

SAMPLE APPLICATION FOR IPR BOND SAMPLES (ACTIVITY CODE 15)

Surety Identification No: 123456

CBP Assigned Bond No: 9913AA123

**CONTINUOUS BOND TO INDEMNIFY THE UNITED STATES FOR FURNISHING
TRADEMARK/TRADE NAME/COPYRIGHT SAMPLES (Continuous-Activity Code 15)**

KNOW ALL MEN BY THESE PRESENTS, THAT **ABC Corporation of America, Importer Number 99-111233300 of 123 Appletree Lane, Lawrence, OH 72480** (Trademark or copyright owner’s importer name and number), as principal(s), and **Jefferson Int’l Insurance Corporation, an Arizona Corporation (surety code 061)** (surety name and code), of **11200 Meridian Way, Suite 120, West Chester, IN 46143** and **CPB Insurance Company, an Indiana Corp (surety code 059), of 9998 Airport Lane, Tipton, MS 53219** (co-surety name and code, if applicable) as sureties, are held and firmly bound unto the UNITED STATES OF AMERICA in the sum of FIVE THOUSAND DOLLARS (**\$5,000.00**), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESS our hands and seals this **26th** day of **March, 2013**.

WHEREAS if the principal(s) is provided samples of articles to assist in the determination as to whether such articles infringe upon a trademark(s), trade name(s), or copyright(s) owned by the principal or for other use in pursuit of a related private civil remedy for infringement;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, THAT----

- (1) The principal(s) and surety(s) jointly and severally agree to hold the United States, its officers and employees, and the importer or owner of an imported article alleged to infringe upon a trademark, trade name, or copyright owned by the principal, harmless from any loss or damage resulting from the furnishing of a sample by U.S. Customs & Border Protection to the principal;
- (2) And the principal(s) agrees to return the samples provided to it to the United States upon demand or at the conclusion of the examination or testing or a civil remedy for infringement;
- (3) And the principal(s) agrees that in the event that a sample is damaged, destroyed, or lost while in the principal’s possession, the principal shall pay liquidated damages in an amount equal to 120 percent of the CIF value of that damaged, destroyed, or lost sample merchandise or \$100.00, whichever is greater;
- (4) And in addition to any liquidated damages set forth in subparagraph (3), the principal(s) shall pay any duty, internal revenue tax, or other tax accruing to the United States on the merchandise, together with any other cost, charge, penalty, and expense caused by the principal’s failure to comply with the conditions of this obligation;

This bond is effective **March 31, 2013**, and remains in force for one year beginning with the effective date and for each succeeding annual period, or until terminated. This bond constitutes a separate bond for each period in the amount listed above for liabilities that accrue in each period. The intention to terminate this bond must be conveyed within the period and manner prescribed in 19 CFR Part 113.27.

This bond covers the activities of all the parties specifically listed below:

Importer Name
ABC Corporation of America

Importer Number
99-111233300

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List all trade names or unincorporated divisions that will be permitted to obligate this bond in the name of the principal(s) name and include the CBP identification number applicable to the trade name or unincorporated division.

CBP Identification (Importer) Number

Trade Name/ Unincorporated Division Name

Total number of trade names and unincorporated divisions listed: **0**

Principal and surety agree that any charge against this bond under any of the listed names is as though it was made by the principal(s)

The principal(s) and surety(s) agree that they are bound to the same extent as if they executed a separate bond covering each condition. If the surety fails to appoint an agent under Title 6, United States Code, Section 7, surety consents to service on the Clerk of any United States District Court or the U.S. Court of International Trade, where suit is brought on this bond. That clerk is to send notice of the service to the surety at: **Jefferson Int'l Insurance Corporation, 11200 Meridian Way, Suite 120, West Chester, IN 46143.**

Signed, sealed, and delivered in the presence of -----

WITNESS FOR PRINCIPAL (If applicable):

Signature of Witness
Printed Name

Signature of Witness
Printed Name

WITNESS FOR SURETY (If applicable):

Signature of Witness
Printed Name

Signature of Witness
Printed Name

PRINCIPAL:

CBP Identification No. 99-111233300
ABC Corporation of America (Company Name)
A Delaware Corporation (Legal Designation)
123 Appletree Lane
Lawrence, OH 72480 (Physical Address)

Janice Dother (Principal Signature)

Janice Dother, Vice President
(Printed Name and Title of Signer)

SURETY:

Surety Code: 061
Jefferson Int'l Ins. Corp. (Surety Name)
An Arizona Corporation (Legal Designation)
11200 Meridian Way, Suite 120
West Chester, IN 46143 (Physical Address)

Joe Smith III, (Surety Signature)

Joe Smith, III, Atty-in-Fact (Printed Name, Title)
Agent ID No.: 987-65-4321



CO-PRINCIPAL:

CBP Identification No. 00-000000000
(Company Name & Legal Designation)
(Legal designation)
(Physical address)

Co-Principal Signature

Printed Name and Title of Signer

CO-SURETY:

Surety Code: 059
CPB Insurance Company
An Indiana Corp.
9998 Airport Lane, Tipton MS 53219

Gerry Dath Jr. (Co-Surety Agent Signature)

Gerry Dath Jr., AIF (Printed Name, Title)
Agent ID No.: 123-45-321



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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the * _____ of the corporation named as principal(s) in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____, of said corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority to its governing body.

_____ [CORPORATE SEAL]

(To be used when no power of attorney has been filed with the port director of U.S. Customs & Border Protection.)

• May be executed by the secretary, assistant secretary, or other officer of the corporation.