

RECEIPT NUMBER

503182

17
Ex-3

IN THE UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EIGHT MILE STYLE, LLC, and
MARTIN AFFILIATED, LLC,

Plaintiffs,

JUDGE : Taylor, Anna Diggs
DECK : S. Division Civil Deck
FILE DATE : 02/20/2004 @ 16:05:19
CASE NO : 2:04CV70651

vs.

APPLE COMPUTER, INC., TBWA/CHIAT/DAY,
MTV NETWORKS, INC., and
VIACOM INTERNATIONAL, INC.,

Defendants.

Hertz, Schram & Saretsky, P.C.
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By: Jeffrey G. Heuer (P14925)
Lawrence R. Jordan (P27169)
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Ann Arbor, Michigan 48104
(734) 222-4776

COMPLAINT AND DEMAND FOR TRIAL BY JURY

Now come the plaintiffs, Eight Mile Style, LLC ("Eight Mile Style") and Martin Affiliated, LLC ("Martin"), (collectively "Plaintiffs"), by and through their attorneys, Hertz, Schram & Saretsky, P.C., and Jaffe, Raitt, Heuer & Weiss, P.C., respectively, and for their causes of action against the above-named defendants, state as follows:

INTRODUCTION

1. This case involves the blatant and unauthorized use by the above-named

Defendants of a popular musical composition in Apple Computer, Inc.'s commercial advertisements for iTunes.

JURISDICTION AND VENUE

2. This is an action for copyright infringement arising under the Copyright Act of 1976, 17 U.S.C. §§101, *et seq.* (the "Copyright Act"), False Endorsement under the Lanham Act, 15 U.S.C. §§1051 *et seq.* (the "Lanham Act") and other related causes of action.

3. This court has exclusive jurisdiction over this action pursuant to 28 U.S.C. §1338(a) (copyright) and original jurisdiction under 28 U.S.C. §1331 (federal question). This court also has jurisdiction pursuant to 28 U.S.C. §1332 (diversity), 28 U.S.C. §1338(b) (unfair competition), and under its supplemental jurisdiction over pendent claims.

4. Venue is proper pursuant to 28 U.S.C. §1391(a) and §1400.

PARTIES

5. Plaintiff Eight Mile Style is a Michigan limited liability company with its principal place of business in the State of Michigan.

6. Plaintiff Martin is a Michigan limited liability company with its principal place of business in the State of Michigan.

7. Defendant, Apple Computer, Inc. ("Apple") is one of the largest computer companies in the world, and was at all pertinent times, a California corporation with its principal place of business in the State of California.

8. Defendant, MTV Networks, Inc., ("MTV") is, and was at all pertinent times, a Delaware corporation with its principal place of business in the State of New York.

9. Defendant, Viacom International, Inc., ("Viacom") is, and was at all pertinent times, a Delaware corporation with its principal place of business in the State of New York, and is, and was at all pertinent times, the owner of MTV Networks.

10. Defendant, TBWA/Chiat/Day ("Chiat/Day") is a California advertising agency, and was at all pertinent times, a Delaware corporation with its principal place of business in the State of New York.

11. Eight Mile Style and Martin are collectively referred to herein as "Plaintiffs."

12. Apple, Viacom, MTV and Chiat/Day are collectively referred to herein as "Defendants".

BACKGROUND AND FACTS

13. Plaintiffs are engaged in the business of creating, composing, producing, distributing, publishing and marketing music.

14. Plaintiffs are the copyright proprietors of a musical composition titled "Lose Yourself" written by Marshall Mathers III ("Mathers" or "Eminem"), Jeffrey Bass ("Bass") and Louis Resto ("Resto") (the "Composition") and an application on FORM PA has been filed with and was registered by the United States Copyright Office as PA#1-152-688. A copy of the registration certificate is attached as Exhibit "1". The Composition is extremely well known and is performed by Marshall Mathers III, professionally known as "Eminem", one of the most popular recording artists in the world today.

