

myman greenspan fineman fox rosenberg & light llp

COUNSELORS AT LAW

February 13, 2012

VIA EMAIL
mail@rc3.com

RC3, Inc.
Attn: Robb Chamberlain

Re: CEASE AND DESIST – “Joustin Beaver” App

Mr. Chamberlain:

This law firm represents Justin Bieber (hereinafter referred to as our “Client”).

We recently became aware that RC3, Inc. (“you”) have created an iphone/ipad/Android mobile application titled “**Joustin’ Beaver**” (the “App”). The App portrays a beaver character based on our Client as part of the App’s game play and the game description and publicity surrounding the game clearly link the App to our Client by name and our Client’s renown celebrity. For reference, please see the following URLs:

[http://rc3.com/blog/?p=152;](http://rc3.com/blog/?p=152)
[http://www.joustinbeaver.com/about/;](http://www.joustinbeaver.com/about/)
<http://spong.com/nibble/26296/Joustin-Beaver-iOS-Game-is-Just-Asking-for-a-Lawsuit;> and
[http://appmodo.com/61658/justin-bieber-inspired-game-app-takes-stab-at-aggressive-paparazzi/.](http://appmodo.com/61658/justin-bieber-inspired-game-app-takes-stab-at-aggressive-paparazzi/)

Please be advised, at no time has our Client, our Client’s parental guardian, or our Client’s designated representatives entered into an agreement with you or your related business entities, or otherwise granted permission to you or any third party, to create the App. Further, I am not aware that you made any inquiry or gesture to contact our Client’s representatives to obtain such authorization. Accordingly, you have no right to utilize our Client’s name, image, likeness, life story or identity in or in connection with the App.

Absent the express written consent of our Client and our Client’s parental guardian, the exploitation of the App is a direct and blatant infringement of our Client’s right of publicity. Exploitation of our Client’s name, likeness, image and renowned reputation in the industry to promote, advertise and market the App falsely implies that our Client has granted you certain rights to do so which, as you know, is not the case. These flagrant and conscious infringements of our Client’s rights may further constitute a number of violations including: trademark infringement, unfair competition under the Lanham Act and under state law, dilution, false designation of origin, passing off, misappropriation of name for commercial purposes, misrepresentation, violation of rights of publicity and interference with our Client’s contractual obligations to third parties (collectively, the “Unauthorized Activities”).

Be advised that your Unauthorized Activities may subject you to statutory damages for each willful infringement. Further, the Lanham Act entitles our Client to recover from you any profits derived from the Unauthorized Activities as well as treble damages and costs incurred in defending our Client’s intellectual property rights.

On behalf of our Client, we hereby demand that you act expeditiously to comply with the following:

1. Immediately cease any and all exploitation of the App;
2. Remove the App from iTunes and any other app stores and ecommerce sites where it is currently available;
3. Cease and desist all Unauthorized Activities relating to our Client; and
4. Provide a complete detailed accounting to us with respect to sales/revenues generated by the App to-date.

aaron d. rosenberg | [REDACTED]

Please contact the undersigned to confirm your compliance with the foregoing demands and to discuss acceptable compensation for the severe harm that your actions have caused to our Client, including, without limitation, the cost of our enforcement efforts.

If we do not hear from you within two (2) business days in an attempt to informally resolve this matter, our Client has instructed us to take any and all legal action necessary to vindicate our Client's rights with respect to your Unauthorized Activities.

Nothing contained in this letter is intended or shall be construed as an admission of any fact, nor a waiver of any of our Client's rights, claims or remedies, in connection with this matter or any related matter, all of which are hereby expressly reserved.

Very truly yours,

-DICTATED BUT NOT READ-

Aaron D. Rosenberg
of MYMAN GREENSPAN FINEMAN
FOX ROSENBERG & LIGHT, LLP

ADR/tm

cc: Mr. Scooter Braun
Allison Kaye, Esq.

[REDACTED]
(all via email)