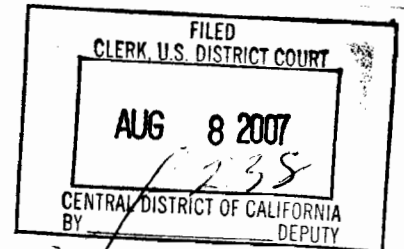


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14 UNITED STATES DISTRICT COURT  
15 CENTRAL DISTRICT OF CALIFORNIA

16 PERFECT 10, INC., a California  
17 corporation,

18 Plaintiff,

19 v.

20 MICROSOFT, INC., a corporation;  
21 and DOES 1 through 10, inclusive,

22 Defendants.

CASE NO. **PP CV07-05156** MMM/MAW

COMPLAINT FOR:

- (1) COPYRIGHT INFRINGEMENT;  
(2) TRADEMARK INFRINGEMENT;  
(3) MISAPPROPRIATION OF TRADE SECRETS;  
(4) VIOLATIONS OF THE COMPUTER FRAUD AND ABUSE ACT;  
ELECTRONIC COMMUNICATIONS PRIVACY ACT; AND CALIFORNIA COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT

DEMAND FOR JURY TRIAL

23 Plaintiff Perfect 10, Inc. ("Perfect 10") avers:

24 **JURISDICTION AND VENUE**

25 1. Jurisdiction. This action arises under the Copyright Act, 17 U.S.C.  
26 §101 *et seq.*, and the Lanham Act, 15 U.S.C. § 1051 *et seq.* This Court has  
27 jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§1331 and  
28

1 1338(a), and supplemental jurisdiction.

2 2. Venue. Venue is proper in this Court pursuant to 28 U.S.C. §1391  
3 (b)(1) and (2), §1391(c), and §1400(a).

4 3. Personal Jurisdiction. The wrongful activity at issue concerns  
5 Defendants' operation of commercial businesses through which Defendants  
6 knowingly transact business in the State of California, including within this  
7 district. Each of the Defendants has purposefully availed itself of the privilege of  
8 doing business in the State of California, and material elements of Defendants'  
9 wrongdoing occurred in this State.

#### 10 THE PARTIES

11 4. Plaintiff Perfect 10 is a California corporation with its principal  
12 place of business in this district. Plaintiff previously published the magazine  
13 PERFECT 10. Plaintiff owns and operates the Internet website located at  
14 perfect10.com.

15 5. Defendant Microsoft, Inc. ("Microsoft") is a Washington  
16 corporation which, among other things, owns and operates the Internet website  
17 located at msn.com.

18 6. Does 1 through 10, inclusive, are sued under fictitious names  
19 because their true names and capacities are unknown to Perfect 10. Perfect 10 will  
20 seek leave to amend this complaint to insert such true names and capacities when  
21 they are ascertained. Perfect 10 is informed and believes, and on that basis avers,  
22 that each Doe Defendant acted in concert with defendant Microsoft and is  
23 responsible for the harm and damages to Perfect 10 herein averred. Defendant  
24 Microsoft and the Doe Defendants hereinafter are referred to collectively as  
25 "Microsoft."

26 7. Perfect 10 is informed and believes, and on that basis avers, that at  
27 all times material herein, each of the Defendants was the agent and/or employee of  
28 the other Defendants and, in doing the things herein averred, was acting within the

1 course and scope of such agency and/or employment.

2 **THE BUSINESS OF PERFECT 10**

3 8. The business of Perfect 10 consists primarily of the design,  
4 creation, production, marketing, promotion, and sale of copyrighted adult images  
5 which reflect professional, skillful, and tasteful artistry.

6 9. Perfect 10 was formed in 1996 in an effort to create the highest  
7 quality men's magazine, dedicated to the photography of the world's most  
8 beautiful "natural" models. To that end, Perfect 10 published the well-known  
9 magazine PERFECT 10 for ten years until June 2007, when it was forced to halt  
10 publication due to the rampant copyright infringement that is the subject of this and  
11 other lawsuits.

12 10. Although PERFECT 10 Magazine is no longer being published,  
13 Perfect 10 still owns and operates its subscription Internet website, perfect10.com,  
14 which offers consumers images in both reduced-size and full-size. Consumers are  
15 provided access to perfect10.com via individual, confidential password/username  
16 combinations, in return for the payment of a membership fee of \$25.50 per month.  
17 Perfect 10 has itself created and assigned to its members many of these  
18 password/username combinations.

19 11. PERFECT 10 has created over 12,000 copyrighted photographs and  
20 has purchased the rights to additional images which it has used in its magazine and  
21 which it uses on its website. The Perfect 10 photographs reflect professional,  
22 skillful, and tasteful artistry, and contain the requisite level of creativity for  
23 copyright protection. Perfect 10 owns the copyrights in these images (the "Perfect  
24 10 Copyrighted Images").

25 12. The Perfect 10 Marks: Perfect 10 also is the owner of the valuable  
26 and well-known Perfect 10 family of trademarks, including but not limited to  
27 PERFECT 10 (the "Perfect 10 Marks"). These marks were or are used in  
28 commerce by Perfect 10 on and in connection with the sale of its products and

1 services, including PERFECT 10 magazine and perfect10.com. Perfect 10 has  
2 spent millions of dollars advertising and promoting the Perfect 10 Marks and  
3 Perfect 10 products and services bearing these marks. Perfect 10 has built and  
4 owns the valuable goodwill symbolized by the Perfect 10 Marks. Two of Perfect  
5 10's registered trademarks, registration numbers 2235145 and 2202643, have  
6 become incontestable under Section 15 of the Lanham Act, 15 U.S.C. Section  
7 1065.

8       13.       Goods and services bearing the Perfect 10 Marks have been  
9 featured and referred to on numerous television and radio shows (including the  
10 *Tonight Show*, *Howard Stern Show*, *The Sopranos*, *Dawson's Creek*, *Battledome*,  
11 *Fox News*, *Hard Copy*, *Entertainment Tonight*, *Extra*, *The Dating Game*,  
12 *Temptation Island*, *Monday Night Football*, *Hannity & Colmes*, *The O'Reilly*  
13 *Factor*, *The View*, and *Jenny Jones*), in motion pictures (including *Knocked Up*,  
14 *Spiderman*, *American Pie*, *Hollow Man*, and *The Way of the Gun*), and in  
15 newspapers and periodicals.

16       14.       Perfect 10 derives virtually all of its revenue from its copyrighted  
17 images. Prior to ceasing the publication of PERFECT 10 Magazine, Perfect 10  
18 previously sold magazines, which consisted predominantly of images, at both  
19 newsstands and via subscriptions. In addition, Perfect 10 still sells memberships to  
20 its website. In early 2005, Perfect 10 entered into a licensing agreement for the  
21 worldwide sale and distribution of individual reduced-size copyrighted images for  
22 cell phones. By late 2005, after selling approximately six thousand downloads a  
23 month initially, Perfect 10's sales of mobile phone downloads deteriorated to near  
24 zero. Upon information and belief, this was due to the massive free dissemination  
25 of such images by search engines, including Google, Amazon.com, and MSN.

26       15.       The success of Perfect 10's business is dependent on Perfect 10  
27 Copyrighted Images. The ongoing and massive infringement and free display of  
28 Perfect 10 Copyrighted Images, as herein described, is devastating to, and

1 threatens the existence of, Perfect 10's business.

## 2 THE BUSINESS OF MICROSOFT

3 16. Microsoft, which manufactures well-known computer software and  
4 operating systems, also operates a "search engine" located at the Internet website  
5 msn.com ("MSN"). Consumers visit MSN to locate textual information, and  
6 other material, including adult images. Microsoft earns its revenue from MSN by  
7 providing others (such as Amazon.com) with its search services, and by attracting  
8 consumers, whose presence allows it to attract and charge fees to advertisers.  
9 Microsoft also uses the traffic it receives from MSN to sell more Microsoft  
10 products. MSN offers two distinct search functions. The standard search function  
11 is called "Web Search," which allows the consumer to specify certain search terms.  
12 When the search terms are input into a search box on MSN's website, computer  
13 programs created by Microsoft generate a list of links to websites purportedly  
14 related to the search terms. This list appears on MSN along with a short  
15 description of the content in each such website. In response to a search request,  
16 MSN also often provides a "cache" link to Microsoft servers that contain copies of  
17 one or more pages that purportedly represent an archived "snapshot" of the  
18 identified websites as they appeared several days to many months earlier. These  
19 archived pages are stored on Microsoft's servers, and are made available to  
20 consumers for viewing, printing, copying, downloading, distributing to others, e-  
21 mailing, and otherwise manipulating.

