

KORNMEIER & PARTNER

RECHTSANWÄLTE

DR. KORNMEIER · DR. SIOHL · DR. VALBERT

Kommier & Partner Hansallee 23 60322 Frankfurt/Main

By fax: 0044-7005 964 519

Davenport Lyons
Mr. Brian Miller
 30 Old Burlington Street
 London W1S 3NL

Frankfurt am Main, 19. März 2008

UK/bm

DigiProtect
 (Chain of Title)

Dear Brian,

Attached please find a Standard Agreement which DigiProtect enters into with right holders. The Agreement attached is the Agreement between DigiProtect and RLD Distribution L.L.C from California. We would appreciate your advise whether you require further information regarding the chain of title, i.e. any documentation from the original right holder.

Please note that in clause 2 of the Standard Agreement, the original right holder does not assign the "entire" right of making their products publicly available, but (for obvious reasons) only in respect of file-sharing systems. Does this constitute any problem under UK law?

FRANKFURT	Dr. Udo Kornmeier · Dr. Ulrich Siohl, LL.M. (USA) · Marc-Oliver Strocke Hansaallee 23, 60322 Frankfurt/Main, T: +49 / (0)69 / 596 20 81, F: +49 / (0)69 / 55 03 61
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IN KOOPERATION	Dr. Ulrich Greichgauer, Wirtschaftsprüfer / Steuerberater Parkstr. 7, 60322 Frankfurt/Main, T: +49 / (0)69 / 680 919 55, F: +49 / (0)69 / 680 919 56
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Other than that, I think we should discuss over the phone your e-mail comments dated 18 March, 2008. Are you in the office tomorrow all day long?

The major remaining issue which we have to discuss is the financial side.

The first thing, I have to clarify is that the 49 % instead of 37,5 % means that 11,5 % have to be paid to DRS which means that DL, now as before, end up with 37,5 %..

What seems to remain an issue is the financing of the contentious matters. It is important for you to note that DigiProtect has no clause in its agreements with the original right holders that the original right holders have to pay for contentious matters. The whole project is a "no cost"-project for the original right holders. Therefore, it is impossible for DP to guarantee payments in an amount which is hardly to foresee. The whole project, as DP sees it, is kind of a "joint venture" where no party charges the other party with any costs. As mentioned before, this is how we handle it in Germany and because DP provides substantial business, the business still is profitable although fees for litigation are included in the 37,5%.

If you write that the Management Committee at DL sees a target per annum of 25.000 IP addresses, I am wondering how you have run the Logistep business so far which generated only 1.800 IP addresses during the first year. With at least 12.000 IP addresses which DP expects to deliver, the DL's business should be much more profitable. Which, in term, should justify that the contentious work is included in the 37,5 % share.

Anyway, we finally should discuss this issue over the phone whenever it is convenient for you.

Best regards



U.Kornmeier

cc: A. Walter (DigiProtect)

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DigiProtect

GESELLSCHAFT ZUM SCHUTZE
DIGITALER MEDIEN mbH

Framework benchmark agreement

concluded between

DigiProtect Gesellschaft zum Schutze digitaler Medien mbH
digital protection of your copyrights
Ferdinand-Porsche-Straße 13

60386 Frankfurt am Main

Red Right Protect
hereinafter referred to as DIGIPROTECT -

and

RLD Distribution, LLC
20339 Northhoff Street
Chatsworth, CA 91311

hereinafter referred to as LICENSOR -

1. Object of the agreement

LICENSOR is a proprietor of the rights of use and enjoyment and exploitation of pornographic movies. LICENSOR experiences economic damages as a result of the illegal exploitation of the movies on so-called peer-2-peer networks. The object of this agreement is the appointment of DigiProtect by licensor to implement suitable measures to prevent the economic disadvantages licensor is experiencing.