15. As part of an exclusive recording agreement, Plaintiff Eight Mile Style has the exclusive right throughout the world to use and publish and permit others to use and publish the professional name EMINEM with respect to Eminem's compositions.

16. Upon information and belief, in early 2003 Apple and Chiat/Day, either directly or through third parties, approached Eminem regarding his endorsement of Apple and/or iTunes.

17. Eminem has never nationally endorsed any commercial products and therefore he indicated, through his manager, that even if he were interested in endorsing a product any endorsement deal would require a significant amount of money, possibly in excess of \$10 Million.

18. Simultaneously, upon present information and belief, Apple hired Chiat/Day to produce a national advertising campaign for iTunes, an on-line music resource store offering downloadable music to the public.

19. Chiat/Day's proposed campaign for iTunes was intended to consist of approximately five (5) broadcast spots, featuring popular songs from nationally known artists such as Pink, Michael Jackson and The Who being sung a capella by "everyday" people while listening to headphones. Exhibit "2".

20. Apple and Chiat/Day approached Plaintiffs for authorization to use "Lose Yourself" as the prominent spot in their commercial campaign, thereby impliedly having Eminem endorse the iPod and iTunes products of Apple. "Lose Yourself" is one of the most popular musical compositions in contemporary music and Eminem and "Lose Yourself" have both achieved iconic stature among the very consumers Apple/Chiat/Day is targeting in its iTunes marketing campaign.

21. Unbeknownst to Plaintiffs, Chiat/Day prepared the commercial (the "Commercial") and posted it on Apple's website without Plaintiffs' approval.

22. Plaintiffs discovered the Commercial on Apple's website. It was shown to

Eminem who disapproved of the use of the Composition in that manner. Plaintiffs then immediately notified the appropriate parties to have the posting ceased and indicated that they would not permit the Composition to be used in the Commercial.

23. In fact, in an e-mail dated May 7, 2003, Andrew Schafer (an employee of Chiat/Day) acknowledged to Joel Martin his understanding that Plaintiffs had refused to license the Composition when he stated “[s]o to confirm, you guys are a definite ‘no’ for the campaign as it is (The young boy rapping “Lose Yourself”).” Exhibit “3”.

24. After learning that Eminem would not allow use of “Lose Yourself” in the commercial, Chiat/Day raised the possibility of using another Eminem song, “The Real Slim Shady,” as a substitute for the Composition in an advertisement. Plaintiffs’ representatives agreed to review the newly-proposed commercial and, if the commercial was ultimately approved, Plaintiffs would consider permitting the use of “The Real Slim Shady” for the price of \$300,000.

25. Chiat/Day then prepared a second commercial using the song “The Real Slim Shady” instead of the Composition.

26. Before Plaintiffs were given the opportunity to review the second commercial, Steven Jobs (“Jobs”), Apple’s CEO, called Joel Martin, a representative of Plaintiffs, and said, in essence, that Apple was too far into its original campaign to make any changes Jobs requested Martin and Eminem “rethink” their position and permit Apple to use “Lose Yourself” in the television commercials or Apple would “scrap” the entire ad campaign.

27. After Plaintiffs relayed Jobs’ position to Eminem, Eminem instructed Plaintiffs to end all discussions regarding the use of any of his compositions in Apple’s

ad campaigns, Plaintiffs decided against granting permission to use either the Composition "Lose Yourself" or "The Real Slim Shady".

28. Recently, despite having no permission to proceed, it has come to the attention of Plaintiffs that, in addition to other copyright violations, a commercial for iTunes containing a performance of the Composition "Lose Yourself" was publicly performed on MTV Networks, and perhaps other broadcast and/or cable cast outlets.

29. As early as July, 2003, and as late as October 2003, the Commercial containing "Lose Yourself" appeared numerous times on MTV and possibly other stations or networks. In addition, the Commercial containing "Lose Yourself" also appeared on Apple's internet website for months.

