IP Enforcement Insurance.

Intellectual Property Insurance Services Corporation

IP Infringement Enforcement Cost Reimbursement Insurance Application

(Core Enforcement Form- Part 2)

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The Intellectual Property Infringement Enforcement (Abatement) Cost Reimbursement Insurance Policy reimburses Applicant for their LITIGATION EXPENSES should they elect to enforce their PATENT, TRADEMARK OR COPYRIGHT rights (depending upon the coverage taken) against an alleged infringer. The Policy responds to infringement enforcement of Applicant's Insured Intellectual Property (IP), which is listed and/or described on the Declarations Page of the Policy.

INTELLECTUAL PROPERTY (hereinafter referred to throughout this application as "IP") shall mean: PATENT(S), TRADEMARK(S) and COPYRIGHT(S), and existing applications, therefore, all of which you represent to the best of your knowledge and belief were legally and/or are being legally procured and as to which you warrant you have no knowledge of any facts or circumstances adversely affecting their validity.

Except for amendments of PATENT applications during prosecution (and continuations where the parent application is abandoned), no revisions, modifications, continuations, continuations-in-part, divisions, extensions, renewals, reissues or the like of any PATENT, TRADEMARK, COPYRIGHT, and/or application therefor is included in the INSURED INTELLECTUAL PROPERTY unless specifically enumerated on the Declarations Page of the Policy, or listed in the Schedule of INSURED INTELLECTUAL PROPERTY Endorsement as part of the Policy.

In completing this application, you understand that the information provided in the answers to the questions is not privileged. This document and/or its contents may be required to be disclosed during litigation or as a result of the statutory or regulatory action.

Use of the word "you" or "your" shall refer to Applicant of this application.

The Company agrees to use all information provided herein and herewith solely for evaluating the feasibility of issuing an insurance policy on the IP described herein.

NOTE: Please answer all questions. If a question requires further detail, please use the "Blank Page" at the end of this application form and attach additional information as necessary.

Coverage Request

1. Applicant Name:
Please note: Applicant name(s) is the Policyholder(s).
2. Specific coverage for which you are applying? (Check at least one)
 - 2-1. Coverage for charges of (*check all that apply*): **Patent Infringement:** **Trademark Infringement:** **Copyright Infringement:**
Trade Secret Theft:
(Please contact IPISC for additional information)
 - 2-2. To include coverage for (*check all that apply*): **Additional Named Insureds:** **Licensee Coverage:**
(See Q. 2-6.) (Protects the insured should their licensee(s) breach the licensed contract)
 - 2-3. Requested Effective Date should coverage be offered:
 - 2-4. Requested Policy Limit: (*Aggregate Limits available are the same as per Claim Limits or higher*): **Per Claim:** **Aggregate:**
 - 2-5. Requested Policy Term: **1 Year:** **2 Year:** **3 Year:**
 - 2-6. List names of all companies and individuals under which IP is owned or controlled by Applicant can be found:

Intellectual Property (General)

Questions that refer to "IP" are those intellectual properties listed on **Appendix I**, or attached (if applicable) that you wish to insure.

3. Are there any additional parties having rights in any of the IP to be insured?
(Check one) Yes No If "yes," please list them.
4. Are you currently in business selling product(s) falling within the scope of the IP for which insurance is sought? (Check one) Yes No
5. If 4., above, is "yes," does anyone manufacture, print or publish these products for you? (Check one) Yes No
6. Are any IP to be insured licensed by you to others (i.e. you are the licensor)? (Check one) Yes No If "yes," to whom?

7. Is any **IP** to be insured licensed by you **from** others (i.e. you are the licensee)? (Check one) Yes No **If "yes," from whom?**
8. Do you routinely apply "PATENT," "TRADEMARK," or "COPYRIGHT" markings to products, as applicable? (Check one) Yes No
9. Estimate the number of companies that directly compete with your **IP** in the marketplace.
(Check one) **0 (None):** **Less than 5:** **5- 10:** **10 - 20:** **More than 20:**
10. Estimate the Avg. % Net Profit (before interest and taxes) experienced by your company on the product/process that the **IP** to be insured relates.
11. Are there any circumstances that you are aware of (including existing or threatened lawsuits) that could reasonably be expected to give rise to **IP** litigation against you? (Check one) Yes No **If "yes," please provide details.**
12. Indicate the number of U.S. and foreign IP owned or controlled by you-**issued/registered or pending.**

U.S.	Registered/Issued/Pending/ Non-Registered	Foreign	Registered/Issued/Pending/ Non-Registered
Patents:		Patents:	
Trademarks:		Trademarks:	
Copyrights:		Copyrights:	

Legal/Financial Information

Questions that refer to "**IP**" are those intellectual properties listed on Appendix I or attached, (if applicable).