2. Granting of rights

To achieve the purpose outlined in number 1, LICENSOR grants DIGIPROTECT the exclusive right to make the movies listed in Appendix 1 globally accessible to the public via remote computer networks, so-called peer-2-peer and internet file sharing networks such as e-Donkey, Kazaa, BitTorrent etc. for the duration of this agreement. The parties agree that additional movies can be added to Appendix 1 with a written supplemental agreement. By way of clarification, the rights granted herein are for the sole purpose of enabling DIGIPROTECT to prosecute in its own name any infringers of Licensor's content. Specifically, without limitations, this agreement does not grant any rights whatsoever for the exploitation of Licensor's content in any manner for generating revenue or otherwise except specifically for the purpose of prosecuting infringers.

Reservation of Rights/Exclusivity. All licenses, rights, titles and interests with respect to the movies not specifically granted to Company hereunder shall be and are reserved to Licensor and may be fully exploited and utilized by Licensor without condition, limitation or restriction.

3. Guarantee

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LICENSOR guarantees that it is in the possession of all rights required to execute this agreement and indemnifies DIGIPROTECT from any claims asserted by third parties in this respect. Upon request by DIGIPROTECT, LICENSOR will provide evidence of the complete chain of rights suitable for the courtroom for each movie listed in the Appendix.

4. Economic risk

DIGIPROTECT bears the economic risk associated with the exploitation of the granted rights. LICENSOR shall not be required under this Agreement to make any payments or compensation to anyone for any reason.

5. Compensation

DIGIPROTECT agrees to pay LICENSOR [REDACTED] of all achieved net earnings. Net earnings refer to licence payments, compensation for damages and other payments as well as reimbursement of costs paid to DIGIPROTECT by third parties, less applicable sales tax and less any reasonable costs incurred by DIGIPROTECT in connection with the pursuit of illegal utilisation by third parties, including legal fees, court costs and fees for experts.

Upon approval by LICENSOR, DIGIPROTECT settles the participation on a quarterly basis to the end of a quarter. Settlements are due 14 days, payments 30 days after the end of the calendar year quarter. Settlements are deemed approved six (6) months after having been issued, provided LICENSOR does not object to a settlement within the aforementioned deadline by providing the corresponding reasons.

Once per calendar year LICENSOR is entitled to appoint a neutral, independent chartered accountant or auditor at its own expenses with the inspection and examination of the books of DIGIPROTECT which concern payments to the LICENSOR in connection with the agreement in hand. Any errors will result in a corresponding additional payment. Both parties agree to maintain secrecy about the audit result. If a shortfall of at least 5 percent (5 %) is determined during an audit to be due to LICENSOR, DIGIPROTECT will reimburse LICENSOR the costs of the accountant / auditor appointed by LICENSOR to the extent they are reasonable and customary within the industry.

6. Contract term

This agreement has been concluded for an unspecified duration. It is subject to ordinary termination upon three (3) month notification, but not before the end of six (6) months after the initial commencement of the agreement or an amendment of appendix 1, whichever date is later.

The right to extraordinary termination remains unaffected.

7. Other provisions

LICENSOR will provide DIGIPROTECT with five (5) DVDs of each movie as they are supplied to the retailers. Should DIGIPROTECT reasonably require additional DVDs to pursue illegal offers, LICENSOR will supply them to DIGIPROTECT free of charge.

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Any copyrights and/or rights of trade name, trade dress, service mark or trademark in the Movies are and shall be and remain the property of LICENSOR. DIGIPROTECT shall not make any claims to or register any trademarks of LICENSOR at any time for any reason unless specifically approved in writing by LICENSOR.

If any of the provisions of this agreement are or become completely or partially invalid, the remainder of this agreement will continue to apply. The invalid provision will be replaced by an effective provision which reflects the economic purpose of the invalid provision as closely as possible.

Changes and amendments of this agreement are only effective if they are confirmed in writing by both contracting parties.