22 17. MSN also offers a "Search Images" function designed to draw  
23 traffic to MSN and its advertisers. The "Search Images" function provides  
24 consumers with catalogues of reduced-size images purportedly related to whatever  
25 search term a user inputs. For example, when consumers search on the names of  
26 popular Perfect 10 models, this yields thousands of high quality reduced-size  
27 copies of the Perfect 10 Copyrighted Works, which are reproduced by Microsoft  
28 without authorization and reside on Microsoft's own servers. When consumers

1 click on these Perfect 10 reduced-size images residing on Microsoft servers,  
2 Microsoft links those consumers to websites that misappropriated those images  
3 rather than to perfect10.com. In some cases, clicking on a Perfect 10 reduced-size  
4 image on Microsoft's servers links consumers to infringing websites which are  
5 advertising partners of Microsoft's and from whom Microsoft earns revenue.

6 18. Microsoft sells millions of dollars each year in advertising to  
7 websites which advertise so they can be seen by consumers who visit MSN. The  
8 greater the amount and quality of content that Microsoft provides to consumers via  
9 its Web Search or Image Search, the more consumers MSN attracts and the more  
10 advertising revenue it generates and the more products Microsoft can sell. High  
11 quality adult images, such as the Perfect 10 Copyrighted Works, attract millions of  
12 visitors to MSN and thus substantially increase Microsoft's advertising revenue  
13 and the sales of its software products.

14 19. Microsoft places and has placed Microsoft ads next to more than  
15 one thousand Perfect 10 images without authorization. Many of those images  
16 display Perfect 10 trademark and copyright notices.

17 20. Microsoft currently accepts advertising from websites that steal and  
18 sell virtually every image owned by Perfect 10, and has continued to do so despite  
19 repeated notice from Perfect 10. In addition to stealing and selling Perfect 10  
20 images, such websites also steal and sell virtually all major movies, TV shows,  
21 songs, images, and even computer software.

22 21. Microsoft knowingly links to and helps its users locate, large  
23 numbers of infringing websites (the "Stolen Content Websites"), some of whom  
24 sell their infringing materials, and some of whom offer infringing works for free  
25 and make their revenue by displaying advertising. The Stolen Content Websites  
26 that Microsoft locates for its users en masse, cumulatively provide to MSN users  
27 *hundreds of billions of dollars* of every imaginable copyrighted work: virtually all  
28 movies, songs, TV shows, images, and computer software. Such websites offer, in

1 total, more than *one million* copies of Perfect 10 copyrighted images, and infringe  
2 the Perfect 10 Marks.

3 22. Upon information and belief, Stolen Content Websites consist of  
4 essentially 100% stolen materials. Many of these websites disclaim ownership of  
5 their content.

6 23. It would be virtually impossible for consumers to locate most  
7 Stolen Content Websites if they were not directed to them by popular search  
8 engines such as MSN. The vast preponderance of Stolen Content Websites have  
9 no brand associated with them nor have they created any goodwill that would draw  
10 consumers, as has Perfect 10.

11 24. Indeed, Stolen Content Websites usually are obscure, judgment  
12 proof, frequently operate from foreign countries such as China, Russia, Hungary,  
13 and Argentina (although they are accessible in the United States and target United  
14 States consumers), and/or fraudulently appear to do so under the cover of false  
15 contact information. Further, Stolen Content Websites often disappear and  
16 reappear with the same or similar content under different website addresses  
17 (“URLs”) and/or use different URLs that all link to the same content.

18 25. Microsoft provides MSN users with unauthorized access to Perfect  
19 10 Copyrighted Images in at least four ways, all of which draw visitors and  
20 potential customers to MSN and simultaneously destroy the exclusivity and  
21 commercial value of Perfect 10’s Copyrighted Images.

22 (a) *First*, MSN displays and distributes reduced-size infringing  
23 copies of Perfect 10 Copyrighted Images. These infringing images are in many  
24 cases much larger than a “thumbnail,” and are substantially larger than they need  
25 to be to act merely as a “pointer” to the supposed “source” of information. These  
26 images serve as a substitute for reduced-size and full-size images sold by Perfect  
27 10. Reduced-size images offered by MSN are as clear and detailed as the reduced-  
28 size images offered on perfect10.com. The reduced-size Perfect 10 Copyrighted

1 Images displayed on MSN can also be downloaded to cell phones, completely  
2 obviating the need for consumers to purchase such images for their cell phones  
3 from Perfect 10. Perfect 10 is informed and believes, and on that basis alleges, that  
4 Microsoft makes unauthorized copies of full-size Perfect 10 copyrighted images in  
5 the process of making "thumbnail" copies of those images.

6 (b) *Second*, when a reduced-sized image on MSN is clicked on, a  
7 second page is displayed, which contains a second reduced-size image and, in  
8 many cases, a full size version in a "window", both of which are unauthorized  
9 copies of Perfect 10 Copyrighted Images. A user can view these full size copies  
10 without ever leaving MSN. Additionally, when the user clicks on either the  
11 (second) reduced-size image or the statement next to it – "See full-size image" – a  
12 full size copy of the image is displayed. The "See Full-size image" link performs  
13 no "information location" function as the user simply views a full-size image on a  
14 blank page, and cannot navigate on the third party website at that point. While at  
15 MSN, users may copy, download, email, and otherwise manipulate these Perfect  
16 10 Copyrighted Images.

17 (c) *Third*, for MSN searches performed on the names of Perfect 10  
18 models, MSN provides results that when clicked on, usually lead to infringing  
19 copies of Perfect 10 Copyrighted Images on Stolen Content Websites, some of  
20 which contain as many as 20,000 Perfect 10 Copyrighted Images, essentially the  
21 entirety of Perfect 10's business. A link from MSN to an infringing website  
22 typically will allow the user to view all infringing content on that website.

23 (d) *Fourth*, in certain instances, particularly when the search term  
24 "perfect10.com" is used, MSN provides links to websites which contain otherwise  
25 unavailable unique passwords and usernames that represent violations of Perfect  
26 10's trade secrets and permit unauthorized access to perfect10.com. MSN also  
27 itself directly publishes and provides on its website complete perfect10.com  
28 passwords in its "search results." Microsoft thereby knowingly facilitates access to



1 perfect10.com, without authority and without the necessity for users to purchase  
2 memberships, and permits users to gain free access to virtually the entirety of  
3 Perfect 10 Copyrighted Images.

4         26.         MSN's unauthorized display and distribution of tens of thousands  
5 of reduced-size and full size Perfect 10 Copyrighted Images promotes and draws  
6 potential customers to MSN while it destroys the market for and value of Perfect  
7 10 Copyrighted Images. Microsoft's acts and conduct obviate the need for  
8 consumers to pay for a membership to perfect10.com, subscribe to or purchase  
9 Perfect 10 magazine, or purchase reduced-size Perfect 10 Copyrighted Images for  
10 viewing on cell phones.

11         27.         Microsoft has become one of the largest infringers of adult images  
12 in the world by using a purported "search" function which attracts users and  
13 enables them to view and obtain for free hundreds of thousands of adult images  
14 including over fifteen thousand Perfect 10 Copyrighted Images. The Perfect 10  
15 Copyrighted Images displayed by Microsoft are obtained from infringing websites  
16 to which Microsoft links and directs its users. Microsoft is displaying Perfect 10  
17 Copyrighted Images and other adult images for a commercial purpose, namely, to  
18 attract thousands of visitors to MSN and increase Microsoft's sales. There is no  
19 legitimate "news reporting" or "research" purpose in providing to MSN users such  
20 adult images. In many cases, MSN search results on a Perfect 10 model name  
21 leads the user to websites that damage Perfect 10's reputation and that of the model  
22 by wrongly suggesting that the model is engaging in explicit sexual acts, or have  
23 nothing to do with that model, and merely use the model's name without  
24 authorization to attract traffic.

25         28.         Microsoft's direct and secondary infringement of Perfect 10  
26 Copyrighted Images remains ongoing, despite the fact that Microsoft is aware that  
27 it is infringing and that Perfect 10 has never authorized or consented to the use by  
28 Microsoft of Perfect 10 Copyrighted Images, Perfect 10's Marks, or perfect10.com

1 password/username combinations. Microsoft's knowledge is based on the  
2 following factors, among others:

3           (a)     Beginning on October 25, 2004, Microsoft has been provided  
4 written notice of infringements of Perfect 10's copyrights in the form of at least  
5 twelve detailed notices of infringement. These notices informed Microsoft of  
6 infringements of more than 1,100,000 copies of Perfect 10 Copyrighted Images,  
7 and unauthorized perfect10.com passwords on at least 10,000 identified URLs (i.e.,  
8 web pages) available through MSN. In many cases, these notices included the  
9 actual infringing web page with the infringing image. Microsoft has done  
10 essentially nothing in response to these notices, and continues to link to, and take  
11 advertising payments from, pirate websites. Microsoft is aware, based upon  
12 notices from Perfect 10, that some of these websites offer for sale virtually every  
13 image that Perfect 10 owns, along with countless other adult images, and virtually  
14 every major motion picture, television program, and popular sound recording,  
15 along with software owned by Adobe, Oracle, and other major software  
16 manufacturers. Nevertheless, Microsoft refuses to stop linking to and taking  
17 advertising from these websites. Moreover, Microsoft continues to display over  
18 15,000 different Perfect 10 copyrighted images, and to allow users to view, copy,  
19 download, email and otherwise manipulate both reduced-size and full size Perfect  
20 10 Copyrighted Images, even though Perfect 10 has repeatedly asked Microsoft to  
21 stop. Finally, Microsoft continues to make vast numbers of Perfect 10  
22 Copyrighted Images available without authorization by providing stolen  
23 perfect10.com password/username combinations in MSN search results, as well as  
24 linking to websites with such password/username combinations, despite repeated  
25 notice from Perfect 10.

