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January 19, 2011

Via Facsimile (213) 738-1777 & U.S. Mail

Jane Oak, Esq.
Law Offices of Jane Oak and Associates, P.C.
3435 Wilshire Boulevard, Suite 2470
Los Angeles, California 90010

Re: *Visual Materials and Trademark License Agreement dated July 9, 2010*

Dear Ms. Oak:

As you are aware, this office represents Erica McLean and Cheeky Monkey, Inc. We are in receipt of your correspondence dated January 18, 2011, demanding that our clients immediately cease and desist from using or exploiting the "Flying Pig" logo and trademark. Prior to embarking on the path of litigation, we would suggest that you confer with your client, and review the Visual Materials and Trademark License Agreement dated July 9, 2010 between the parties (the "License Agreement"), as well as correspondence from your clients relating thereto.

First, your correspondence asserts that the License granted by the License Agreement is "void and unenforceable" because the License Agreement describes the subject of the License as "Logo and Trademark for 'The Pink Pig' Catering Trucks," while your client's Trademark consists of the words "The Flying Pig," along with its related color, artwork and logo. It would appear that you are making a distinction without a difference. It is apparent that the subject of the License Agreement, and the materials to be licensed, are your client's Trademark, consisting of the words "The Flying Pig," as well as associated color, artwork and logo. Surely, your client would confirm this when examined under oath, and the intent of the parties may be used to interpret the License Agreement (which does not include an integration clause).

The wording of the License Agreement further supports the validity of the License granted. The License Agreement itself states, in pertinent part, that your client: "irrevocably grants to Producer, its assignees and licensees, the non-exclusive, perpetual right to use, reproduce and otherwise exploit throughout the universe *all or any part of the above-referenced Material...*" (Emphasis added.) Thus, the License includes your client's Trademark, logo, words, and associated artwork, regardless of the precise wording used in the "Description of Material" heading of the License Agreement. In fact, the Visual Materials and Trademark License

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Agreement - Information Detail is expressly agreed to and accepted by "JJWave Corporation (DBA 'Flying Pig')." That portion of the License Agreement is executed by Joe Kim, as C.E.O. of the corporate entity. Thus, there can be no dispute that your clients knew and intended that the materials licensed consisted of the "Flying Pig" Trademark and associated rights.

Next, we find it curious that your client would take the position that the License Agreement was obtained through fraud, by our client's intentional misrepresentation, and concealment that the License could be used in connection with adult content. The License Agreement executed by Mr. Kim expressly identifies that the Material, as defined therein, is to be used in connection with the Production Series, "The Flying Pink Pig." The License Agreement goes on to state that your client: "acknowledges that the Series *may or may not involve sexually explicit conduct,...*"

In this regard, prior even to entering into the License Agreement, our client transmitted to your clients copies of other adult DVDs which she had produced, thus disclosing the sexually explicit nature of the materials to be created in connection with the License granted by your clients. Our client is well known in the industry, and it could not have come as any surprise to your clients that their truck and Trademark would be used in connection with an adult film production. After these disclosures, your clients executed the License Agreement.

Furthermore, your clients have repeatedly confirmed, in writing, their actual knowledge that the License would be used in connection with adult materials. On December 7, 2010, James Seitz, whom we understand to be a principal of JJWave Corp., the owner of the Trademark in question, confirmed the shoot date for the production, and provided his address for receiving a copy of the DVD, stating: "Viewing copy?! Suh-weet!"

On December 17, 2010, Mr. Seitz wrote to our client indicating that he had viewed a copy of the DVD, stating "Just received the disc and watched it last night. What a fun and happy movie! Congrats!" The December 17, 2010 correspondence also identified the driver of your client's truck for a further shoot. Similarly, on December 19, 2010 our client inquired of Mr. Seitz how he liked the "Flying Pink Pig Movie," and he responded: "Let me see. SEX + FOOD + FUN = well, just about all my favorite things! A 10 for sure." (Emphasis in original.)

Consistent with your clients' knowledge that the film production was adult in nature, on January 5, 2011, Mr. Seitz wrote to our client requesting a copy of the signed License Agreement, further stating: "Congrats on the press release! Very exciting to see it all go down!" The press release to which your client was referring was that for "The Flying Pink Pig" film, which clearly referred to the production as consisting of adult material.

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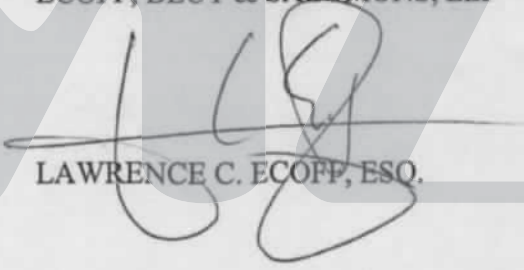
Thus, it is apparent, both from the express terms of the License Agreement, as well as written correspondence between the parties, that our client disclosed, and your clients had actual knowledge at all relevant times, that the License in question would in fact be used in connection with adult materials, and "sexually explicit conduct." On this record, it is inexplicable how your clients could claim not to have knowledge of the nature of the film production, and the use of their vehicle, Trademark, and associated logo and artwork.

Accordingly, our client will not cease and desist from exploiting the License in question, and will not refrain from releasing the subject film in the coming weeks, or any other films planned in the series using the License in question. Should your client commence legal action in connection with the License Agreement, we will assert all relevant and applicable affirmative defenses thereto, arising from, but not limited to, the foregoing facts. Moreover, should your clients choose to proceed with litigation, you should be aware that they may be responsible for our client's reasonable attorneys' fees and costs incurred in defending the action.

In the meantime, nothing contained herein or omitted herefrom shall be deemed to constitute a waiver or relinquishment of our client's rights or remedies, whether legal or equitable, all of which are hereby expressly reserved.

Sincerely,

ECOFF, BLUT & SALOMONS, LLP



LAWRENCE C. ECOFF, ESQ.

cc: Client
LCE/lp