Frankfurt am Main or Los Angeles, California are the exclusive legal venue for any disputes arising from or in connection with this agreement. The parties agree that the law applicable to this contract is California law.

Frankfurt am Main, (date) 17/12/07

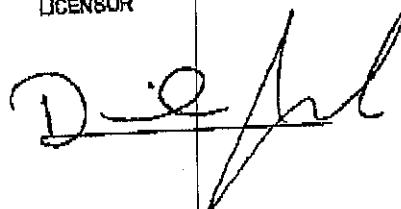
DigiProtect
Gesellschaft zum Schutz digitaler Medien mbH



Andreas Walter

12/06/07
(date)

LICENSOR



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APPENDIX 1

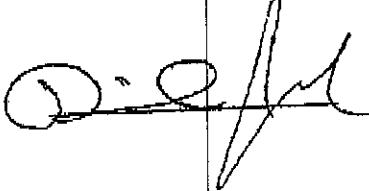
filed *Attached*

Frankfurt am Main, (date) 17/12/07
DigiProtect
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Andreas Walter

LICENSOR

12/06/07 (date)




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- 99 Swallow My Pride 03
- 101 Lingerie 02
- 103 Cum Swapping Sluts 05
- 105 Anal Management
- 106 One in the Pink One in the Stink
- 109 Hardcore Training 04
- 110 Cum Dumpsters 03
- 111 Just Over 18 07
- 113 Black on Black 05
- 114 Assault that Ass 03
- 117 One on One 02
- 118 Black Dicks White Chicks 06
- 119 Young Tight Latinas 04
- 121 Group Thing 03
- 122 Throat Gaggers 05
- 125 World Class Ass 04
- 126 1 Dick 2 Chicks
- 129 One in the Pink One in the Stink 02
- 133 Fuck Dolls
- 134 Me Luv U Long Time 05
- 136 Black on Black 06
- 137 Just Over 18 08
- 139 Oil Up and Fuck
- 140 One on One 03 : BRAZIL ?
- 142 2 Pricks and a Chick
- 144 Black Dicks White Chicks 07
- 148 Cum Dumpsters 04
- 149 Cum Swapping Sluts 06
- 150 1 Dick 2 Chicks 02
- 151 Yesterday I was 17
- 152 Black Dicks Asian Chicks
- 156 Young Tight Latinas 05
- 158 Just Over 18 09
- 159 One in the Pink One in the Stink 03
- 160 Fuck Dolls 02
- 162 International Exotics
- 163 One on One 04

Red Light District X
Red Light District X
Red Light District X
Red Light District X
Red Light District Not classified.
Red Light District X
Red Light District X
Red Light District Not classified.
Red Light District X
Red Light District Not classified.
Red Light District X
Red Light District Not classified.
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Red Light District X
Red Light District Not classified.
Red Light District X
Red Light District X
Red Light District X
Red Light District Not classified.
Red Light District X
Red Light District X
Red Light District NC
Red Light District X
Red Light District X
Red Light District NC
Red Light District X
Red Light District X
Red Light District X

