

**CONTINUOUS BOND TO INDEMNIFY THE UNITED STATES FOR
FURNISHING TRADEMARK/TRADE NAME/COPYRIGHT SAMPLES**

KNOW ALL MEN BY THESE PRESENTS, THAT _____
_____ of _____
(Trademark or copyright owner's importer name and number), as principal(s), and
_____,
of _____ (surety name and code) and
_____, of
_____ (co-surety name and code, if applicable) as
sureties, are held and firmly bound unto the UNITED STATES OF AMERICA in the
sum of dollars (\$) _____, 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 ____ day of _____, _____.

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, which ever 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 _____, 20____, 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	Importer Number
_____	_____
_____	_____
_____	_____
_____	_____

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 division name	Trade name/ unincorporated division name
---	---

Total number of trade names and unincorporated divisions listed: _____
Principal and surety agree that any charge against this bond under any of the listed names is as though is 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: _____.

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

applicable) (Name) (Address) (Witness for Principal)(If

applicable) (Name) (Address) (Witness for Surety)(If

[SEAL] (Name) (Address) (Principal)

(Name) (Address)

(Name) (Address) (Co- Principal)(If applicable)

[SEAL] (Name) (Address) (Surety)

(Name) (Address)

(Name) (Address) (Co- Surety)(If applicable)

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.*