26           (b)     Perfect 10 Copyrighted Images provided by Microsoft  
27 frequently contain visible Perfect 10 trademarks or copyright notices in the name  
28 of Perfect 10. At times, Microsoft labels the image, right beneath the image itself,

1 with the nomenclature "P10," which is synonymous with Perfect 10, and at times  
2 even includes the volume and issue number of the Perfect 10 Magazine in which  
3 specific images appeared. Nevertheless, Microsoft displays and distributes such  
4 images, and links consumers to the websites that misappropriated those images  
5 rather than to perfect10.com.

6 (c) When Microsoft provides a Perfect 10 Copyrighted Image,  
7 Microsoft invariably informs the consumer in conjunction with the image: "This  
8 image may be subject to copyright." Additionally, many of the websites to which  
9 Microsoft provides direct links and for which Microsoft has received notice of  
10 infringement, contain "disclaimers" that state that they do not own the content  
11 provided, with language to the effect that they have copied their images from other  
12 sources and that the copyrights for such images remain with their creators.

### 14 **FIRST CLAIM FOR RELIEF**

#### 15 **(Copyright Infringement – 17 U.S.C. §101 *et seq.*)**

16 29. Perfect 10 re-alleges and incorporates herein by reference each and  
17 every averment of paragraphs 1 through 28.

18 30. Perfect 10 is the owner of all right, title, and interest to each of the  
19 Perfect 10 Copyrighted Images. Perfect 10 has registered the copyrights for its  
20 magazines, videos, calendars, and website, each of which contains Perfect 10  
21 Copyrighted Images, and for some groups of its images. Perfect 10 owns the  
22 following copyright registration certificates:

1	Copyright Registration Number	Title of Work
2		
3	TX 4-556-514	Perfect 10 Magazine (Vol. 1; Number 1)
4	TX 4-556-511	Perfect 10 Magazine (Vol. 1; Number 2)
5	TX 4-556-482	Perfect 10 Magazine (Vol. 1; Number 3)
6	TX 4-556-510	Perfect 10 Magazine (Vol. 1; Number 4)
7	TX 4-556-475	Perfect 10 Magazine (Vol. 1; Number 5)
8	TX 4-556-541	Perfect 10 Magazine (Vol. 1; Number 6)
9	TX 4-812-575	Perfect 10 Magazine (Vol. 2; Number 1)
10	TX 4-813-355	Perfect 10 Magazine (Vol. 2; Number 2)
11	TX 4-812-793	Perfect 10 Magazine (Vol. 2; Number 3)
12	TX 4-813-026	Perfect 10 Magazine (Vol. 2; Number 4)
13	TX 4-812-972	Perfect 10 Magazine (Vol. 2; Number 5)
14	TX 4-813-344	Perfect 10 Magazine (Vol. 2; Number 6)
15	TX 4-813-338	Perfect 10 Magazine (Vol. 3; Number 1)
16	TX 4-813-390	Perfect 10 Magazine (Vol. 3; Number 2)
17	TX 5-172-229	Perfect 10 Magazine (Vol. 3; Number 3)
18	TX 5-201-630	Perfect 10 Magazine (Vol. 3; Number 4)
19	TX 5-217-598	Perfect 10 Magazine (Vol. 3; Number 5)
20	TX 5-328-427	Perfect 10 Magazine (Vol. 3; Number 6)
21	TX 5-328-528	Perfect 10 Magazine (Vol. 4; Number 1)
22	TX 5-328-636	Perfect 10 Magazine (Vol. 4; Number 2)
23	TX 5-488-941	Perfect 10 Magazine (Vol. 4; Number 3)
24	TX 5-488-942	Perfect 10 Magazine (Vol. 4; Number 4)
25	TX 5-451-806	Perfect 10 Magazine (Vol. 4; Number 5)
26	TX 5-452-020	Perfect 10 Magazine (Vol. 4; Number 6)
27	TX 5-452-132	Perfect 10 Magazine (Vol. 5; Number 1)
28	TX 5-452-254	Perfect 10 Magazine (Vol. 5; Number 2)
	TX 5-452-489	Perfect 10 Magazine (Vol. 5; Number 3)
	TX 5-802-012	Perfect 10 Magazine (Vol. 5; Number 4)
	TX 5-802-272	Perfect 10 Magazine (Vol. 5; Number 5)
	TX 5-802-273	Perfect 10 Magazine (Vol. 5; Number 6)

1	Copyright Registration Number	Title of Work
2		
3	TX 5-910-170	Perfect 10 Magazine (Vol. 6; Number 1)
4	TX 5-910-171	Perfect 10 Magazine (Vol. 6; Number 2)
5	TX 6-058-397	Perfect 10 Magazine (Vol. 6; Number 3)
6	TX 5-910-331	Perfect 10 Magazine (Vol. 6; Number 4)
7	TX 6-114-746	Perfect 10 Magazine (Vol. 6; Number 5)
8	TX 6-114-841	Perfect 10 Magazine (Vol. 6; Number 6)
9	TX 6-115-010	Perfect 10 Magazine (Vol. 7; Number 1)
10	TX 6-346-157	Perfect 10 Magazine (Vol. 7; Number 2)
11	TX 6-346-128	Perfect 10 Magazine (Vol. 7; Number 3)
12	TX 6-203-680	Perfect 10 Magazine (Vol. 7; Number 4)
13	TX 6-203-677	Perfect 10 Magazine (Vol. 7; Number 5)
14	TX-6-346-157	Perfect 10 Magazine (Vol. 7; Number 6)
15	TX 6-543-478	Perfect 10 Magazine (Vol. 8; Number 1)
16	PA 776-173	Perfect 10 Model of the Year Video (G-Rated)
17	PA 955-019	Perfect 10 Model of the Year Video (R-Rated)
18	VA 987-612	Perfect 10 2000 Calendar
19	VA 1-026-167	Perfect 10 2001 Calendar
20	PA 1-225-604	P10 Magazine Presents Model Boxing
21	PA 1-301-078	P10 Magazine Presents Model Boxing II
22	VA 996-673	Perfect 10 Website
23	VA 1-085-670	Perfect 10 Website
24	VA 1-177-241	Perfect 10 Website
25	VA 1-230-966	Perfect 10 Website
26	VA 1-289-550	Perfect 10 Website
27	VA 1-289-549	Perfect 10 Website
28	VA 1-289-701	Perfect 10 Website
	VA 1-289-809	Perfect 10 Website
	VA 1-308-126	Perfect 10 Website

1	<b>Copyright Registration Number</b>	<b>Title of Work</b>
2		
3	VA 1-308-085	Perfect 10 Website
4	VA 1-308-128	Perfect 10 Website
5	VA 1-337-645	Perfect 10 Website
6	VA 1-313-176	Perfect 10 Website
7	VA 1-351-877	Perfect 10 Website
8	VA 1-359-323	Perfect 10 Website
9	VA 1-377-136	Perfect 10 Website
10	VA 1-377-240	Perfect 10 Website
11	VA 1-394-707	Perfect 10 Website
12	VA 1-401-366	Perfect 10 Website
13	pending	Perfect 10 Website
14		Model Boxing Website (updated
15	VA 1-231-054	07/28/04)
16		Model Boxing Website (updated
17	VA 1-289-521	10/6/04)
18		Model Boxing Website (updated
19	VA 1-308-086	08/11/05)
20		Model Boxing Website (updated
21	VA 1-308-129	10/03/05)
22		Model Boxing Website (updated
23	VA 1-337-631	12/6/05)
24	VA 1-231-055	Boxing Beauties Website
25		Boxing Beauties Website (updated
26	VA 1-289-519	10/6/04)
27		Boxing Beauties Website (updated
28	VA 1-289-703	1/27/05)
		Boxing Beauties Website (updated
	VA 1-289-806	4/1/05)
		Boxing Beauties Website (updated
	VA 1-308-133	6/2/05)

