[Date]

[Seller Name]
[Firm Name]
[Address]
[City, State, Zip Code]

RE: CONFIDENTIAL LETTER OF INTENT FOR ACQUISITION

Dear [Seller Name],

This Letter of Intent ("LOI") outlines the preliminary terms and conditions under which [Buyer Name/Entity] ("Buyer") proposes to acquire the intellectual property law practice, assets, and client portfolio of [Firm Name] ("Seller").

1. Acquisition Structure: The Buyer proposes to acquire substantially all assets of the Seller, including but not limited to the firm name, client lists, active patent/trademark prosecution files, registered domains, and physical office equipment.

2. Purchase Price: The proposed purchase price is $[Amount], payable as follows:

- $[Amount] as a cash payment at closing.
- $[Amount] as a promissory note or earn-out based on client retention over [Number] months.

3. Due Diligence: Following the signing of this LOI, the Buyer shall have [Number] days to conduct a review of the Seller's financial records, docketing systems, and malpractice history.

4. Confidentiality: Both parties agree that the existence of these negotiations and all shared information shall remain strictly confidential. This provision shall survive the termination of this LOI.

5. Exclusivity: The Seller agrees not to solicit or negotiate with other potential buyers for a period of [Number] days from the date of this letter.

6. Non-Compete: The principal(s) of the Seller will agree to a non-compete and non-solicitation agreement within a [Number]-mile radius for a period of [Number] years.

7. Non-Binding Nature: Except for the provisions regarding Confidentiality and Exclusivity, this letter is a non-binding expression of intent and does not constitute a legal obligation until a definitive Purchase Agreement is signed.

If these terms are acceptable, please sign and return a copy of this letter by [Date].

Sincerely,

_____
[Buyer Signature]
[Buyer Printed Name]

Accepted and Agreed:

_____
[Seller Signature]
[Date]