30. At no time did Apple, Chiat/Day or MTV receive authorization or permission to record, reproduce, perform, transmit, copy, use or otherwise exploit the Composition for any purpose.

31. Each of the unauthorized broadcasts and actions is an act of copyright infringement, in violation of the Copyright Act, as amended, including but not limited to, 17 U.S.C. §106, and therefore is unlawful.

32. Moreover, each such unauthorized broadcast and action was committed willfully.

33. These actions have served to usurp Plaintiffs' exclusive right to determine whether, when, and under what terms the Composition would be used for commercial endorsements and advertising.

34. In addition, the unlawful actions have materially diminished the future value of the Composition should Plaintiffs wish to make it available for future

commercial advertising opportunities.

COUNT I - FEDERAL COPYRIGHT INFRINGEMENT (17 U.S.C. §§101 et. seq.)

35. Plaintiffs incorporate by reference paragraphs 1 through 34 of this complaint as if fully realleged and restated herein.

36. Plaintiffs are the lawful and sole proprietors of the copyright to the Composition, pursuant to agreements with Eminem.

37. Defendants have not been granted a license to reproduce, distribute, publicly perform or in any way use, compile or exploit the Composition by Plaintiffs.

38. As alleged above, Defendants have had access to, and have illegally copied substantial portions of the Composition; moreover, Defendants have distributed, publicly performed, made available, and placed into the stream of commerce commercials which contain said illegal copies of the Composition.

39. Plaintiffs are entitled to an injunction restraining Defendants, their agents and employees, and all persons acting in concert with them, from engaging in any further acts in violation of the copyright laws and infringements of Plaintiffs' rights thereunder.

40. Defendants' direct and willful acts of infringement have and will cause irreparable harm to Plaintiffs unless such conduct is preliminarily and permanently enjoined, since the reproduction and distribution of a previously unlicensed musical Composition has a special and unique value in the music industry.

41. Plaintiffs are further entitled to recover from Defendants, the damages, including attorneys' fees, sustained and which will be sustained, and any gains, profits

and advantages obtained by Defendants as a result of Defendants' acts of infringement alleged above. At present, the amount of such damages, gains, profits and advantages cannot be fully ascertained by Plaintiffs, but are reasonably believed to exceed \$75,000.

42. Plaintiffs have no adequate remedy at law for Defendants' wrongful conduct in that (i) Plaintiffs' copyrights are unique and valuable property which have no readily determinable market value; (ii) the infringement by Defendants constitutes an interference with Plaintiffs' good will and contractual relationships; and (iii) Defendants' wrongful conduct, and the damages resulting to Plaintiffs therefrom, is continuing. Defendants' acts of copyright infringement have caused Plaintiffs irreparable injury and Defendants have the ability to continue to commit these acts. Accordingly, Plaintiffs are entitled to damages as well as to injunctive relief pursuant to 17 U.S.C. §502, and to an order under 17 U.S.C. §503 that the infringing products be impounded.

COUNT II – FALSE ENDORSEMENT
(15 U.S.C. § 1125(a) (Section 43(a) of the Lanham Act)

43. Plaintiffs repeat and reallege all allegations in Paragraphs 1-42 as though fully set forth herein.

44. At all times pertinent hereto, Plaintiff Eight Mile Style has had the right throughout the world to use and publish and permit others to publish the professional name EMINEM.

45. At all times pertinent hereto, Plaintiff Eight Mile Style's rights have included the right to control the publication of Eminem's compositions, and the use of the name and image of EMINEM relative to publication.

46. Defendants have not been granted a license to reproduce, distribute, publicly perform or in any way use, compile or exploit the Composition by Plaintiff Eight Mile Style.

47. Neither Plaintiff Eight Mile Style nor Eminem have agreed to be affiliated with or endorse the goods or services of the Defendants.