1	<b>Copyright Registration Number</b>	<b>Title of Work</b>
2		
3	VA 1-308-087	Boxing Beauties Website (updated
4		08/11/05)
5	VA 1-308-130	Boxing Beauties Website (updated
6		10/03/05
7	VA 1-337-632	Boxing Beauties Website (updated
8		12/6/05)
9	VA 1-313-172	Boxing Beauties Website (updated
10		2/6/06)
11	VA 1-231-026	Open Beauty Website (updated 1/9/04)
12	VA 1-289-548	Open Beauty Website (updated
13		07/28/04)
14	VA 1-289-520	Open Beauty Website (updated
15		10/06/05)
16	VA 1-289-702	Open Beauty Website (updated 1/27/05)
17	VA 1-289-807	Open Beauty Website (updated
18		04/01/05)
19	VA 1-308-132	Open Beauty Website (updated
20		06/02/05)
21	VA 1-308-088	Open Beauty Website (updated
22		08/11/05)
23	VA 1-308-131	Open Beauty Website (updated
24		10/03/05)
25	VA 1-337-630	Open Beauty Website (updated
26		12/06/05)
27	VA 1-313-173	Open Beauty Website (updated
28		02/06/06)
	PA 1-205-443	P10 Behind The Scenes, Volume 1 (Updated 07/09/03)
	PA 1-198-697	P10 Behind The Scenes, Volume 2 (Updated 09/06/03)

1	<b>Copyright Registration Number</b>	<b>Title of Work</b>
2		
3	PA 1-303-525	Perfect 10 Even Naughtier DVD (Updated 09/27/05)
4	PA 1-371-489	Perfect 10 Boxing #101 (Updated 04/21/06)
5		
6	PA 1-373-124	Perfect 10 Boxing #102 (Updated 05/12/06)
7		
8	PA 1-371-490	Perfect 10 Boxing #103 (Updated 08/11/06)
9		
10	PA 1-373-123	Perfect 10 Boxing #104 (Updated 09/08/06)
11	PA1-373-121	Perfect 10 Boxing #105 (Updated 11/24/06)
12		
13	PA 1-373-122	Perfect 10 Boxing #106 (Updated 11/08/06)
14		
15	VA 1-221-373	Amy Weber Photos 1997 (4 Photos)
16	VA 1-392-289	Amy Weber Photos 1997 Volume 2
17	VA 1-208-295	Amy Weber Photos 1998
18	VA 1-208-275	Amy Weber Photos 1998 Volume 2
19	VA 1-301-852	Amy Weber Photos 1998 Volume 4
20	VA 1-301-851	Amy Weber Photos 1998 Volume 5
21	VA 1-289-704	Amy Weber Photos 1998 Volume 6
22	VA 1-289-705	Amy Weber Photos 1998 Volume 7
23	VA 1-392-590	Amy Weber Photos 1998 Volume 8
24	VA 1-208-244	Amy Weber Photos 1999
25	VA 1-301-850	Amy Weber Photos 1999 Volume 2
26	VA 1-289-666	Amy Weber Photos 1999 Volume 3
27	VA 1-230-967	Amy Weber White Shorts (2 Photos)
28	VA 1-393-445	Amy Weber Leopard Collection II
	VA 1-391-326	Amy Weber Silver Swim Photo
	VA 1-391-325	Amy Weber in a Baby Blue Dress



1	Copyright Registration Number	Title of Work
2		
3	VA 1-397-077	Amy Weber Blanket and Blue Swimsuit (2 Images)
4	VA 1-397-075	Amy Weber Beach Photos (7 Images)
5	VA 1-397-076	Amy Weber Boots Part III (1 Image)
6	Pending	Amy Weber Lingerie Collection
7	Pending	Amy Weber Petruzzi Collection (7 Images)
8		
9	VA 1-289-667	Stacy Sanchez Photos 2004
10	VA 1-231-092	Amber Smith Photos, Volume 1
11	VA 1-231-093	Amber Smith Photos, Volume 2
12	VA 1-289-661	Aria Giovanni Photos Volume 1
13	VA 1-289-662	Aria Giovanni Photos Volume 2
14	VA 1-289-663	Aria Giovanni Photos Volume 3
15	VA 1-289-664	Aria Giovanni Photos Volume 4
16	VA 1-289-551	Alexandria Karlsen Photos Volume 1
17	VA 1-289-552	Alexandria Karlsen Phtogs Volume 2
18	VA 1-308-089	Photos of Dasha, Irina & Tanya - Vol. 1
19	VA 1-308-090	Photos of Dasha, Irina & Tanya - Vol. 2
20	Pending	Photos of Dasha, Irina, Tanya and Other Models-2003
21	VA 1-308-136	Dasha, Irina, Tanya and Other Models - 2004 Photos
22	VA 1-308-137	Dasha Pogodina - 2003 Photos
23	VA 1-321-521	Dasha & Masha- 2003 Photos
24	VA 1-321-523	Dasha & Masha- 2004 Photos
25	VA 1-321-522	Dasha Pogodina- 2005 Photos
26	VA 1-308-083	1997 Photos of Anita Kelli (552 images)
27	VA 1-308-084	1997 Photos of the 4some (359 images)
28	VA 1-308-082	1995 Photos of Inge (20 images)

1	Copyright Registration Number	Title of Work
2		
3	VA 1-356-951	Keity, Marketa, Samosa & Vika 2005
4		Photos (574 images)
5	VA 1-347-289	Sveba & Vika 2003 Photos (473 images)
6	VA 1-337-664	Vilita 2002 Photos (85 images)
7	VA 1-356-952	Iris, Marketa, Sveba & Vika 2004 Photos
8		(554 images)
9	VA 1-337-644	Gislane 2005 photos
10	VA 1-313-231	Ekaterina Mosaic (74 images)
11	VAu 671-253	Ekaterina 2005 Photos (228 images)
12	VA 1-340-262	Luba & Marketa 2004 Photos (235
13		images)
14	VA 1-369-768	Keity, Luba, Marketa & Other Models
15		2005 Photos Volume 1
16	VA 1-386-685	Keity, Luba, Marketa & Other Models
17		2005 Photos Volume 2
18	VA 1-377-135	Vika (45 Images)
19	VA 1-356-952	Iris, Marketa, Sveba & Vika – 2004
20		Photos
21	Pending	1986 Photos of Jamie, Janette, Lori and
22		Zaja
23	Pending	1987 Photos of Kara, Melissa, Riva, &
24		Other Models
25	Pending	1988 Photos of Marie, Shirley & Sydney
26		P.
27	Pending	1989 Photos of Amber, Catalina, Cathy,
28		Lousia and Other Models
	VA 1-397-049	Ekaterina Bed Session (53 Image)
	VA 1-397-064	Ekaterina Blond and Blessed (59
		Images)
	VA 1-397-061	Ekaterina Blond Beauty (72 Images)

1	Copyright Registration Number	Title of Work
2		
3	VA 1-397-057	Ekaterina On Display (119 Images)
4	VA 1-397-060	Gislane Greenery (25 Images)
5	VA 1-397-051	Gislane Office Desk (102 Images)
6	VA 1-397-067	Gislane White Mini Skirt (21 Images)
7	VA 1-397-054	Luba Golden Girl (29 Images)
8	VA 1-397-063	Luba in Green Leaves (28 Images)
9	VA 1-397-053	Luba in Las Vegas (82 Images)
10	VA 1-397-052	Luba Lounging (20 Images)
11	VA 1-397-062	Luba Luscious (20 Images)
12	VA 1-397-056	Luba on the Veranda (25 Images)
13	VA 1-397-050	Polya and Yulia Forever (43 Images)
14	VA 1-397-070	Polya and Yulia Splitting Image (61 Images)
15	VA 1-397-059	Yulia and Polya Duo (34 Images)
16	VA 1-397-058	Yulia and Polya Synchronization (84 Images)
17	VA 1-396-375	Alena Chrastinova Misc Photos (40 Images)
18	VA 1-396-377	Andrea Krumlova Misc Photos (57 Images)
19	VA 1-396-364	Angelica Maderova Orange Wall Photos (14 Images)
20	VA 1-394-384	Denisa Keletrova Nude Photos (12 Images)
21	VA 1-396-397	Edita Khainova Misc Photos (64 Images)
22	VA 1-396-393	Eliska Pokorna Misc Photos (67 Images)
23	VA 1-396-381	Eva Szaflarska Misc Photos (49 Images)
24	VA 1-396-387	Gabina Wearing White on Bed (10 Images)
25	VA 1-396-363	Gabriela Munzarova Misc Photos
26		
27		
28		

