

Articles in *The Transactional Lawyer*

Article	Author(s)	Citation & Issue
Drafting for a Commercially Reasonable Disposition of Collateral	Stephen L. Sepinuck	1 The Transactional Lawyer 1 (Feb. 2011)
Novation or Modification (a/k/a renewal)?	Linda J. Rusch	1 The Transactional Lawyer 3 (Feb. 2011)
Protecting Sureties through a Contractual Right of Contribution	John T. Drake	1 The Transactional Lawyer 6 (Feb. 2011)
Security Interest in Delaware Limited Liability Companies	Norman N. Powell	1 The Transactional Lawyer 1 (Apr. 2011)
Exercising Voting Rights After Default	Stephen L. Sepinuck	1 The Transactional Lawyer 3 (Apr. 2011)
When Does an Enforceable Contract Exist: Avoiding Unnecessary Litigation	John Drake	1 The Transactional Lawyer 4 (Apr. 2011)
Document the Representative Capacity of the Secured Party of Record	Brittney McCarthy	1 The Transactional Lawyer 5 (Apr. 2011)
Covenants, Conditions and Copyright License Agreements	Rhett Barney	1 The Transactional Lawyer 1 (June 2011)
Binding Guarantors to Terms in the Note	Stephen L. Sepinuck	1 The Transactional Lawyer 1 (June 2011)
What Are the Fundamental Attributes of Arbitration?	Linda J. Rusch	1 The Transactional Lawyer 3 (June 2011)
PMSI Notification: What to Say & How to Say It	Stephen L. Sepinuck	1 The Transactional Lawyer 1 (Aug. 2011)
Setting Standards under Sections 1-302 and 9-603	Scott J. Burnham	1 The Transactional Lawyer 3 (Aug. 2011)
Does the Security Agreement Effectively Grant a Security Interest?	Linda J. Rusch	1 The Transactional Lawyer 4 (Aug. 2011)
Drafting Indemnification Clauses	Charles Brocato, Jr.	1 The Transactional Lawyer 1 (Oct. 2011)
Towards a Better Definition of "Securitization"	Jonathan C. Lipson	1 The Transactional Lawyer 2 (Oct. 2011)

Articles in *The Transactional Lawyer*

Article	Author(s)	Citation & Issue
Collateralizing the Economic Value of Broadcast Licenses	Stephen L. Sepinuck	1 The Transactional Lawyer 5 (Oct. 2011)
Mortgage Foreclosure: Complex Laws and Sloppy Practice	Linda J. Rusch	1 The Transactional Lawyer 1 (Dec. 2011)
Limiting the Preference Exposure of Originators & Servicers	Stephen L. Sepinuck	1 The Transactional Lawyer 1 (Dec. 2011)
UCC Section Captions	Scott J. Burnham	1 The Transactional Lawyer 3 (Dec. 2011)
I Don't Think You Own What You Think You Own: Protecting Your Client from Unintended Risk	Andrew S. Lillywhite	2 The Transactional Lawyer 1 (Feb. 2012)
Analyzing Restrictions on Assigning Ownership Rights in a Business Entity	Stephen L. Sepinuck	2 The Transactional Lawyer 2 (Feb. 2012)
Drafting a Bullet - Proof Merger Clause	Jennifer Niesen	2 The Transactional Lawyer 1 (Apr. 2012)
Taking a Security Interest in Escrowed Assets	Stephen L. Sepinuck	2 The Transactional Lawyer 2 (Apr. 2012)
Express Warranties by Affirmation under § 2-313: Does a Representation Remain?	Douglas R. Dick	2 The Transactional Lawyer 3 (Apr. 2012)
Section Captions in Contracts	Scott J. Burnham	2 The Transactional Lawyer 4 (Apr. 2012)
Revival Clauses in Guarantees: Protecting the Creditor from Preference and Fraudulent Transfer Risk	Stephen L. Sepinuck	2 The Transactional Lawyer 1 (June 2012)
Multiple Documents, One Contract?	Linda J. Rusch	2 The Transactional Lawyer 2 (June 2012)
Making Sure Standard Terms Are Part of Offers	Sara Fairburn Hurn	2 The Transactional Lawyer 3 (Aug. 2012)
The Power of a Confirming Writing	Linda J. Rusch	2 The Transactional Lawyer 3 (Aug. 2012)
Drafting Security Agreements to Make Sales Out of Trust Result in Nondischargeable Claims	Stephen L. Sepinuck	2 The Transactional Lawyer 3 (Aug. 2012)