48. Defendants, by including portions of the Composition, which is uniquely identified with the author, in their advertisements, have created the false impression that Eminem, and Plaintiff Eight Mile Style, have endorsed Defendant Apple's iTunes product.

49. Defendants' conduct, as aforesaid, is willful, deliberate, fraudulent, and intentional, and was made with the knowledge that such violation would damage Plaintiff Eight Mile Style.

50. As a direct result of Defendants' violations, as aforesaid, Plaintiff Eight Mile Style has suffered substantial harm including, but not limited to, irreparable harm which cannot be remedied unless Defendants are enjoined from further use because the Defendants have taken from Plaintiff Eight Mile Style the right to determine whether, to whom, and under what terms, such endorsement will be given.

COUNT III - UNFAIR COMPETITION

51. The Plaintiffs incorporate by reference paragraphs 1 through 50 of this complaint as if fully realleged and restated herein.

52. Defendants' wrongful acts of unfair competition consist of utilizing the Composition for the specific purpose of creating the false impression that Eminem, and

Plaintiff Eight Mile Style, have endorsed Defendant Apple's iTunes product.

53. Defendants, by imitation or unfair device, have induced the general public to believe that they had the right to distribute and use the Composition in commercials and that Plaintiff Eight Mile Style and Eminem commercially endorse their products.

54. Defendants have received and obtained substantial gains, profits, advantages and benefits which Plaintiff Eight Mile Style rightfully deserve, by reason of their wrongful acts of unfair competition.

55. Defendants, by way of the wrongful acts of unfair competition, have appropriated to themselves the value of the reputation which the Plaintiff Eight Mile Style has acquired by way of its creation, production and publication of the Composition.

56. A natural, probable and foreseeable consequence of the Defendants' wrongful acts of unfair competition resulted in substantial deception to the general public.

57. The Defendants' wrongful acts constitute unfair competition under the laws of the State of Michigan.

58. Plaintiff Eight Mile Style is entitled to recover from the Defendants the monetary damages suffered by them as a result of Defendants' wrongful acts of unfair competition.

59. Plaintiff Eight Mile Style is further entitled to recover from the Defendants the gains, profits, advantages and benefits Defendants have received and obtained as a result of the unfair acts of unfair competition.

60. Defendants have acted intentionally, recklessly, willfully and in bad faith, and Plaintiff Eight Mile Style is therefore entitled to exemplary damages by reason of

the Defendants' wrongful acts of unfair competition.

COUNT III - UNJUST ENRICHMENT/QUANTUM MERUIT

61. Plaintiffs incorporate by reference paragraphs 1 through 60 of this complaint as if fully realleged and restated herein.

62. Defendants have received and obtained substantial gains, advantages and benefits by creating the false impression that Eminem, and Plaintiff Eight Mile Style, have endorsed Defendant Apple's iTunes product.

63. It is inequitable and unjust for the Defendants to retain those gains, advantages and benefits.

64. Defendants have enriched themselves at the expense and to the detriment of the Plaintiff Eight Mile Style.

65. To the extent Defendants inferred a false endorsement of their goods and services by Eminem, Plaintiff Eight Mile Style has conferred a benefit upon Defendants.

66. To the extent Defendants exploit the Commercial as noted above, Defendants have retained such benefit without adequately compensating Plaintiff Eight Mile Style therefor.

67. Defendants should not in equity and good conscience be permitted to retain the benefit bestowed upon them by Plaintiff Eight Mile Style.

68. As a result of the retention of such benefit, Defendants have been unjustly enriched and are jointly and severally liable to Plaintiff Eight Mile Style.

69. As a result of the unjust enrichment of Defendants, Plaintiff Eight Mile Style has incurred damages in an amount to be determined at trial, plus applicable

interest, attorneys fees and costs.

70. Plaintiff Eight Mile Style is entitled to receive and obtain from the Defendants the reasonable value of an endorsement by Plaintiff Eight Mile Style and Eminem.