1	<b>Copyright Registration Number</b>	<b>Title of Work</b>
2		
3	VA 1-396-385	Hana V. on a Light Blue Bed Wearing Black (14 Images)
4		
5	VA 1-396-379	Jana Rechachova Misc Photos (65 Images)
6		
7	VA 1-396-382	Jana Szimeckzkova Misc Photos (18 Images)
8		
9	VA 1-396-392	Jara T. Misc Photos (15 Images)
10	VA 1-396-396	Jarasova Katka Misc Photos (60 Images)
11	VA 1-396-395	Jary Valentova Outdoors in White with Bed (13 Images)
12	VA 1-396-386	Lucie Varakova Misc Collection
13	VA 1-396-376	Marketa Layasova Beach Collection (34 Images)
14	VA 1-396-383	Marketa Layasova Bedroom Collection
15		
16	VA 1-396-394	Pavla Machova Black Top & Lingerie on Bed (23 Images)
17	VA 1-396-378	Tamara Stratilova White Bed Photos (10 Images)
18		
19	VA 1-396-391	Zuzana Black Iron Bed Frame Photos (30 Images)
20	VA 1-396-390	Zuzana Green Curtains (36 Images)
21	VA 1-396-380	Zuzana Misc 2003 Collection (16 Images)
22		
23	VA 1-396-388	Zuzana Red Satin Photos (29 Images)
24	VA 1-396-389	Zuzana White and Blue Wall Photos (34 Images)
25	VA 1-396-374	Jakline Misc Photos (51 Images)
26	VA 1-396-367	Katarzyna K. Misc Photos (40 Images)
27		
28	VA 1-396-372	Katerina Teneckova in a Blue Room (10 Images)

Copyright Registration Number	Title of Work
VA 1-396-366	Lucia Loupolova Misc Photos (51 Images)
VA 1-396-365	Rajsova Stanislava Misc Photos (60 Images)
VA 1-396-371	Renata Pilcova Misc Photos (13 Images)
VA 1-396-373	Tereza Brettschneiderova Misc (12 Images)
VA 1-396-369	Zianett E. Orange Walls Misc (62 Images)
VA 1-396-370	Zita Zakarias Misc Photos (10 Images)
VA 1-397-055	Luba Pink Dots (52 Images)
VA 1-397-071	Polya and Yulia (33 Images)
Pending	Anetta Viehova Black Shawl Photos (38 Images)
Pending	Anetta Viehova Blue Blanket Photos (22 Images)
Pending	Anetta Viehova Tropical Photos (8 Images)
Pending	Anetta Viehova Wearing White Photos (27 Images)
Pending	Irina Voronina Photos
VAu 735-098	Jana Potysova Poolside Photos (44 Images)
VAu 735-099	Jana Potysova Red Photos (83 Images)
Pending	Jana Potysova in Black (19 Images)
Pending	Lenka Gaborova Black & Yellow Photos (56 Images)
Pending	Lenka Gaborova Black Shawl Photos (34 Images)
Pending	Lenka Gaborova Misc Collection I (12 Images)

1	<b>Copyright Registration Number</b>	<b>Title of Work</b>
2		
3	Pending	Lenka Gaborova Olive Tank Top
4		(42 Images)
5	Pending	Luba, Marketa & Vika 2004 (595
6		Images)
7	Pending	Lucie Markova in her Room
8	VA 1-396-368	Pava Machova Black Top and Lingerie
9		on Red (28 Images)
10	VAu 735-096	Peach in Black Lace Top (65 Images –
11		Real Name Renata Haberlova)
12	VAu 735-095	Peach in Black Sheer Top (22 Images –
13		Real Name Renata Haberlova)
14	VAu 735-097	Peach in Gold Lace Top (66 Images –
15		Real Name Renata Haberlova)
16	Pending	Photos of Ekaterina, Luba and Other
17		Models 2006 Collection (230 Images)
18	Pending	Polya Red Passion (25 Images)
19	VA 1-401-365	Stephanka (Updated 02/14/07)
20	Pending	Waste Land (Updated 11/17/06)
21	Pending	Zianett E. Outside (5 Images)
22	VA 1-410-401	Girlfriends Katerina & Petra Bath Photos
23	VA 1-410-409	Girlfriends Andrea M. & Veronika B.
24		Misc. Photos
25	VA 1-410-407	Girlfriends Nikky, Sandra & Katerina
26		
27	VA 1-410-406	Girlfriends Karma & Silvie Purple Silk
28		Photos
	VA 1-410-404	Girlfriends Andrea A. & Veronika C.
		Pool Photos
	VA 1-410-405	Girlfriends Lucie & Zuzana
	VA 1-410-403	Girlfriends Helena & Veronika Bath
		Photos

1	Copyright Registration Number	Title of Work
2		
3	VA 1-410-400	Girlfriends Lucie & Silvia Photos
4	VA 1-410-402	Girlfriends Petra & Paula Bath Photos
5	VA 1-410-408	Girlfriends Pav & Anite
6	Pending	Girlfriends Barbora & Dagmar Pool Photos
7	VA 1-410-411	Girlfriends Jara & Sabina Window Photos
8		
9	Pending	Girlfriends Katerina & Petra Misc. Photos
10	VA 1-410-410	Girlfriends Jara & Sabina Bed Photos
11	VA 1-401-160	Bridgitta Photos (Updated 02/16/07)
12	VA 1-201-268	Adele Stephens and Veronika Zemanova Photos Published in 1998
13		
14	VA 1-201-269	Jenna Jameson Photos Published in 1994
15	VA 1-201-270	Adele Stephens, Asia Carrera, and Nikki Nova Photos Published in 1996
16		
17	VA 1-202-770	Veronika Zemanova Poolside Photo Published in 2000
18	VA 1-202-771	Veronika Zemanova Poolside Photos Published in 1999
19		
20	VA 1-289-553	Veronica Zemanova Photos - 1998 Collection
21	VA 1-289-554	Jenna Jameson Photos - 1994 Collection
22	VA 1-289-555	Stacy Moran Photos- 1994 Collection
23	VA 1-289-556	Veronica Zemanova Photos - 1994 Collection
24		
25	VA 1-289-557	Jenna Jameson 1995 Collection
26	VA 1-289-558	Adele Stephens Photos - 1996 Collection
27	VA 1-289-559	Asia Carrera Photos - 1996 Collection
28	VA 1-289-560	Nikki Nova Photos - 1996 Collection
	VA 1-289-561	Anita Kelli Photos - 1997 Collection

1	Copyright Registration Number	Title of Work
2		
3	VA 1-289-562	Danni Ashe Photos - 1997 Collection
4	VA 1-289-563	Kelly Havel Photos - 1997 Collection
5	VA 1-289-564	Vicca Photos - 1997 Collection
6	VA 1-289-565	Tracy Smith Photos - 1997 Collection
7	VA 1-289-566	Anita Kelli Photos - 1998 Collection
8	VA 1-289-567	Jenna Jameson Photos - 1998 Collection
9	VA 1-289-568	Kelly Havel Photos - 1998 Collection
10	VA 1-289-569	Kristina Kovari Photos - 1999 Collection
11	VA 1-289-570	Kyla Cole Photos - 1999 Collection
12	VA 1-289-571	Lisa Belle Photos - 1999 Collection
13	VA 1-289-572	Melissa Ludwig Photos - 1999 Collection
14	VA 1-289-573	Natalia Sirocka Photos - 1999 Collection
15	VA 1-289-574	Tera Patrick Photos - 1999 Collection
16	VA 1-289-575	Cassidey Rae Photos - 2000 Collection
17	VA 1-289-576	Jenny Photos - 2000 Collection
18	VA 1-289-577	Lynn Thomas Photos - 2000 Collection
19	VA 1-289-578	Sydney Moon Photos - 2000 Collection
20	VA 1-289-579	Tracy Smith Photos - 2000 Collection
21	VA 1-289-580	Aria Giovanni Photos - 2001 Collection
22	VA 1-289-581	Nikki Nova's Photos - 2001 Collection
23	VA 1-289-582	Sanja Photos - 2001 Collection
24	VA 1-289-583	Yana Cova Photos - 2001 Collection
25	VA 1-289-584	Lynn Thomas Photos - 2002 Collection
26	VA 1-289-585	Sanja Photos - 2002 Collection
27	VA 1-289-586	Veronica Zemanova Photos - 2002 Collection
28	VA 1-289-587	Yana Cova Photos - 2002 Collection
	VA 1-289-588	Zdenka Novotna Photos - 2002 Collection



