EXHIBIT A-7

October 6, 2008 Letter to Defendants

Case No. 2:07-cv-13164: Eight Mile Style, LLC, et al. v. Apple Computer Inc., et al.

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October 6, 2008

VIA EMAIL AND FEDERAL EXPRESS

Kelly Klaus
Munger, Tolles & Olson LLP
355 South Grand Avenue
Thirty-Fifth Floor
Los Angeles, California 90071

Re: Eight Mile Style/Martin Affiliated v. Apple / Aftermath Records

Dear Kelly:

We write in response to your letter of October 2, 2008, in which you allege, among other things, that plaintiffs have not fulfilled their discovery obligations or been "candid" with the Court. We disagree with the premise and conclusions in your letter entirely.

First, the document that you single out in your letter, the "Notice" from Music Resources, Inc. (hereinafter, "MRI"), is misleading. Although we acknowledge that the Notice contains language stating that plaintiffs have granted to MRI all of their "right title and interest" in various compositions at issue herein, it is incorrect. Plaintiffs have not conveyed any ownership interests to MRI or Kobalt. MRI has been granted only a right to license certain compositions in some circumstances, and with explicit limitations. Any license that MRI might enter into is entirely subject to plaintiffs' approval in each instance.

Second, the document in question is not relevant to this case. The agreement with MRI was entered into on or about October 17, 2007, months after this lawsuit was filed, and has absolutely no bearing on whether Apple has the right to offer the Eminem compositions on their iTunes Music Store, or whether UMG may grant Apple that right.

Because the document has no impact on plaintiffs' ownership of the Eminem compositions, it was not called for in defendants' First Set of Interrogatories or First Set of Document Requests. Plaintiffs objected to defendants' second sets of document requests and interrogatories on the grounds of relevance and because certain terms were vague and

ambiguous, among other reasons, and answered, or agreed to produce documents, only "subject to and without waiver" of those objections.

Your letter also challenges the truthfulness of our Opposition to your motion for summary judgment and Mr. Martin's declaration in support of thereof. Mr. Martin truthfully signed a declaration claiming exclusive control over certain compositions because, as explained above, no right, title or interest in the Eminem compositions was granted to Kobalt or MRI, and the only rights relating to these compositions that were granted pursuant to those agreements were subject to plaintiffs' approval in each instance. The final statement you challenge in our Opposition, that plaintiffs have "the exclusive right to license their interests in the compositions" is a simple truism that must be read in context – plaintiffs were assigned copyright ownership interests in the Eminem compositions and had the exclusive right to license their share. The Ensign Agreement was entered into after the initial assignments, and plaintiffs do not attempt to claim exclusive administration rights to those compositions under the Ensign Agreement. Where plaintiffs enter into an agreement where we expressly reserve the right to license compositions in each instance, as we have done in the MRI agreement, plaintiffs retain the exclusive right to license their interests.

As described repeatedly above, any rights to license the Eminem compositions under the MRI agreement are entirely subject to plaintiffs' approval in each instance, and thus plaintiffs retain "the exclusive right to license" their interests.

We do not believe we had any obligation to produce this document and stand by our objections. However, as a courtesy, and without waiving our objections, we are producing with this letter those pages of the MRI Agreement sufficient to show that the language in the "notice" is indeed a mistake and this is a non-issue.

Sincerely,

Richard S. Busch with permission

Richard S. Busch

cc: Daniel Quick, Esq.
Howard Hertz, Esq.