Articles in *The Transactional Lawyer*

Article	Author(s)	Citation & Issue
Secondary Offering Opinions	Sandra M. Rocks Charles D. Thompson	2 The Transactional Lawyer 1 (Oct. 2012)
The Efficacy and Risk of Usury Savings Clauses	Amy Carter	2 The Transactional Lawyer 3 (Oct. 2012)
Avoiding the Eternal Standstill	Stephen L. Sepinuck	2 The Transactional Lawyer 4 (Oct. 2012)
The Perils of Participations (and Secrets to Successful Subordinations)	John F. Hilson & Stephen L. Sepinuck	2 The Transactional Lawyer 1 (Dec. 2012)
Reducing Risk in Collateral Dispositions	Stephen L. Sepinuck	2 The Transactional Lawyer 4 (Dec. 2012)
Affirmative-Reliance Clauses: A Tool for Short-Circuiting Fraud Claims?	Tyler R. Whitney	3 The Transactional Lawyer 1 (Feb. 2013)
Very Interesting . . . or Is It: Limitations on Default Interest	Stephen L. Sepinuck	3 The Transactional Lawyer 2 (Feb. 2013)
Chattel Paper Buyers Beware: You Have More to Lose Than Your Investment	Stephen L. Sepinuck	3 The Transactional Lawyer 1 (Apr. 2013)
A Look at the Fraud Exception to the Parol Evidence Rule	Chris Hogue	3 The Transactional Lawyer 2 (Apr. 2013)
Don't be Duped by a Duplicate Original	Bradley N. Gibson	3 The Transactional Lawyer 1 (June 2013)
When to Contract for Remedies	Stephen L. Sepinuck	3 The Transactional Lawyer 3 (June 2013)
Contracting Around Contra Proferentem	Scott J. Burnham	3 The Transactional Lawyer 6 (June 2013)
Tactical Drafting of Attorney's Fees Clauses	Lars E. Lundberg	3 The Transactional Lawyer 1 (Aug. 2013)
Deconstructing the Constructive Trust	Stephen L. Sepinuck	3 The Transactional Lawyer 2 (Aug. 2013)
The Enforceability of an Assignment of Bankruptcy Voting Rights	Kenneth D. Downey	3 The Transactional Lawyer 1 (Oct. 2013)

Articles in *The Transactional Lawyer*

Article	Author(s)	Citation & Issue
The Dangers of Uni-tranche Loans & the Rule of Explicitness	Stephen L. Sepinuck	3 The Transactional Lawyer 3 (Oct. 2013)
Distinguishing Warranties, Guaranties and Indemnities	Luke O'Bannan	3 The Transactional Lawyer 1 (Dec. 2013)
Further Thoughts on the Assignment of Bankruptcy Voting Rights	Stephen L. Sepinuck	3 The Transactional Lawyer 2 (Dec. 2013)
The Unintended Consequences of a Severability Clause	Nick Fay	3 The Transactional Lawyer 3 (Dec. 2013)
Beware: the "Loss Payee" Need Not Be Paid Following Loss	Stephen L. Sepinuck	3 The Transactional Lawyer 5 (Dec. 2013)
The Marginal Usefulness of an Express Representation of Corporate Authority	Kenneth D. Downey	4 The Transactional Lawyer 1 (Feb. 2014)
Court Limits Secured Creditor's Right to Credit Bid	Stephen L. Sepinuck	4 The Transactional Lawyer 1 (Feb. 2014)
An Update on Binding Guarantors to a Forum-Selection Clause	Chelsey Thorne	4 The Transactional Lawyer 4 (Feb. 2014)
The Perils of Participations (Redux)	John F. Hilson	4 The Transactional Lawyer 1 (Apr. 2014)
Successors & Assigns Clauses	Stephen L. Sepinuck	4 The Transactional Lawyer 4 (Apr. 2014)
Protecting the "Pick-Your-Partner" Principle	Stephen L. Sepinuck	4 The Transactional Lawyer 1 (June 2014)
Beware – Your Automatic Renewal Might Not Be Automatic	Allen Benson	4 The Transactional Lawyer 2 (June 2014)
Fees on Fees - Drafting to Include Attorney's Fees Incurred in Seeking Fees	Allen Benson	4 The Transactional Lawyer 1 (Aug. 2014)
How Not to Describe the Collateral	Stephen L. Sepinuck	4 The Transactional Lawyer 2 (Aug. 2014)
The Danger of Writing Amounts in Both Words and Numerals	Charles Nichols	4 The Transactional Lawyer 1 (Oct. 2014)