1	<b>Copyright Registration Number</b>	<b>Title of Work</b>
2		
3	VA 1-289-589	Racquel Darrian's Miscellaneous Collection
4		
5	VA 1-307-980	1990 Photos of Jesel, June, Natasha & Nikki
6		
7	VA 1-307-981	1991 Photos of Alicon, Bobbie, Cameo, and Other Models
8		
9	VA 1-307-982	1992 Photos of Christina, Erin, Heather, and Other Models
10		
11	VA 1-307-983	1993 Photos of Alexandria, Sophie, Bo, Mimi & Stevi
12		
13	VA 1-308-081	1994 Photos of Bobbie, Chasey, Danielle, Sara, & Taylor
14		
15	VA 1-307-984	1995 Photos of Alyshia, April, Ashleigh, Cheyenne and Other Models
16		
17	VA 1-307-985	1996 Photos of Brenda, Jessi, Monika, Nikki and Other Models
18		
19	VA 1-307-986	1997 Photos of Aimee, Anna, Ariela, Jade and Other Models
20		
21	VA 1-307-987	1998 Photos of Blake, Channie, Dvin, Dina & Other Models
22		
23	VA 1-307-988	1999 Photos of Andrea, Bertha, Chante & Oher Models
24		
25	VA 1-308-135	2000 Photos of Alexa, Analise, Charmane & Oher Models
26		
27	VA 1-308-134	2001 Photos of Aimee, Ariela, Janine & Oher Models
28		
	VA 1-308-138	2002 Photos of Elle, Natalie, Sabrina & Zuse
	VA 1-308-127	2003 Photos of Sarah V.
	VA 1-321-524	Veronica Z. in a Denim Jacket (71 Images)

Copyright Registration Number	Title of Work
VA 1-321-525	Jenny on a Bridge and Poolside (50 Images)
VA 1-321-527	Stacy Moran in Bright Green Rollerblading (5 Images)
VA 1-345-740	Adele & Deven Psychiatrist Collection (39 Images)
VA 1-321-526	Anita Kelli Poolside in White -- 1997 Photos (78 Images)
VA 1-345-742	Flower & Jane Oriental Spa Photos (32 Images)
VA 1-345-743	Anita Kelli – 1997 Collection Volume 2 (62 Images)
VA 1-345-744	Veronica Zemanova Poolside 2000 Volume 2 (60 Images)
VA 1-345-745	Aimee Sweet – 1998 Collection (87 Images)
VA 1-345-746	Jade Hsu Photos – 2001 Collection (40 Images)
VA 1-345-747	Deja Scott – 1995 Collection (57 Images)
VA 1-345-748	Jade & Jana Photos – 2002 Collection (32 Images)
VA 1-377-509	Photos of Amber, Sabrina, Kara and Valerie (14 Images)
VA 1-377-522	Photos of Zaja
VA 1-377-246	Anita Blond Photos Vol. I (25 Images)
VA 1-377-247	Anita Blond Photos Vol. II (6 Images)
VA 1-377-248	Veronica Zemanova Bath Photos (53 Images)
VA 1-377-249	Veronica Zemanova in a Denim Jacket (59 Images)

Copyright Registration Number	Title of Work
VA 1-392-864	Anita Blond Photos Vol. III (Multi-colored dress Part 3 – 403 Images)
VAu 1-397-045	Veronica Zemanova – Orange Top & Poolside Part III (189 Images)
VAu 735-092	Veronica Zemanova – Orange Top & Poolside Part IV (129 Images)
VAu 735-091	Veronica Zemanova – Orange Top & Poolside Part V
Pending	Anita Blond Black Wig Vol. III
Pending	Anita Blond Pooldeck Vol. III
Pending	Photos of Catalina, Vanna and Stephanie (10 Images)
Pending	Photos of Cathy, Paula and Other Models (7 Images)
Pending	Photos of Jamie and Jewel (4 Images)
Pending	Photos of Marie and Shirley (2 Images)
VA 1-377-520	Photos of Melissa Wolfe (2 Images)
Pending	Photos of Sunny and Louisa
Pending	Veronica Zemanova Bath & Beach Photos (2 Images)
Pending	Veronica Zemanova White Room Photo

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June 12, 2003	3498	888	Certificate of Recordation of Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright Registrations.
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VAU 514-094	2111B, 2134A, 2134B, 2150, 2151B, 2160, 2168, 2177	March 2001 JSH Photo Registration	
VAU 353-469	1874, 1880, 1883, 1884A, 1884B, 1889A, 1889B, 1890, 1891, 1892, 1894B, 1899, 1984A	March 1999 JSH Photo Registration	
VAU 353-504	1906, 1907A, 1907B, 1941, 1942, 1943, 1945, 1954	August 1999 JSH Photo Registration	
VAU 514-122	D24, 2214, 2223, 2240, 2242, 2264A, 2282, 2288,	September 2001 JSH Photo Registration	
VAU 353-511	1980, 2004, 2010, 2028, 2031A, 2031B, 2032A, 2032B, 2037	February 3, 2000 JSH Photo Registration	
VAU 323-589	2053, 2054, 2058, 2079, 2086, 2087, 2093A, 2093B, 2102, 2105, 2119,	September 2000 JSH Photo Registration	
VAU 537-932	2412, 2435, 2439, 1451A, 2451B, 2452	July 2002 JSH Photo Registration	
VAU 537-946	D35, D36, 2311, 2345, 2348, 2366	June 2002 JSH Photo Registration	

VAU 353-439	1867, 1873	February 1999 JSH Photo Registration
VAU 353-448	1834	February 1999 J. Stephen Hicks Photo Registration

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May 24, 2004	3508	942	Certificate of Recordation of Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright Registrations.
<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>	
VAU 514-122	D26; 2226; 2225A; 2225B; 2277A; 2277B; 2286A; 2286B; 2286C	September 2001 JSH photo registration	
VAU 537-983		December 2002 JSH photo registration	
VAU 514-094	2190A; 2190B; D9; D10	March 2001 JSH photo registration	

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July 19, 2005	3527	778	Certificate of Recordation of Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright Registrations.

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VAU 353-439		February 1999 JSH Photo Registration
VAU 353-448		February 1999 J. Stephen Hicks Photo Registration
VAU 353-469		March 1999 JSH Photo Registration
VAU 353-504		August 1999 JSH Photo Registration
VAU 353-511		January 2000 JSH Photo Registration
VAU 323-589		September 2000 JSH Photo Registration
VAU 514-094		March 2001 JSH Photo Registration
VAU 514-122		September 2001 JSH Photo Registration
VAU 537-946		June 2002 JSH Photo Registration
VAU 537-932		July 2002 JSH Photo Registration
VAU 537-983		December 2002 JSH Photo Registration
VAU 590-160		August 2003 JSH Photo Registration

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		Rights to Perfect 10, Inc. for the following Copyright Registrations.
<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>
VAU 353-439		February 1999 JSH Photo Registration
VAU 353-469		March 1999 JSH Photo Registration
VAU 353-504		August 1999 JSH Photo Registration
VAU 353-511		January 2000 JSH Photo Registration
VAU 323-589		September 2000 JSH Photo Registration
VAU 514-094		March 2001 JSH Photo Registration
VAU 514-122		September 2001 JSH Photo Registration
VAU 537-946		June 2002 JSH Photo Registration
VAU 537-932		July 2002 JSH Photo Registration
VAU 537-983		December 2002 JSH Photo Registration
VAU 590-160		August 2003 JSH Photo Registration

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		Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright Registrations.
<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>
VAU 537-932		July 2002 JSH Photo Registration
VAU 537-932		July 2002 JSH Photo Registration

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<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>	
VAU 353-511		January 2000 JSH Photo Registration	

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November 18, 2005	3532	239	Certificate of Recordation of Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright



		Registrations.
<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>
VAU 353-469		March 1999 JSH Photo Registration

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December 2, 2005	3532	831	Certificate of Recordation of Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright Registrations.
<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>	
VAU 517-394		Joy Behram Spring 2001 Collection	
VAU 517-395		Kerri Kendall Spring 2001 Collection	
VAU 517-395		Kerri Kendall Spring 2001 Collection	
VAU 514-176		Linn Thomas Spring 2001 Collection	
VAU 514-176		Linn Thomas Spring 2001 Collection	
VAU 514-176		Linn Thomas Spring 2001 Collection	
Pending		Daniela Gil	
Pending		Daniela Gil	
Pending		Daniela Gil	

Pending		Daniela Gil
Pending		Daniela Gil
Pending		Amber Smith
Pending		Amber Smith

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January 17, 2006	3533	992	Certificate of Recordation of Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright Registrations.
<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>	
VAU 517-394		Joy Behram Spring 2001 Collection	
Pending		Tricia Wilds	
Pending		Zdenka Podkapova	
Pending		Sydney Moon	
Pending		Elisa Bridges	

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April 13, 2006	3537	147	Certificate of Recordation of Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright Registrations.
<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>	