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166 Straight A Students	Red Light District NC
168 5 on 1	Red Light District NC
169 Swallow My Pride 04	Red Light District X
170 110% Natural 06	Red Light District X
172 Hardcore Training 05	Red Light District X
177 Assault that Ass 04	Red Light District X
178 Throat Gaggers 06	Red Light District NC
180 Lingerie 03	Red Light District X
182 Me Luv U Long Time 06	Red Light District X
186 Young Tight Latinas 06	Red Light District X
189 1 Dick 2 Chicks 03	Red Light District X
190 Cum Swapping Sluts 07	Red Light District X
192 Just Over 18 10	Red Light District NC
194 Double Vag	Red Light District X
196 Cum Fart Cocktails	Red Light District NC
199 Black on Black 07	Red Light District X
200 Fill Her Up 03	Red Light District X
202 Gang Bang 03	Red Light District NC
203 110% Natural 07	Red Light District X
204 Assault that Ass 05	Red Light District X
205 One In the Pink One in the Stink 04	Red Light District NC
206 Girl on Girl	Red Light District X
212 Black Dicks White Chicks 08	Red Light District NC
214 Swallow My Pride 05	Red Light District NC
220 Raincoaters POV 04	Red Light District NC
222 5 on 1 02	Red Light District NC
228 Young Tight Latinas 07	Red Light District NC
230 Fuck Dolls 03	Red Light District NC
233 One In the Pink One in the Stink 05	Red Light District NC
238 Gang Bang 04	Red Light District NC
245 110% Natural 08	Red Light District NC
246 Throat Gaggers 07	Red Light District NC
251 Black Poles Cumming in White Holes	Red Light District NC
252 Double Vag 02	Red Light District NC
254 Cum Stained Casting Couch	Red Light District NC
258 Cum Swapping Sluts 08	Red Light District NC
260 Me Luv U Long Time 07	Red Light District NC

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262 Black Dicks White Chicks 09	Red Light District NC
266 One In the Pink One in the Stink 06	Red Light District NC
267 Assault that Ass 06	Red Light District NC
268 Fuck Dolls 04	Red Light District NC
270 Just Over 18 11	Red Light District NC
274 Swallow My Pride 06	Red Light District NC
278 Young Tight Latinas 08	Red Light District NC
279 Cum Dumpsters 05	Red Light District NC
280 Cum Swapping Sluts 09	Red Light District NC
284 Throat Gaggers 08	Red Light District NC
285 Cum Stained Casting Couch 02	Red Light District NC
286 Black Dicks White Chicks 10	Red Light District NC
288 Cum Fart Cocktails 02	Red Light District NC
294 Fuck Dolls 05	Red Light District NC
296 Just Over 18 12	Red Light District NC
300 Swallow My Pride 07	Red Light District NC
302 One in the Pink One in the Stink 07	Red Light District NC
303 Don't Pull Out	Red Light District NC
304 Assault that Ass 07	Red Light District NC
306 Be My Bitch	Red Light District NC
313 Black Dicks White Chicks 11	Red Light District NC
314 Young Tight Latinas 09	Red Light District NC
315 Cum Swapping Sluts 10	Red Light District NC
320 Cum Stained Casting Couch 03	Red Light District NC
324 Double Vag 03	Red Light District NC
326 Me Luv U Long Time 08	Red Light District NC
331 Throat Gaggers 09	Red Light District NC
333 Cum Fart Cocktails 03	Red Light District NC
337 Cunt Gushers	Red Light District NC
340 Just Over 18 13	Red Light District NC
341 Cream My Crack	Red Light District NC
342 Swallow My Pride 08	Red Light District NC
344 1 Dick 2 Chicks 04	Red Light District NC
346 Bang That Black Bitch White Boy	Red Light District NC
349 Fuck Dolls 06	Red Light District NC
350 Don't Pull Out 02	Red Light District NC
351 Black Dicks White Chicks 12	Red Light District NC