Articles in *The Transactional Lawyer*

Article	Author(s)	Citation & Issue
Term Sheets, Letters of Intent, and Agreements to Agree: Ensuring Recovery of Expenses and Break-up Fees	Stephen L. Sepinuck	4 <i>The Transactional Lawyer</i> 2 (Oct. 2014)
Self-Executing Assignment of Rents Clauses	Kenneth D. Downey	4 <i>The Transactional Lawyer</i> 1 (Dec. 2014)
Drafting a Merger Clause for an Integrated Transaction	Stephen L. Sepinuck	4 <i>The Transactional Lawyer</i> 2 (Dec. 2014)
Does the ECOA Apply to Guarantors?	Scott J. Burnham	5 <i>The Transactional Lawyer</i> 1 (Feb. 2015)
Collateralizing What the Debtor Does Not Own	Stephen L. Sepinuck	5 <i>The Transactional Lawyer</i> 2 (Feb. 2015)
Preserving the Debtor's IP Licenses in Bankruptcy?	M. Alea Soleimanpour	5 <i>The Transactional Lawyer</i> 1 (Apr. 2015)
Waiving Suretyship Defenses	Stephen L. Sepinuck	5 <i>The Transactional Lawyer</i> 2 (Apr. 2015)
Managing the Risk of Legal Error in Arbitration	Stephen L. Sepinuck	5 <i>The Transactional Lawyer</i> 1 (June 2015)
Riverisland Redux	Scott J. Burnham	5 <i>The Transactional Lawyer</i> 1 (Aug. 2015)
Contracting with Multiple Parties	Stephen L. Sepinuck	5 <i>The Transactional Lawyer</i> 2 (Aug. 2015)
The Enforceability of Default Interest	Stephanie J. Richards	5 <i>The Transactional Lawyer</i> 1 (Oct. 2015)
Liquidated Damages, Alternative Performance, and Ensuring the Enforceability of Contingent Charges and Fees	Stephen L. Sepinuck	5 <i>The Transactional Lawyer</i> 3 (Oct. 2015)
An Avoidable Trap for Credit Card Issuers	Allen Benson	5 <i>The Transactional Lawyer</i> 6 (Oct. 2015)
Beware of Constructive Trusts When Establishing the Borrowing Base	Stephen L. Sepinuck	5 <i>The Transactional Lawyer</i> 1 (Dec. 2015)
Restricting Amendment of a Debtor's LLC Operating Agreement	Allen Benson & Stephen L. Sepinuck	6 <i>The Transactional Lawyer</i> 1 (Feb. 2016)

Articles in *The Transactional Lawyer*

Article	Author(s)	Citation & Issue
Sometimes a Declaration Is Better Than a Covenant	Stephen L. Sepinuck	6 The Transactional Lawyer 4 (Feb. 2016)
Potential Problems with the LLP Structure for Professional Firms	Thomas E. Rutledge	6 The Transactional Lawyer 1 (Apr. 2016)
Federal Circuit Decision Might Obstruct Secured Transactions	Stephen L. Sepinuck	6 The Transactional Lawyer 3 (Apr. 2016)
Avoiding Ambiguity: Part One - Contextual Ambiguity	Stephen L. Sepinuck	6 The Transactional Lawyer 1 (June 2016)
A Deposit Account Is Not a Box of Money	Jason J. Kilborn	6 The Transactional Lawyer 1 (Aug. 2016)
Avoiding Ambiguity: Part Two - Syntactic Ambiguity	Stephen L. Sepinuck	6 The Transactional Lawyer 4 (Aug. 2016)
Itsy Bitsy Its	John Francis Hilson	6 The Transactional Lawyer 1 (Oct. 2016)
Avoiding Ambiguity: Part Three - Semantic Ambiguity	Stephen L. Sepinuck	6 The Transactional Lawyer 3 (Oct. 2016)
Unblocking the Rights of Blocking Members	Alex M. Wilson	6 The Transactional Lawyer 7 (Oct. 2016)
Due Diligence in the Purchase of Secured Loans	Stephen L. Sepinuck	6 The Transactional Lawyer 1 (Dec. 2016)
Say Hello to the Hague Securities Convention	Carl S. Bjerre & Sandra M. Rocks	7 The Transactional Lawyer 1 (Feb. 2017)
Representations & Warranties of Solvency	Stephen L. Sepinuck	7 The Transactional Lawyer 4 (Feb. 2017)
A Refinancing or Novation? Secured Creditors Beware	Jason M. Gray	7 The Transactional Lawyer 1 (Apr. 2017)
So Let It Be Written: When to Use the Passive Voice in Contract Documents	Stephen L. Sepinuck	7 The Transactional Lawyer 1 (Apr. 2017)
Ancient Hazards for Today's Transactional Lawyer	Stephen L. Sepinuck	7 The Transactional Lawyer 1 (June 2017)