PRAYER FOR RELIEF

Wherefore, the Plaintiffs Eight Mile Style, LLC, and Martin Affiliated, LLC, respectfully pray that this Court enter a final judgment in their favor and against the Defendants, jointly and severally, as follows:

A. That the Court find that Defendants have infringed on Plaintiffs' copyright in the Composition.

B. That Defendants, their agents, employees, and all other persons in active concert or privity or in participation with them, be enjoined from directly or indirectly infringing Plaintiffs' copyright in the Composition or from continuing to market, offer, sell, dispose of, license, lease, transfer, display, advertise, reproduce, develop or manufacture any works derived, copied and/or sampled from the Composition, in whatever medium, or to participate or assist in any such activity.

C. That this Court order Defendants, and all their representatives, agents, servants, employees, officers, directors, partners, attorneys, subsidiaries, and all persons under their control or acting in active concert or participation with them to immediately post a notice on their web site stating that the prior use of the Composition was unauthorized and illegal.

D. That this Court order that Defendants, their affiliates and licensees

immediately cease and desist from any further recording, reproduction, distribution, transmission or other use of the Composition.

E. That Defendants be enjoined and ordered to deliver upon oath, to be impounded during the pendency of this action and destroyed pursuant to judgment herein, all originals, copies or duplicates of any work shown by the evidence to infringe any copyright in the Composition, including any and all copies of the commercials.

F. That judgment be entered for Plaintiffs and against Defendants for Plaintiffs' actual damages and for any profits attributable to infringements of Plaintiffs' copyright in the Composition, pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101, *et seq.*

G. That judgment be entered for Plaintiffs and against Defendants for statutory damages based upon Defendants' acts of infringement, pursuant to the Copyright Act of 1976, 17 U.S.C. §§ 101 *et seq.*, including 17 U.S.C. § 504(C)(1) and (2).

H. That judgment be entered for Plaintiff Eight Mile Style and against Defendants for Plaintiff's actual damages and for any profits attributable to infringements of Plaintiff's rights, pursuant to the Lanham Act, 15 U.S.C. §§ 1111, *et seq.*, including attorneys fees.

I. That all gains, profits and advantages derived by Defendants from their acts of infringement and other violations of law be deemed to be held in constructive trust for the benefit of Plaintiffs.

J. That Defendants be ordered to furnish to Plaintiffs a complete and accurate accounting of all profits earned in connection with their use of the Composition.

K. That Plaintiffs have judgment against Defendants for Plaintiffs' costs, disbursements and attorneys' fees pursuant to the Copyright Act of 1976, 17 U.S.C. §§101 *et seq.*

L. That the Court grant such other, further and different relief as the Court deems just, proper and equitable under the circumstances.

Respectfully submitted,

HERTZ, SCHRAM & SARETSKY, P.C.

JAFFE, RAITT, HEUER & WEISS, P.C.

By:  P27169

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201 S. Main St., Suite 300
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(734) 222-4776


Dated: February 20, 2004


DEMAND FOR TRIAL BY JURY

Now come the plaintiffs, Eight Mile Style, LLC, and Martin Affiliated, LLC, by and through their attorneys, Hertz, Schram & Saretsky, P.C., and Jaffe, Raitt, Heuer & Weiss, P.C., and hereby demand a trial by jury in the above entitled action.

HERTZ, SCHRAM & SARETSKY, P.C.

JAFFE, RAITT, HEUER & WEISS, P.C.

By: 
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(734) 222-4776

Dated: February 20, 2004

70681

Taylor / MKM

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet.

I. (a) PLAINTIFFS

Eight Mile Style, LLC and Martin Affiliated, LLC

(b) County of Residence of First Listed: 26125

DEFENDANTS

Apple Computer, Inc., TBWA/Chiat/Day, MTV Networks, Inc., and Viacom International, Inc.