13. **Please attach/submit a current financial statement, if available, and/or Form 10K, if publicly traded.**
14. What are your average IP-related defense costs, including settlements or damages paid, for the last **3 years**? (Do not include costs of IP acquisition or prosecution or insurance premiums)
- Year: Costs: \$
- Year: Costs: \$
- Year: Costs: \$
15. Have you received any notices of infringement from anyone concerning the products /processes, marks, symbols, slogans or works of authorship covered by the **IP** for which insurance is sought suggesting they infringe the patents, trademarks or copyrights of others?
(Check one) Yes No **If this is a RENEWAL (in the previous POLICY period)** (Check one) Yes No **If "yes," please provide details.**
16. Would you consider licensing any of the **IP** to be insured in an effort to resolve a dispute? (Check one) Yes No
17. Are you aware of any facts or circumstances not otherwise disclosed in this application which could reasonably increase the likelihood that you might accuse another party of infringing upon your **IP**? (Check one) Yes No **If "yes," please provide details.**
18. Do you have an obligation to a third party to enforce the **IP** to be insured? (Check one) Yes No **If "yes," please provide details.**



The following questions pertain to the **specific** IP Enforcement coverages you wish to purchase. Please answer **only** those pages that apply (e.g. if you are only insuring against patent infringement charges, then answer **ALL** of the questions that relate to "**Patents**" and skip the ones relating to Trademarks and/or Copyrights).

Patent Coverage – Intellectual Property (Specific)

Note: The questions below may use the term “PATENT(S).” When this term is used, you should answer the question concerning any PATENTS and PATENT applications that you want to insure and that are listed on the **Appendix I**. With respect to the use of the word “Infringing Party(ies),” in applying this term, it means parties whose activities of making, using, selling or offering for sale items falling within the scope of the claims of the applications(s) or PATENT(S).

P1. With respect to the PATENTS to be insured, specify in detail your knowledge of: **(Provide additional information, as necessary on the BLANK Page at the end of this application).**

A. Anticipated or existing Infringing Party(ies) either in the United States, in foreign countries or on the internet. *(For example, is someone currently “knocking off” or about to “knock-off” your PATENTED or PATENT-pending products/processes?)* (Check one) Yes No

If “yes,” please provide the name(s) and details. Also, indicate the date you first learned of the potentially Infringing Party(ies).

B. Activities outside the U.S., which if conducted by a third party in the U.S., would make that party an Infringing Party(ies). *(For example, is anyone overseas “knocking off” your PATENTED or PATENT pending products/processes?)* (Check one) Yes No **If “yes,” please**

provide the name(s) and details. Also, indicate the date the Applicant first learned of these activities Outside the U.S.

P2. Have you sent any warning letters or suggested to anyone that they INFRINGE your PATENTS?

(Check one) Yes No **If a RENEWAL, in the past POLICY period:** (Choose one) Yes No **If “yes,” please provide copies of letters or notices.**

P3. Indicate if you have received any requests for a license under any of their PATENTS that they have refused or declined. (Check one) Yes No

If a RENEWAL, in the past POLICY period: (Choose one): Yes No **If “yes,” please provide details, including the name of the party(ies).**

P4. Have you previously been, or are you now, engaged in any disputes with any of your licensees or product suppliers (manufacturers)?

(Check one) Yes No **If “yes,” please submit details on the last page of this application.**

P5. Give the numbers of your 10 most important PATENTS.

Trademark Coverage – Intellectual Property (Specific)

Note: The questions below may use the term "TRADEMARK(S)." When this term is used, you should answer the question concerning any TRADEMARKS and TRADEMARK applications that you want to insure and that are listed in the Coverage Requested on **Appendix I**. With respect to the use of the word "Infringing Party(ies)," in applying this term, it means parties whose activities of making, using, selling or offering for sale items falling within the scope of the application(s) or TRADEMARK(S).

T1. With respect to the TRADEMARKS for which you have applied to be insured, specify in detail your knowledge of the following: (Submit answers needing additional space on the "Blank Page" at the end of this Application, as necessary).

A. Anticipated or existing "Infringing Party(ies)" either in the United States, in foreign countries or on the internet. For example, is someone currently using or about to use your TRADEMARK(S) or a confusingly similar mark without your permission?

(Check one) Yes No If "yes," please provide the name(s) and details. Also, indicate the date you first learned of this potentially Infringing Party(ies).

B. Activities outside the U.S., which if conducted in the U.S. by a third party would make that party an Infringing Party(ies). For example, is anyone overseas using your TRADEMARKS or a confusingly similar mark without your permission? (Check one) Yes No

If "yes," please provide the name(s) and details. Also indicate the date you first learned of activities outside the U.S.

T2. Have you sent any warning letters or otherwise suggested to anyone that they INFRINGE your TRADEMARKS? (Check one) Yes No

If a RENEWAL, in the past POLICY period: (Choose one) Yes No If "yes," please provide copies of letters or notices.

T3. Indicate if you have received any requests for a license under any of your TRADEMARKS that you have refused or declined.