1			
2	VAU 686-179		Devin Feller 2389
3	VAU 514-094		March 2001 JSH Photo Registration
4	VAU 514-094		March 2001 JSH Photo Registration
5			
6	VAU 686-179		Lisa Turtle 2827
7	VAU 537-932		July 2002 JSH Photo Registration
8			
9	VAU 514-094		2160 Heather Gentry
10	VAU 590-160		August 2003 JSH Photo Registration
11	VAU 537-983		December 2002 JSH photo registration
12			
13	VAU 590-160		August 2003 JSH Photo Registration
14	VAU 586-191		2617 Judit Dios
15	VAU 323-589		September 2000 JSH Photo Registration
16			
17	VAU 537-932		2435 Novotna Zdenka
18	VAU 353-511		February 3, 2000 JSH Photo Registration
19			
20	VAU 537-946		June 2002 JSH Photo Registration
21	VAU 353-504		August 1999 JSH Photo Registration
22			
23	VAU 590-169		2673 Monique Rock / Jennifer Corrales
24			

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26	<b>Date of</b>	<b>Volume</b>	<b>Page</b>	<b>Description</b>
27	<b>Recordation</b>			
28	July 25, 2006	3540	780	Certificate of Recordation of

		Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright Registrations.
<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>
		Petter Hegre Luba Plastic Skirt
		Petter Hegre Luba Elastic Top
		Petter Hegre Luba Bubble Chair
		Petter Hegre Luba table for two
		Petter Hegre Luba Orange Panties
		Petter Hegre Luba in Calvin Klein
		Petter Hegre Luba and Marketa together
		Petter Hegre Luba sandy baby
		Petter Hegre Harley Luba
		Petter Hegre Luba flying
		Petter Hegre Luba symphony

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2	<b>Registration No.</b>	<b>Continuation Sheet</b>	
3			
4			Petter Hegre - Marketa pool side
5			Petter Hegre - Marketa in the pool
6			
7			Petter Hegre - Marketa on metal stairs
8			
9			Petter Hegre - Juliya in Kiev
10			Petter Hegre - Juliya private session
11			Petter Hegre - Ann, Nelly, and Juliya undressing
12			
13			Petter Hegre - Ann, Nelly and Juliya intimate
14			
15			Petter Hegre - Ann, Nelly and Juliya crazy chicks
16			Petter Hegre - Keity Oily
17			Petter Hegre - Keity Red Panties
18			
19			Petter Hegre – Naomi Sandy Baby
20			
21			Petter Hegre - Naomi Cool Shade
22			
23			Petter Hegre – Naomi White Sheets
24			Petter Hegre – Yanka in bed
25			Petter Hegre – Mona and Yanka symmetry
26			Petter Hegre – Fabi in bubble chair
27			
28			Petter Hegre – Fabi windy

1		Petter Hegre – Fabi in bed
2		Petter Hegre – Vika Classic
3		Petter Hegre – Vika Climbing
4		Petter Hegre – Whipping Vika
5		Petter Hegre – Vika Hot Sun
6		Petter Hegre – Vika in bed
7		Petter Hegre – Vika in the countryside
8		Petter Hegre – Ekaterina Exposed
9		Petter Hegre – Ekaterina Portraits
10		Petter Hegre – Ekaterina Sweet Dreams
11		Petter Hegre – Ekaterina Sweet Dreams
12		Petter Hegre – Ekaterina Sweet Dreams
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<b>Date of Recordation</b>	<b>Volume</b>	<b>Page</b>	<b>Description</b>
September 8, 2006	3542	142	Certificate of Recordation of Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright Registrations.
<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>	
VAU 517-394		Joy Behrman Spring 2001	

1			Collection
2	VAU 517-394		Joy Behrman Spring 2001
3			Collection
4	VAU 517-394		Joy Behrman Spring 2001
5			Collection
6	VAU 517-395		Kerri Kendall Spring 2001
7			Collection
8	VAU 517-395		Kerri Kendall Spring 2001
9			Collection
10	Pending		Tricia Wilds
11	Pending		Tricia Wilds
12	Pending		Tricia Wilds
13	Pending		Erica Campbell
14	Pending		Erica Campbell
15	Pending		Jana Cova
16	Pending		Jana Cova
17	Pending		Jana Cova
18	Pending		Sydney Moon
19	<b>Date of</b>	<b>Volume</b>	<b>Page</b>
20	<b>Recordation</b>		<b>Description</b>
21	January 3, 2007	3546	830
22			Certificate of Recordation of
23			Agreement for Assignment of
24			Rights to Perfect 10, Inc. for
25			the following Copyright
26			Registrations.
27	<b>Copyright</b>	<b>Photo Number on</b>	<b><u>Title of Work</u></b>
28	<b>Registration No.</b>	<b>Continuation Sheet</b>	
	VA 1-397-067		Petter Hegre – Gislane White
			Mini Skirt

1	VA 1-397-051		Petter Hegre – Gislane Office Desk
2			
3	VA 1-397-060		Petter Hegre – Gislane Greenery
4			
5	VA 1-397-064		Petter Hegre – Ekaterina blond and blessed
6			
7	VA 1-397-057		Petter Hegre – Ekaterina on Display
8			
9	VA 1-397-061		Petter Hegre – Ekaterina blond beauty
10			
11	VA 1-397-049		Petter Hegre – Ekaterina bed session
12			
13	VA 1-397-058		Petter Hegre – Yulia & Polya synchronization
14			
15	VA 1-397-059		Petter Hegre – Polya & Yulia Duo
16			
17	VA 1-397-050		Petter Hegre – Polya & Yulia Forever
18			
19	VA 1-397-063		Petter Hegre – Luba green leaves
20			
21	VA 1-397-055		Petter Hegre – Luba pink dots
22			
23	VA 1-397-056		Petter Hegre – Luba on the veranda
24			
25	VA 1-397-052		Petter Hegre – Luba lounging
26			
27	VA 1-397-054		Petter Hegre – Luba golden girl
28			
	VA 1-397-053		Petter Hegre – Luba in Las Vegas
	VA 1-397-062		Petter Hegre – Luba luscious

26	<b>Date of</b>	<b>Volume</b>	<b>Page</b>	<b>Description</b>
27	<b>Recordation</b>			
28	March 22, 2007			



1	<b>Copyright</b>	<b>Photo Number on</b>	<b><u>Title of Work</u></b>
2	<b>Registration No.</b>	<b>Continuation Sheet</b>	
3			
4	VAU 687-569		Daniela Gil red skirt
5	VAU 687-569		Daniela Gil blouse & overalls
6	VAU 687-569		Daniela Gil plaid on yellow couch
7	VAU 687-569		Daniela Gil blue panties
8	Pending		Erica Campbell poolside
9	Pending		Erica Campbell pink ruffle set
10	Pending		Erica Campbell construction
11	Pending		Erica Campbell wonder woman
12	Pending		Erica Campbell white nightie
13	Pending		Jana Cova poolside
14	Pending		Jana Cova brown top black bikini
15	VAU 517-389/		Joy & Katalina white
16	VAU 517-394		bedroom
17	VAU 517-394		Joy Behrman baby blue set
18	VAU 517-394		Joy Behrman tennis
19	VAU 517-395		Kerri Kendall nude
20	VAU 517-395		Kerri Kendall mint green silk
21	VAU 514-176		Lynn Thomas orange set
22	VAU 514-176		Lynn Thomas red lingerie
23	VAU 514-176		Lynn Thomas bronze bikini
24	VAU 514-176		Lynn Thomas baby blue dress
25	Pending		Lynn Thomas pink dress
26	Pending		Sydney Moon men's closet
27	Pending		Sydney Moon mint green floral bikini
28	Pending		Sydney Moon shirt & tie
	Pending		Sydney Moon black dress

1	Pending		Sydney Moon black dress on stairs
2			
3	Pending		Sydney Moon denim dress red panty
4			
5	Pending		Sydney Moon shorts & tennies
6			
7	Pending		Sydney Moon crotchless bodysuit
8			
9	Pending		Sydney Moon purple lingerie
10	Pending		Tricia Wilds overalls in yard
11	Pending		Tricia Wilds green slip
12	Pending		Tricia Wilds leopard bra in yard
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14	Pending		Tricia Wilds santa M&B
15			
16	Pending		Zdenka Podkapova white blouse & bed
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18	Pending		Zdenka Podkapova yellow bikini
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20	Pending		Zdenka Podkapova silver on white bed
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<b>Date of Recordation</b>	<b>Volume</b>	<b>Page</b>	<b>Description</b>
April 23, 2007	3551	936	Certificate of Recordation of Agreement for Assignment of Rights to Perfect 10, Inc. for the following Copyright Registrations.

<b>Copyright Registration No.</b>	<b>Photo Number on Continuation Sheet</b>	<b><u>Title of Work</u></b>
VAU 687-569		Spring 2001 Registration
VAU 517-394		Spring 2001 Joy Behrman Registration
VAU 517-395		Spring 2001 Kerri Kendall Registration
VAU 514-176		Spring 2001 Linn Thomas Registration

31. Each of the Perfect 10 Copyrighted Images consists of material original to the author, and each is copyrightable subject matter.