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353 Cum Stained Casting Couch 04	Red Light District
355 Phat Black Booty	Red Light District
356 Overflowing Assholes	Red Light District
357 Jake Malones POV	Red Light District
358 110% Natural 09	Red Light District
359 One in the Pink One in the Stink 08	Red Light District
360 Be My Bitch 02	Red Light District
363 Assault that Ass 08	Red Light District
364 Black Dicks Asian Chicks 02	Red Light District
365 Cunt Gushers 02	Red Light District
367 Cream My Crack 02	Red Light District
368 Throat Gaggers 10	Red Light District
369 POV 02	Red Light District
371 One on One 05	Red Light District
372 Lick Her Ass Off My Dick	Red Light District
373 Ass Attack 03	Red Light District
374 Hardcore DP	Red Light District
375 Just Over 18 14	Red Light District
376 Cum Fart Cocktails 04	Red Light District
377 Stuff My Hot Pink Oven	Red Light District
379 I'm Only Squirteen	Red Light District
382 Swallow My Pride 09	Red Light District
383 Anal Expedition 10	Red Light District
384 Fuck Dolls 07	Red Light District
385 Anal XXXcavaders	Red Light District
386 Cum Coat My Throat	Red Light District
387 Brianna Love Oversexed	Red Light District
389 Young Tight Latinas 10	Red Light District
390 Cum Stained Casting Couch 05	Red Light District
391 Addicted to Boobs	Red Light District
392 1 Dick 2 Chicks 05	Red Light District
393 Black Dicks Asian Chicks 03	Red Light District
394 110% Natural 10	Red Light District
395 New Chicks Cum First	Red Light District
397 Don't Cum on My Face	Red Light District
398 Black Dicks White Chicks 13	Red Light District
399 Spit Whores	Red Light District

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400 New Whore at the Door	Red Light District
401 Overflowing Assholes 02	Red Light District
402 Assault that Ass 09	Red Light District
403 Cum Dumpsters 06	Red Light District
405 Don't Pull Out 03	Red Light District
406 Throat Gaggers 11	Red Light District
407 Me Luv U Long Time 09	Red Light District
408 Cream My Crack 03	Red Light District
409 Just Over 18 15	Red Light District
410 Cum Fart Cocktails 05	Red Light District
411 Hardcore DP 02	Red Light District
412 Bitch Bangin Bitch	Red Light District
413 Fresh Ripe & Ready	Red Light District
415 Whores in Heat	Red Light District
416 Perversions Unleashed	Red Light District
417 Cum Stained Casting Couch 06	Red Light District
418 Cream Pie Cuties	Red Light District
419 Interracial Overload	Red Light District
420 Don't Let Daddy Know	Red Light District
421 We Yum Yum Cum	Red Light District
423 One on One 06	Red Light District
424 It Takes Two	Red Light District
425 Wasted Youth	Red Light District
426 New Chicks Cum First 02	Red Light District
427 Cum Swapping Sluts 11	Red Light District
428 Momma Knows Best	Red Light District
429 I've Been Sodomized	Red Light District
431 Smothered & Covered	Red Light District
432 One In the Pink One In the Stink 08	Red Light District
433 Young Tight Latinas 11	Red Light District
434 Me Luv U Long Time 10	Red Light District
435 Overflowing Assholes 03	Red Light District
436 Gang Bang 05	Red Light District
437 110% Natural 11	Red Light District
438 Sprung a Leak	Red Light District
439 Assault that Ass 10	Red Light District
441 Ass Like Whoa	Red Light District

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442 Hardcore Training 06	Red Light District
443 Addicted to Boobs 02	Red Light District
444 Just Over 18 16	Red Light District
445 Throat Gaggers 12	Red Light District
446 Cum Stained Casting Couch 07	Red Light District
447 In It Goes Out It Cums	Red Light District
449 Boobs Like Whoa	Red Light District
451 Dick Puppets	Red Light District
452 Fuckin Me POV	Red Light District
453 1 Dick 2 Chicks 06	Red Light District
454 Momma Knows Best 02	Red Light District
455 Bore My Asshole	Red Light District
456 Cum Coat My Throat 02	Red Light District
457 Wasted Youth 02	Red Light District
458 It Takes Two 02	Red Light District
460 One on One 07	Red Light District
461 I've Been Sodomized 02	Red Light District
463 Addicted to Anal	Red Light District
464 Black Dicks White Chicks 14	Red Light District
465 We Fuck Em Young	Red Light District
466 Internal Eruptions	Red Light District
468 Sprung a Leak 02	Red Light District
469 Smothered & Covered 02	Red Light District
470 110% Natural 12	Red Light District
471 Tinker with My Stinker	Red Light District
472 Me Luv U Long Time 11	Red Light District
473 New Chicks Cum First 03	Red Light District
474 Obscene Behavior	Red Light District
476 Cum Stained Casting Couch 08	Red Light District
477 Young Tight Latinas 12	Red Light District
478 Whatabooty	Red Light District
479 Raincoaters POV 05	Red Light District
480 Addicted to Boobs 03	Red Light District
481 Dark Meat Asian Treat	Red Light District
482 Assault that Ass 11	Red Light District
483 Wasted Youth 03	Red Light District
484 Cum Coat My Throat 03	Red Light District