(Check one) Yes No If a RENEWAL, in the past POLICY period: (Choose one) Yes No If "yes," please provide details, including name of party(ies).

T4. Have you previously been, or are you now, engaged in any disputes with any of your licensees or product suppliers? (Check one) Yes No

If "yes," please attach; or, submit additional details on the last page ("Blank Page") of this application, including the name of the party(ies).

T5. Has anyone else registered the same or a similar mark in a different class?

(Check one) Yes No No If "yes," list classes and Trademark Owner(s):

T6. Is any part of the Product/Material to which the TRADEMARKS to be insured are applied covered by PATENT(S) or COPYRIGHT(S)?

(Check one for each) Yes No

PATENT(S):

COPYRIGHT(S):

T7. Are any of your TRADEMARKS famous? (Check one) Yes No If "yes," please list the TRADEMARK(S) and describe their fame.

T8. Are you aware of any famous trademarks that are similar to any of your TRADEMARKS, even if they are in a different area of commerce?

(Check one) Yes No If "yes," please list and describe those trademarks and their relationship your area of commerce.

Copyright Coverage – Intellectual Property (Specific)

Note: The questions below may use the term "COPYRIGHTS(S)." When this term is used, you should answer the question concerning any registered or unregistered COPYRIGHTS and COPYRIGHT that you want to insure and that are listed on **Appendix I** . With respect to the use of the word "Infringing Party(ies)," in applying this term, it means parties whose activities of making, using, selling or offering for sale items falling within the scope of the unregistered or registered COPYRIGHT(S).

- C1. With respect to the COPYRIGHT(S) to be insured, specify in detail your knowledge of the following: **Attach additional sheets as necessary**.
- A.** Anticipated or existing Infringing Party(ies) either in the United States, in foreign countries or on the internet. For example, is someone currently copying/"knocking off" or about to "knock-off" your COPYRIGHTED works? (Check one) Yes No **If "yes," please provide the name(s) and details. Also, indicate the date you first learned of this potentially Infringing Party(ies).**
- B.** Activities outside the U.S., which if conducted by a third party in the U.S., would make that third party an Infringing Party(ies). For example, is anyone overseas copying/"knocking off" your COPYRIGHTED works? (Check one) Yes No **If "yes," please provide the name(s) and details. Also indicate the date you first learned of activities outside the U.S.**
- C2. Have you sent any warning letters or suggested to anyone that they infringe your COPYRIGHT(S)? (Check One) Yes No
If a RENEWAL, in the past POLICY period: (Choose one) Yes No
If "yes," please submit copies of letters or notices.
- C3. Indicate if you have received any requests for a license under any of your COPYRIGHT(S) that you have refused or declined. (Check one)
Yes No **If "yes," please provide details.**
- C4. Have you previously been, or are you now, engaged in any disputes with any of your licensees or works suppliers (manufacturers, printers or publishers)?
(Check one) Yes No **If "yes," please submit details on a separate sheet.**
- C5. In originating the Product(s)/Material(s), did you copy or refer to any third party material?
(Check one) **Copy?** Yes No **Refer to?** Yes No
- C6. Does anyone else have a right in the COPYRIGHT(S) to be insured? (Check one) Yes No **If "yes," please identify party(ies).**
- C7. What revenues, if any, are being generated by the COPYRIGHTED works? Please give an estimate:
- C8. Is any part of the Product/Material covered by the copyrights to be insured also covered by a TRADEMARK(S) or PATENT(S)?
(Check one for each) Yes No
PATENT(S):
TRADEMARK(S):
- C9. Is the COPYRIGHTED material a derivative work? If so, please describe new material covered by the COPYRIGHT(S) upon which registration has been obtained or is sought. (Check one) Yes No **If "yes," please provide a description:**



Applicant must sign below if applying for COPYRIGHT Enforcement insurance coverage.

CERTIFICATION TO INSURANCE APPLICATION FOR **COPYRIGHT** COVERAGE

I hereby certify under penalty of law, including 18 U.S.C. Section 1001, that: The work(s) of authorship which by this Application I apply to insure are my original, independent creation, or are controlled or licensed by me from the original author. The work(s) of authorship to be insured have not been copied in whole or in part from another existing work or copyrighted material of another without written permission. If I am not the original author, I have used and will continue to use the work(s) of authorship only in a manner specifically granted in the licenses(s) or written permission(s), and copies of such license(s) or written permission(s) authorizing my use are attached hereto.

Applicant's Signature:

Date:

Applicant's Name:

Applicant's Title:

SIGNATURE PAGE – Please sign & date below

I am aware that willful, false statements are punishable by various state and federal laws including but not limited to 18 U.S.C. Section 1001.

Applicant's Signature:

Date:

Applicant's Name:

Applicant's Title:

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Please use this additional space for answers to the Application questions, if needed. Also, please list the Question Number to which you are responding. Please be as thorough as possible: