

Jan-13-05 02:53P

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LATHAM & WATKINS LLP

December 8, 2004

VIA U.S. MAIL AND FACSIMILE: (770) 729-8028

Ms. Ruth King
 1650 Oakbrook Drive, Suite 405
 Norcross, GA 30093-1817

Re: Infringement of Entrepreneur Media, Inc.'s trademarks via
ENTREPRENEURSTV.COM

FIRM / AFFILIATE OFFICES

Boston	New Jersey
Brussels	New York
Chicago	Northern Virginia
Frankfurt	Orange County
Hamburg	Paris
Hong Kong	San Diego
London	San Francisco
Los Angeles	Silicon Valley
Milan	Singapore
Moscow	Tokyo
	Washington, D.C.

File No. 027788-0002

Dear Ms. King:

This firm represents Entrepreneur Media, Inc. ("EMI") in connection with intellectual property enforcement matters. EMI is the owner of the strong registered trademark ENTREPRENEUR® and a family of numerous related trademark and service marks, as well as the website and content of entrepreneur.com, among other intellectual property. See enclosed orders.

It has come to our attention that you are using for commercial gain the trademark ENTREPRENEURSTV on your website at *entrepreneurstv.com*. This mark and domain name are confusingly similar to EMI's ENTREPRENEUR marks. Indeed, the "tv" portion of your mark is less prominent than the "entrepreneurs" portion of your mark, which phrase appears in a font similar or identical to the font used by EMI for its ENTREPRENEUR mark.

Your use of a mark and domain name confusingly similar to EMI's marks in order to sell your products or services is likely to cause—and, in fact, has already caused—confusion, mistake, and deception regarding the source of your goods and services, as well as significant injury to EMI. Indeed, EMI is already aware of actual confusion which, as you probably know, is very strong evidence of potential confusion.

Your actions therefore constitute trademark infringement, unfair competition, deceptive acts and practices, and misappropriation of the valuable goodwill, reputation, and business property of EMI, in violation of federal and state law. Your unauthorized registration and use of a domain name encompassing EMI's famous trademark also may violate the Anticybersquatting Consumer Protection Act, which expressly creates liability for the bad-faith registration of a domain name that is similar to another's mark. If you continue, your actions could also subject you to treble damages, costs, and attorneys' fees.

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By this letter, EMI demands that you (and any of your or your company's affiliates, officers, employees, and agents and other persons or entities acting in concert with you or your company or at your direction):

1. Immediately cease using and refrain from using in the future the mark ENTREPRENEURSTV, the domain name entrepreneurstv.com or any other image or mark confusingly similar to EMI's ENTREPRENEUR mark, alone or in combination with any words or phrases, in connection with any goods or services provided by you.
2. Transfer the domain name entrepreneurstv.com to EMI in accordance with the policies and procedures of the registrar, Network Solutions, Inc.
3. Agree not to register additional domain names that contain the mark "ENTREPRENEUR."
4. By December 17, 2004, provide full and complete disclosure of all information about your use of the entrepreneurstv.com domain name, including a complete list of (a) all products or services offered for sale or sold through the web site, (b) the quantities sold and prices of each, and (c) to whom each was sold.
5. By December 17, 2004, confirm in writing, by countersigning below and returning this letter to us, that you agree to comply with each of the demands contained in this letter.

If you would like to discuss this matter, please feel free to contact me.

Nothing contained in this letter constitutes an express or implied waiver of any rights or remedies of EMI, all of which are expressly reserved.

Very truly yours,



Mark A. Finkelstein
of LATHAM & WATKINS LLP

The foregoing is acknowledged and agreed to by:

_____ (signature)

_____ (printed name)

Dated: December __, 2004