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486 It Takes Two 03	Red Light District
487 I've Been Sodomized 03	Red Light District
488 Dark Meat White Treat	Red Light District
489 Just Over 18 17	Red Light District
490 In It Goes Out it Cums 02	Red Light District
491 Love at First Fuck	Red Light District
492 Momma Knows Best 03	Red Light District
494 New Chicks Cum First 04	Red Light District
495 Fuckin Me POV 02	Red Light District
496 Sprung a Leak 03	Red Light District
497 110% Natural 13	Red Light District
498 Don't Let Daddy Know 02	Red Light District
499 Me Luv U Long Time 12	Red Light District
500 Overflowing Assholes 04	Red Light District
502 Raincoaters POV 06	Red Light District
503 Be My Bitch 03	Red Light District
504 Whatabooty 02	Red Light District
505 Cum Stained Casting Couch 09	Red Light District
506 Addicted to Boobs 04	Red Light District
507 Pleasers	Red Light District
508 Bore My Asshole 02	Red Light District
509 Wasted Youth 04	Red Light District
511 Obscene Behavior 02	Red Light District
512 Smothered n' Covered 03	Red Light District
513 It Takes Two 04	Red Light District
514 Assault that Ass 12	Red Light District
515 In It Goes Out it Cums 03	Red Light District
516 Momma Knows Best 04	Red Light District
517 Dark Meat White Treat 02	Red Light District
518 Fuck it Like it's Hot	Red Light District
520 New Chicks Cum First 05	Red Light District
521 I've Been Sodomized 04	Red Light District
522 Sprung a Leak 04	Red Light District
523 110% Natural 14	Red Light District
524 Don't Let Daddy Know 03	Red Light District
525 Fuck Dolls 08	Red Light District
526 Love at First Fuck 02	Red Light District

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527 Alone In the Dark 05	Red Light District
529 Whatabooty 03	Red Light District
530 Cum Stained Casting Couch 10	Red Light District
531 Young Tight Latinas 13	Red Light District
532 Just Over 18 18	Red Light District
533 Bore My Asshole 03	Red Light District
534 Sexual Rage	Red Light District
535 Addicted to Boobs 05	Red Light District
536 Bitch Bangin Bitch 02	Red Light District
538 Obscene Behavior 03	Red Light District
539 Black Dicks White Chicks 15	Red Light District
540 Pleasers 02	Red Light District
541 Wasted Youth 05	Red Light District
542 Fuckin Around In South Beach	Red Light District
543 Raincoaters POV 07	Red Light District
544 Dark Meat Asian Treat 02	Red Light District
545 Smothered n' Covered 04	Red Light District
546 We Fuck Em Young 02	Red Light District
547 Cum Dumpsters 07	Red Light District
549 Cum Fart Cocktails 06	Red Light District
550 Fuck Fiends	Red Light District
551 Tinker with My Stinker 02	Red Light District
552 Momma Knows Best 05	Red Light District
553 Throat Gaggers 13	Red Light District
554 Dark Meat White Treat 03	Red Light District
555 Fuckin Me POV 03	Red Light District
556 It Takes Two 05	Red Light District
557 Too Much Ass? NOT!	Red Light District
558 Black Dicks Latin Chicks 02	Red Light District
600 Amy Fisher Caught on Tape	
232 1 Night in China	
450 Screeched	

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