County of Residence of First Listed

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorneys (Name, Address and Telephone Number) Jeffrey G. Heuer (P14925, Lawrence R. Jordan (P27169) and Joseph H. Heckendorn (P66623) Attorneys for Plaintiff Martin Affiliated One Woodward, Ste. 2400, Detroit, MI 48226

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another
Citizen or Subject of Foreign Country
Incorporated or Principal of Business In This State
Incorporated and Principal of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, SOCIAL SECURITY, FEDERAL TAX SUITS, BANKRUPTCY, OTHER STATUTES.

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

15 U.S.C. Sections 1051, et.seq. and 17 U.S.C. Sections 101, et.seq.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND CHECK YES/only if demanded in complaint: JURY DEMAND: Yes/No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 2/20/04

SIGNATURE OF ATTORNEY OF RECORD X Joseph Heckendorn (AH)

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

Yes

No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

Yes

No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes:

04-70651

EX

1-3

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/

CERTIFICATE OF REGISTRATION

FORM PA

For a Work of the Performing Arts
UNITED STATES COPYRIGHT OFFICE

PA 1-152-688



EFFECTIVE DATE OF REGISTRATION

10 27 03

Margaret Peters
REGISTRAR OF COPYRIGHTS
United States of America

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

1

TITLE OF THIS WORK
LOSE YOURSELF

PREVIOUS OR ALTERNATIVE TITLES

NATURE OF THIS WORK See instructions

Words & Music

2

a NAME OF AUTHOR
Marshall B Mathers

DATES OF BIRTH AND DEATH
Year Born 1972 Year Died

Was this a contribution to the work a work made for hire?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR Citizen of United States
OR Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Paid in whole? Yes No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed
Words & Music

NOTE

Under the law the author of a work made for hire is generally the employer not the employee (see instructions). For any part of a work that was made for hire check "Yes" in the space provided on the employer (or other person for whom the work was prepared) as Author of that part and leave the space for dates of birth and death blank.

b NAME OF AUTHOR
Luis E. Resto

DATES OF BIRTH AND DEATH
Year Born Year Died

Was he/she/it a contribution to the work a work made for hire?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR Citizen of United States
OR Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Paid in whole? Yes No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed
Music

c NAME OF AUTHOR
Jeff Bass

DATES OF BIRTH AND DEATH
Year Born 1950 Year Died

Was this a contribution to the work a work made for hire?
 Yes
 No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country
OR Citizen of United States
OR Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK
Anonymous? Yes No
Paid in whole? Yes No

NATURE OF AUTHORSHIP Briefly describe the nature of material created by this author in which copyright is claimed
Music

3

a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED
2002

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Month *10 Day 22 Year 2002
USA

4

COPYRIGHT CLAIMANT(S) Name and address must be given for each of the claimants of the work in the authorship in part
Eight Mile Style LLC 1525 East Nine Mile Road
Marun Affiliated LLC Ferndale MI 48220

APPLICATION RECEIVED
OCT 27 2003
ONE DEPOSIT RECEIVED
OCT 27 2003
TWO DEPOSITS RECEIVED

TRANSFER If the claimant transferred to you all or part of the work in the authorship in part, give a brief statement of how the claimant(s) obtained ownership of the copyright
By Agreement

FUNDS RECEIVED

MORE ON BACK

Complete all applicable spaces (numbers 5-9) on the reverse side of this page. See related instructions. Sign the form at line 5.

DO NOT WRITE HERE

*Amended by C O from phone call on 11/3/03 with Joel Martin

EXAMINED BY

LUF

FORM PA

CHECKED BY

CORRESPONDENCE

Yes

FOR COPYRIGHT OFFICE USE ONLY

DO NOT WRITE ABOVE THIS LINE IF YOU NEED MORE SPACE USE A SEPARATE CONTINUATION SHEET

PREVIOUS REGISTRATION Has not been in for this work or for an earlier version of the work already has not in the Copyright Office?

