Eight Mile Style, LLC et al. v. Apple Computer Inc., et al.

Case No. 2:07-CV-13164

EXHIBIT 22-F

Letter from Glenn Pomerantz to Richard Busch dated August 19, 2008

MUNGER, TOLLES & OLSON LLP

355 SOUTH GRAND AVENUE
THIRTY-FIFTH FLOOR
LOS ANGELES, CALIFORNIA 90071-1560
TELEPHONE (213) 683-9100
FACSIMILE (213) 687-3702

560 MISSION STREET
SAN FRANCISCO, CALIFORNIA 94105-2907
TELEPHONE (415) 512-4000
FACSIMILE (415) 512-4077

August 19, 2008

WRITER'S DIRECT LINE
(213) 683-9132
(213) 683-5132 FAX
Glenn.Pomerantz@mto.com

BY E-MAIL AND U.S. MAIL

Richard S. Busch, Esq.
King & Ballow
1100 Union Street Plaza
315 Union Street
Nashville, Tennessee 37201

Re: Eight Mile Style and Martin Affiliated v. Apple Inc. and Aftermath Records (E.D. Mich.)

Dear Richard:

We write in response to Joel Martin's letter dated August 11, 2008 to UMG Recordings, Inc. ("UMG"). In that letter, Mr. Martin purports to terminate a Copyright License Agreement dated October 16, 2002, between Eight Mile Style and UMG, relating to the composition for the song, "Lose Yourself" (the "October 16, 2002 Agreement"). This letter is not intended to set forth all of the reasons why Mr. Martin's purported termination does not affect UMG's rights relating to that composition. That issue will be resolved in the pending lawsuit.

We do want to make it clear, however, that Mr. Martin's termination is not consistent with his own words and actions, and that it is apparent that his termination was not exercised in good faith or for any conceivable purpose underlying the termination provision in the October 16, 2002 Agreement. According to Mr. Martin's deposition testimony, he demanded the termination provision in order to allow him to conduct a "test" to determine "what accountings would look like," and "who was going to be selling it." Martin Dep. at 300. If, as Mr. Martin claims, the termination provision was intended to allow him to conduct some kind of "test," one

would expect to see evidence of Mr. Martin actually evaluating "test" results and making a decision on how to proceed at some point within two years of the October 16, 2002 Agreement or shortly thereafter. Of course, there is no such evidence. Instead, the record shows that, for a period of more than five-and-a-half years, there is not a scintilla of evidence of Mr. Martin monitoring or evaluating any "test" data; conveying the results of his supposed "test" to UMG; or asking UMG to change any of its practices in response to the supposed "test." It is obvious that Mr. Martin has purported to terminate the October 16, 2002 Agreement solely for the purpose of gaining a perceived short-term advantage in the current litigation. This attempt to terminate the October 16, 2002 Agreement has no relationship to the parties' mutually beneficial interests in the exploitation of "Lose Yourself," and is in violation of Eight Mile Style's obligations to UMG.

In order to obviate an unnecessary distraction into the effectiveness of Mr. Martin's purported termination of UMG's right to disseminate "Lose Yourself" as a permanent download, UMG has availed itself of its right to obtain a compulsory license under Section 115 to continue a dissemination of that work that, even under your clients' view, was unquestionably fully licensed prior to Mr. Martin's letter of last week.

UMG, of course, reserves all of its rights and remedies in connection with this matter.

Sincerely,

Glenn D. Pomerantz

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