Articles in *The Transactional Lawyer*

Article	Author(s)	Citation & Issue
Think Twice before Using “Time Is of the Essence”	Asif Saleem	7 The Transactional Lawyer 1 (Aug. 2017)
Secured Parties Still Need to Be Aware of Patent Rights in Goods	Stephen L. Sepinuck & John F. Hilson	7 The Transactional Lawyer 2 (Aug. 2017)
Be Careful for What You Ask in a Receiver	Stephen L. Sepinuck	7 The Transactional Lawyer 4 (Aug. 2017)
Suggestions for Drafting Guarantees	Stephen L. Sepinuck	7 The Transactional Lawyer 1 (Oct. 2017)
The Limited Efficacy of No-Implied-Waiver Clauses	Stephen L. Sepinuck	7 The Transactional Lawyer 1 (Dec. 2017)
The Timing of Representations & Warranties	Stephen L. Sepinuck	7 The Transactional Lawyer 5 (Dec. 2017)
Binding All Relevant Parties to an Agreement to Arbitrate	Jaxon C. Munns	8 The Transactional Lawyer 1 (Feb. 2018)
Protecting Distributors and Trademark Licensees in Bankruptcy	Stephen L. Sepinuck	8 The Transactional Lawyer 1 (Apr. 2018)
Gotcha!: Caught in the Explicitness Trap	Stephen L. Sepinuck	8 The Transactional Lawyer 1 (June. 2018)
A Hidden Danger in Master Agreements	Stephen L. Sepinuck	8 The Transactional Lawyer 1 (Aug. 2018)
Buyers of Some Receivables Need Specialized Terms	Stephen L. Sepinuck	8 The Transactional Lawyer 2 (Aug. 2018)
Tying up Loose Ends Relating to an Insurance Binder	Edward J. Cassidy	8 The Transactional Lawyer 5 (Aug. 2018)
A Cautionary Tale	Stephen L. Sepinuck	8 The Transactional Lawyer 1 (Oct. 2018)
The Challenge of Disclaiming Punitive Damages	Andrew T. Filak, III & Stephen L. Sepinuck	8 The Transactional Lawyer 1 (Dec. 2019)
Zombie Documents	E.H. Geiger & Stephen L. Sepinuck	9 The Transactional Lawyer 1 (Feb. 2019)

Articles in *The Transactional Lawyer*

Article	Author(s)	Citation & Issue
“Including without Limitation”	Stephen L. Sepinuck	9 The Transactional Lawyer 4 (Feb. 2019)
Modernizing Your Contracts and Living to Tell the Tale	Tina L. Stark	9 The Transactional Lawyer 1 (Apr. 2019)
Persistent Ambiguity in Contracts: Extrinsic Evidence to the Rescue	Sue Payne	9 The Transactional Lawyer 9 (Apr. 2019)
Zombie Documents: A Dissenting View	Scott J. Burnham	9 The Transactional Lawyer 13 (Apr. 2019)
A “Sale” of Future Receivables: Disguising a Secured Loan as a Purchase of Hope	John F. Hilson & Stephen L. Sepinuck	9 The Transactional Lawyer 14 (Apr. 2019)
The Best Defense: Buy the Offense	Stephen L. Sepinuck	9 The Transactional Lawyer 1 (June 2019)
A “Sale” of Future Receivables: Criminal Usury in Another Form	John F. Hilson & Stephen L. Sepinuck	9 The Transactional Lawyer 1 (Aug. 2019)
Evading Prohibitions on Usury Through Choice of Law	William B. Emmal	9 The Transactional Lawyer 6 (Aug. 2019)
Non-Uniform UCC Text Jeopardizes All Secured Transactions Governed by Mississippi Law	Stephen L. Sepinuck	9 The Transactional Lawyer 8 (Aug. 2019)
When is a Bailment Really a Sale	Stephen L. Sepinuck	9 The Transactional Lawyer 1 (Oct. 2019)
Payment Discounts in Settlement Agreements	William B. Emmal	9 The Transactional Lawyer 4 (Oct. 2019)
Filing Problems in Nevada	Paul Hodnefield	9 The Transactional Lawyer 5 (Oct. 2019)
Circuits Disagree About Financing Statements That Indicate The Collateral Solely by Reference to Unfiled Documents	Stephen L. Sepinuck & Muhammad S. Alkhidhr	9 The Transactional Lawyer 1 (Dec. 2019)
Too Clever by Half: The Validity of Choice-of-Forum Clauses	Stephen L. Sepinuck	9 The Transactional Lawyer 3 (Dec. 2019)
Guaranties of Unenforceable Obligations	Stephen L. Sepinuck	9 The Transactional Lawyer 5 (Dec. 2019)

