

Exhibit 2



September 13, 2005

VIA OVERNIGHT DELIVERY

Mark Gorton
Chief Executive Officer
Lime Group LLC
377 Broadway, 11th Floor
New York, NY 10013

Re: LimeWire/Copyright Infringement Claims

Dear Mr. Gorton:

We are counsel for the Recording Industry Association of America, Inc. ("RIAA"). The RIAA, as you know, is a trade association whose members create, manufacture and distribute more than ninety percent of all legitimate sound recordings sold in the United States. ~~Among the RIAA's members are the most well-known and~~ respected record companies in the world, including Sony BMG Music Entertainment, Universal Music Group, EMI Recorded Music, and Warner Music Group. We write concerning an urgent matter of copyright infringement.

Your distribution of the LimeWire file-trading program and operation of the LimeWire system on the Gnutella network (collectively, the "LimeWire System and Software" or "LimeWire") facilitate, promote, and materially contribute to massive copyright infringement of RIAA member sound recordings. Indeed, as you well know, the overwhelming purpose and use of the LimeWire System and Software is copyright infringement of popular sound recordings, the copyrights to which are owned or controlled largely by RIAA members. Every popular recording of every popular artist is freely available through LimeWire, as anyone can see simply by using the system. LimeWire facilitates copyright infringement of sound recordings, as well as motion pictures, television programming, computer games, software, and other copyrighted works.

You not only know of this infringing activity, you purposefully foster it for your own commercial gain. Your revenues and profits are critically dependent upon people using the LimeWire System and Software to engage in infringement. Without the availability of popular copyrighted sound recordings and other copyrighted works, you could not attract the user-base that you do, and you could not profit by charging third-parties for access to that infringing user-base to display advertising or distribute adware. Thus, despite having the right and ability to diminish the infringements through the LimeWire System and Software, you have refused to take readily available steps to do so -- quite to the contrary, you have taken active steps to protect infringers and foster infringement. In short, your entire business and business model are predicated upon the infringement you purposefully foster.

In the recent case of *MGM v. Grokster*, ___ U.S. ___, 125 S. Ct. 2764 (2005), the Supreme Court of the United States held that "one who distributes a device with the object of promoting its use to infringe copyright, as shown by the clear expression or other affirmative steps taken to foster infringement, is liable for the resulting acts of infringement by third parties." As you undoubtedly know, that decision specifically concerned two other peer-to-peer file-trading companies, including one of your brethren on the Gnutella network. The Supreme Court, in a unanimous decision, had no difficulty finding that the evidence of unlawful intent to foster infringement was "unmistakable." *Grokster*, slip op. at 22-23. That decision equally -- and as forcefully -- applies against LimeWire, as well as against you personally.

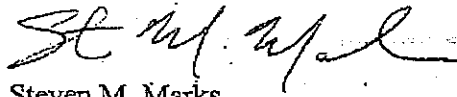
Indeed, the principle announced by the Supreme Court *Grokster* is in addition to the settled doctrines of contributory and vicarious copyright infringement, which have also been prominently applied to hold peer-to-peer companies -- as well as the officers and directors of those companies -- liable for the copyright infringement occurring on their peer-to-peer systems. See, e.g., *In re Aimster Copyright Litigation*, 334 F.3d 643 (7th Cir. 2003); *A & M Records, Inc. v. Napster, Inc.*, 239 F.3d 1004 (9th Cir. 2001). Like *Grokster*, these decisions apply with equal force to your company, as well as to you personally.

This letter serves as formal notice of our claim that your operation of the LimeWire System and Software is patently unlawful and makes you liable under copyright law for the massive infringement of sound recordings you facilitate. We demand that you immediately cease-and-desist from enabling and inducing the infringement of RIAA member sound recordings. If you wish to discuss pre-litigation resolution of these claims against you, please contact us immediately. Finally, as you are on notice of claims against you and your company, we trust that you will comply with your legal obligation to preserve all evidence that is in any way related to the operation of the LimeWire System and Software. This would include not just physical documents, but electronic information (including emails) as well. This letter is without waiver of any

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rights or remedies the RIAA member companies may have or may pursue, and all such rights and remedies are hereby expressly reserved.

Yours truly,

A handwritten signature in black ink, appearing to read "S. M. Marks", written in a cursive style.

Steven M. Marks
General Counsel