

Web Sheriff

Protecting Your Rights on the Internet

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SUMMARY NOTIFICATION

1. Rights Owner : BEGGARS GROUP DIGITAL LIMITED
2. Rights Agent : WEB SHERIFF
3. Infringed Rights : COPYRIGHT & TRADEMARK
4. Infringed Artist : THOM YORKE
5. Infringed Title : "THE ERASER" (ALBUM)
6. Infringing Activity : MP3 DOWNLOADING
7. Infringing Web Address: <http://indieriviera.blogspot.com>
8. Signature: Deborah Sykes, on behalf of Web Sheriff Ltd.

Note :

The information in the notification is accurate and, under penalty of perjury, Web Sheriff is authorised to act on behalf of the exclusive owner of the rights alleged to have been infringed in this Notification.

FULL / LEGAL NOTIFICATION

Dear Sirs,

Please be advised that *Web Sheriff* represents *Beggars Group Digital Limited* (hereinafter referred to as "*Beggars*") in relation to - *inter alia* - the above matter.

Please be further advised that our said clients own or otherwise control the international trademark **THOM YORKE** (hereinafter referred to as the "Trademark"), together with the copyright in the various master recordings commercially recorded by **THOM YORKE**, including, but not limited to, the master recordings comprising the said artist's forthcoming album "**THE ERASER**" (hereinafter referred to as the "Masters"), together with the copyright in certain of the musical compositions variously recorded by **THOM YORKE** (hereinafter referred to as the "Compositions"), together with the goodwill in and associated with the business trading under the name **THOM YORKE** (hereinafter referred to as the "Goodwill").

We understand that your company (**a**) would appear to be the registered owner of the so-called 'website' as stated in our **SUMMARY NOTIFICATION** above trading from the so-called 'domain' as stated in our **SUMMARY NOTIFICATION** above (hereinafter referred to as the "Infringing Site") and (**b**) would appear to have utilised the Infringing Site to trade by usage of the Trademark, the Masters, the Compositions and the Goodwill without the authority or permission of our client. The said activities are a clear and flagrant breach of - *inter alia* - our client's proprietary rights in and to the Trademark, the Masters, the Compositions and the Goodwill.

In consequence of the foregoing - and in order to mitigate the serious and on-going damage suffered by our client - we would ask you to **immediately** comply with the following instructions:-

1. All trading using the Trademark, the Master, the Compositions and the Goodwill must cease.
2. All other exploitation and / or use of the Trademark, the Masters, the Compositions and the Goodwill must cease including, but not limited to, so-called 'down-loading' and / or so-called 'streaming' from the Infringing Site (as applicable).

3. Final accounts relating to all income derived pursuant to your use of the Trademark, the Masters, the Compositions and the Goodwill must be prepared and furnished to our clients together with all monies thereby shown to have been earned by such activities.

4. All relevant, so-called 'rights collection societies' must be paid in full for the mechanical reproduction and / or public performance of the Masters, the Compositions and all other copyright works (as applicable) pursuant to your aforementioned activities.

5. Your domestic and overseas licensees and / or distributors and / or so-called 'ISPs' and / or associates (as applicable) must be notified of the foregoing and must likewise be obliged to comply with the instructions herein contained.

6. You must undertake to take out a half-page advertisements in *Billboard Magazine*, *Music Week Magazine* and *Music & Media Magazine* within fourteen (14) days of the date hereof clarifying the fact that (a) your usage of Trademark, the Masters, the Compositions and the Goodwill was not authorised by or otherwise associated with our client, (b) the services offered by you under the Trademark, the Masters, the Compositions and the Goodwill were not offered by or on behalf of our client and (c) you are no longer trading either under or otherwise by use of the Trademark, the Masters, the Compositions and the Goodwill. Furthermore, the said advertisement must include an apology to our client.

7. You must undertake to execute such documentation as may be reasonably required by our client in order to give proper effect to the instructions contained herein.

In addition to the foregoing - and in accordance with recent *US & UK* judicial rulings in favour of the *RIAA* and *BPI* respectively, we would ask you to provide us *by return* with substantive details of the means by which you propose to compensate our clients for the clear and flagrant breaches of our client's intellectual property rights in the Trademark, the Masters, the Compositions and the Goodwill. In this regard we would highlight the fact that our clients have invested heavily in the Trademark, the Masters, the Compositions and the Goodwill over a period of several years : as such, any proposals for compensation must seek to both address and redress the same.

Should you be unwilling or otherwise unable to comply with the foregoing, we must ask you provide the name and address of the domestic attorneys and UK solicitors whom you intend to instruct in relation to this matter for the purposes of accepting the service of such proceedings as our appointed litigators would issue against - *inter alia* - yourselves on behalf of our clients in such an event. Should we fail to hear from you in this regard, such proceedings would then be served directly upon your trading premises / registered offices / residential address (as applicable).

Whilst writing, we would also caution you against 'posting' or otherwise communicating any correspondence and / or remarks to third parties which could in any way be construed as being defamatory of any officers of our client or otherwise constitute a malicious falsehood injurious to our client's business.

Notwithstanding the foregoing, all rights of *Beggars Group Digital Limited* and *Thom Yorke* - including, but not limited to, the right to apply for injunctive relief and damages without further notice or recourse to you - are hereby strictly reserved.

Yours faithfully,

Deborah Sykes
for and on behalf of

WEB SHERIFF