Articles in *The Transactional Lawyer*

Article	Author(s)	Citation & Issue
Perfect Tender in Time, Redemption, and Their Impact on Prepayment Premiums	Stephen L. Sepinuck	10 The Transactional Lawyer 1 (Feb. 2020)
A Few Additional Thoughts about Guaranties of Unenforceable Obligations	Robert W. Ihne	10 The Transactional Lawyer 3 (Feb. 2020)
Revisiting Clauses that Purport to Bind Successors and Assigns	Stephen L. Sepinuck	10 The Transactional Lawyer 5 (Feb. 2020)
Court Rules that Explicitness Rule Is Fundamental Policy	Stephen L. Sepinuck	10 The Transactional Lawyer 1 (Apr. 2020)
Transactional Lawyers Can Have RICO Liability for Abetting Fraudulent Transfers	Stephen L. Sepinuck	10 The Transactional Lawyer 2 (Apr. 2020)
Foreclosing a Security Interest During a Pandemic	Stephen L. Sepinuck	10 The Transactional Lawyer 1 (June 2020)
What Choice Do I Have? – Choice-of-Law Clauses Governing Attachment of a Security Interest	Stephen L. Sepinuck	10 The Transactional Lawyer 9 (June 2020)
Lender's "Sacred Rights" under Credit Agreement Did Not Prevent Lender from Becoming a Sacrificial Lamb	Stephen L. Sepinuck	10 The Transactional Lawyer 1 (Aug. 2020)
Describing Collateral by Quantity, Formula, or Procedure	Stephen L. Sepinuck	10 The Transactional Lawyer 4 (Aug. 2020)
Identifying What Portion of a Settlement Payment Is Proceeds of Collateral	Stephen L. Sepinuck	10 The Transactional Lawyer 1 (Oct. 2020)
A Lesson on Drafting Overly Broad Nondisclosure Agreements	John F. Hilson & Stephen L. Sepinuck	10 The Transactional Lawyer 1 (Dec. 2020)
Drafting a Choice-of-Law Clause	Stephen L. Sepinuck	10 The Transactional Lawyer 4 (Dec. 2020)
Can a Contract Provide for Double Attorney's Fees?	Scott J. Burnham	11 The Transactional Lawyer 1 (Feb. 2021)
Defining the Prevailing Party under an Attorney's Fees Clause	Keith R. Opsal, Ian L. Brookwell & Stephen L. Sepinuck	11 The Transactional Lawyer 3 (Feb. 2021)
A Secured Party's Right to License a Collateralized Patent after Default Destroys the Debtor's Standing to Bring an Infringement Claim	Stephen L. Sepinuck	11 The Transactional Lawyer 4 (Feb. 2021)

Articles in <i>The Transactional Lawyer</i>		
Article	Author(s)	Citation & Issue
Drafting an Exculpatory Clause	Stephen L. Sepinuck	11 The Transactional Lawyer 1 (Apr. 2021)
Designing a User Interface for Customer Assent	Stephen L. Sepinuck	11 The Transactional Lawyer 1 (June 2021)
Know Your Audience	Stephen L. Sepinuck	11 The Transactional Lawyer 1 (Aug. 2021)
The Golden Rule	Scott J. Burnham	11 The Transactional Lawyer 1 (Oct. 2021)
Describing the Collateral in Split-Collateral Deals	Stephen L. Sepinuck	11 The Transactional Lawyer 2 (Oct. 2021)
Preventing Non-parties from Enforcing a Subordination Agreement	Tyler O'Brien & Ian L. Brookwell	11 The Transactional Lawyer 1 (Dec. 2021)
We Are All Transactional Lawyers	Stephen L. Sepinuck	11 The Transactional Lawyer 3 (Dec. 2021)