Yes No If your answer is Yes why is another registration being sought? (Check appropriate box) If your answer is No do not check box A, B or C

a This is the first published edition of a work previously registered in unpublished form

b This is the first application submitted by the author as copyright claimant

c This is a changed version of the work as shown by space A on the application

If your answer is Yes give Previous Registration Number

Year of Registration

5

DERIVATIVE WORK OR COMPILATION Complete both questions and check appropriate box complete only for a compilation
Processing Material (includes processing work) work that this work is based on or incorporates

a

6

See instructions before completing the space

Material Added to This Work Complete a general statement of the material that has been added to the work on in which copyright is claimed

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office give name and number of Account Name Account Number

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent Name Address Apt/City/State ZIP

Joel Martin
1524 East Nine Mile Road
Ferndale MI 48220

b

Area code and daytime telephone number 248 547 6863 Fax number 248 547 8350

CERTIFICATION I the undersigned hereby certify that I am the

- Check one or more
- Author
 - Other copyright claimant
 - Owner of exclusive right(s)
 - Authorized agent of Eight Mile Style LLC

Name of author or other copyright claimant or owner of exclusive right(s)

This work is based on the application and that the statements made by me in the application are true to the best of my knowledge

8

Typed or printed name and date If this application gives a date of publication in space 3 do not sign and submit it before that date

Joel Martin

Date 4/23/03

Handwritten signature

Joel Martin

Certificate will be mailed in window envelope to this address

LIGHT MILE STYLE LLC

Number/Street Apt

1525 EAST NINE MILE ROAD

City/State/ZIP

FERNDALL MI 48220

Complete in necessary spaces Sign your application in space 8

- 1 Application form
- 2 Non-refundable filing fee in check or money order payable to Register of Copyrights
- 3 Deposit material

Library of Congress Copyright Office
101 Independence Avenue, S.E.
Washington, D.C. 20540-4001

9

How we protect the public: For copyright law, visit the Copyright Office website at www.copyright.gov or the Copyright Office in Library of Congress

2

From: Robin Grayson-Rossi <robin.grayson@tbwachiat.com>
To: <mr54@mich.com>
Subject: More info on Apple License
Date: Wed, Apr 30, 2003, 12:00 PM

Joel,

Per our conversation this morning, the following should help fill in the information you needed.

This campaign will consist of 5-10 broadcast spots. We are pursuing music tracks for each one. The intended use of your song is in a :30 spot (alone with no other music) and potentially in a montage spot with various clips of performers and music. That montage spot, which is still in development, would be probably 5-7 songs in a :60 long spot.

Our media buy consists of network and cable media (final units still to be determined) over a 3-5 week media flight.

We are pursuing licenses for our other spots for songs such as Ill Be There, Get the Party Started and My Generation. Licenses for each of these are in progress, and other licenses will be pursued once footage is edited and we know which spots will likely fit into our media mix.

We're still finalizing the footage, but so you know the concept, it's a kid, about 10 years old, on the shoot stage, with his iPod mp3 player singing the song. He's very cute and hip, VERY talented and portrays the song in a positive way.

Please keep in mind that the product we are advertising is the Apple Music Store, a retail source of paid music downloads that will drive sales of this song, other Eminem songs and entire albums. Plus increase awareness of this song and Eminem in general. It's a great partnership and we expect this to be beneficial for all parties involved.

Call me right away if you have further questions. We'd love to do whatever we can to facilitate our discussions.

Best,
Robin

--

Robin Grayson-Rossi
Business Affairs
TBWA\Chiat\Day
Phone: (310) 305-5192
Fax: (310) 305-6192
robin.grayson@tbwachat.com

3

From: Andrew Schafer <andrew.schafer@tbwachiat.com>
To: Joel Martin <mr54@mich.com>
Subject: Re: I-Tunes/Lose Yourself
Date: Wed, May 7, 2003, 11:32 AM

Thanks Joel,

So to confirm, you guys are a definite "no" for the campaign as it is (The young boy rapping "Lose Yourself").

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