32. Microsoft has displayed to the public, distributed to the public, reproduced and/or adapted Perfect 10 Copyrighted Images without the consent or authority of Perfect 10, thereby directly infringing Perfect 10's copyrights.

33. Microsoft's conduct constitutes infringement of Perfect 10's copyrights and exclusive rights under copyright in the Perfect 10 Copyrighted Images in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106 and 501.

34. Microsoft has engaged and continues to engage in the business of knowingly and systematically inducing, causing, and/or materially contributing to unauthorized copying, reproduction, adaptation, display, and/or distribution of copies of the Perfect 10 Copyrighted Works by the Stolen Content Websites and by Defendants' customers and advertisers, and thus to the direct infringement of Perfect 10's copyrights and exclusive rights under copyright in the Perfect 10 Copyrighted Works. Specifically, Microsoft has been given actual knowledge, by

1 Perfect 10, of specific infringing Perfect 10 Copyrighted Works and/or confidential  
2 perfect10.com password/username combinations available through MSN, could  
3 take simple measures to prevent further damage to the Perfect 10 Copyrighted  
4 Works, and yet nonetheless has not taken those measures and continues to provide  
5 access to such infringing works.

6 35. Microsoft's conduct constitutes contributory infringement of  
7 Perfect 10's copyrights in violation of Sections 106 and 501 of the Copyright Act,  
8 17 U.S.C. §§ 106 and 501.

9 36. Furthermore, Microsoft had and has the right and ability to stop or  
10 limit the infringing conduct of the Stolen Content Websites, but has failed and  
11 refused to exercise such supervision and/or control. As a direct and proximate  
12 result of such failure and refusal, Microsoft and its advertisers, customers, and the  
13 Stolen Content Websites have infringed Plaintiffs' copyrights in the Perfect 10  
14 Copyrighted Works, as set forth above. Microsoft has also derived a direct  
15 financial benefit from fees charged to the Stolen Content Websites and from the  
16 increased use of Microsoft's products and services and traffic to MSN resulting  
17 from the "draw" of the Stolen Content Websites.

18 37. Microsoft's conduct constitutes vicarious infringement of Perfect  
19 10's copyrights and exclusive rights under copyright in the Perfect 10 Copyrighted  
20 Works in violation of Sections 106 and 501 of the Copyright Act, 17 U.S.C. §§ 106  
21 and 501.

22 38. The infringement of Perfect 10's rights in and to each of the Perfect  
23 10 Copyrighted Images constitutes a separate and distinct act of infringement.

24 39. The acts of infringement by Microsoft have been willful,  
25 intentional, and purposeful, in reckless disregard of and with indifference to the  
26 rights of Perfect 10.

27 40. By reason of Microsoft's acts, Perfect 10 has suffered substantial  
28 damages to its business in the form of diversion of business, loss of profits, injury

1 to goodwill and reputation, dilution of the value of its rights, and damage to its  
2 website and magazine, all of which are not yet fully ascertainable. As a direct and  
3 proximate result of the infringements by Microsoft of Perfect 10's copyrights,  
4 Perfect 10 is entitled to its actual damages and Microsoft's profits pursuant to 17  
5 U.S.C. § 504(b).

6 41. Alternatively, Perfect 10 is entitled to statutory damages, pursuant  
7 to 17 U.S.C. § 504(c), with respect to each work infringed.

8 42. Microsoft's conduct is causing and, unless enjoined and restrained  
9 by this Court, will continue to cause, Perfect 10 great and irreparable injury that  
10 cannot fully be compensated in money. Perfect 10 has no adequate remedy at law.  
11 Pursuant to 17 U.S.C. § 502, Perfect 10 is entitled to injunctive relief prohibiting  
12 further infringements of Perfect 10's copyrights.

13 43. Perfect 10 is entitled to its attorneys' fees and costs pursuant to 17  
14 U.S.C. § 505.

## 16 **SECOND CLAIM FOR RELIEF**

### 17 **(Trademark Infringement -- 15 U.S.C. §§ 1114, 1125 *et seq.*)**

18 44. Perfect 10 re-avers and incorporates herein by reference each and  
19 every averment of paragraphs 1 through 28 above as though fully set forth herein.

20 45. Perfect 10 is the owner of the Perfect 10 Marks, including the  
21 registered trademark/service marks PERFECT 10, PERFECT10.COM, and P10.  
22 The United States trademark/service mark registrations for PERFECT 10,  
23 PERFECT10.COM, and P10 include Registration Nos. 2,202,643, 2,235,145,  
24 2,573,998, 2,709,583, and 3,094,437 for, among other goods and services,  
25 entertainment services in the nature of adult entertainment and beauty contests  
26 provided via a global computer network; entertainment services in the nature of  
27 beauty contests; magazines featuring adult entertainment, beauty contests, pictures  
28 of female models, interviews, fiction, and articles on human relations, sports,

1 entertainment, lifestyles, and fitness; and calendars and unmounted photographs.

2 46. The Perfect 10 Marks have been continually used by Perfect 10 and  
3 its predecessors in commerce, and are widely known throughout the United States.

4 47. Perfect 10 has spent millions of dollars advertising and promoting  
5 the Perfect 10 Marks and products and services bearing the Perfect 10 Marks, and  
6 has sold tens of millions of dollars of products and services under the Perfect 10  
7 Marks.

8 48. As a direct result of the aforementioned use, promotion, and  
9 advertisement of the Perfect 10 Marks, Perfect 10 has built up and now owns  
10 valuable goodwill symbolized by the Perfect 10 Marks.

11 49. As a direct result of the care and skill exercised by Perfect 10 over  
12 the nature and quality of goods and services sold under the Perfect 10 Marks and  
13 the extensive promotion, advertising, sale, and public acceptance thereof, the  
14 Perfect 10 Marks have become known as a symbol of the goodwill that Perfect 10  
15 has created throughout the United States and elsewhere by selling products and  
16 services of high quality and by fairly and honorably dealing with the trade and  
17 public in the sale of these products and services.

18 50. Microsoft's conduct as averred herein, including using and  
19 reproducing the Perfect 10 Marks in commerce in connection with the sale,  
20 offering for sale, and advertising of goods and services on MSN and by Stolen  
21 Content Websites, for the purpose or with the effect of directing customers who are  
22 searching for authorized Perfect 10 products and services to the Stolen Content  
23 Websites, constitutes infringement of the Perfect 10 Marks in violation of Sections  
24 32 and 43 of the Lanham Act, 15 U.S.C. §§ 1114 and 1125.

25 51. Additionally, MSN has knowingly and systematically induced the  
26 Stolen Content Websites to infringe the Perfect 10 Marks, and MSN has continued  
27 to supply Microsoft's products and services to the Stolen Content Websites with  
28 knowledge that the Stolen Content Websites are using Microsoft's products and

1 services to infringe the Perfect 10 Marks and using the Perfect 10 Marks in  
2 commerce in connection with the sale, offering for sale, distribution, and  
3 advertising of goods and services.

4 52. Microsoft's conduct constitutes contributory infringement of the  
5 Perfect 10 Marks in violation of Sections 32 and 43 of the Lanham Act, 15 U.S.C.  
6 §§ 1114 and 1125.

7 53. Furthermore, Microsoft and their advertisers and affiliated Stolen  
8 Content Websites exercise joint control over the search results and advertisements  
9 for the Stolen Content Websites that appear in MSN search results and/or the  
10 manner or order in which those search results are displayed, and in connection  
11 therewith have an apparent or actual partnership designed to direct consumers  
12 searching for goods and services associated with the Perfect 10 Marks to the Stolen  
13 Content Websites, which infringe the Perfect 10 Marks.

14 54. Microsoft's conduct constitutes vicarious infringement of the  
15 Perfect 10 Marks in violation of Sections 32 and 43 of the Lanham Act, 15 U.S.C.  
16 §§ 1114 and 1125.

17 55. The conduct of Microsoft is willful and deliberate.

18 56. Perfect 10 is entitled to recover all damages sustained as a result of  
19 Microsoft's unlawful conduct, including (1) Microsoft's profits, (2) Perfect 10's  
20 damages, (3) treble those amounts, (4) costs of suit, and (5) reasonable attorneys'  
21 fees.

22 57. Microsoft's conduct is causing and, unless enjoined and restrained  
23 by this Court, will continue to cause, Perfect 10 great and irreparable injury that  
24 cannot fully be compensated in money. Perfect 10 has no adequate remedy at law.  
25 Perfect 10 is entitled to injunctive relief prohibiting further infringements of the  
26 Perfect 10 Marks.

### THIRD CLAIM FOR RELIEF

(Misappropriation of Trade Secrets, Cal. Civ. Code §3426 *et seq.*)

58. Perfect 10 realleges and incorporates herein by reference each and every averment contained in paragraphs 1 through 28.

59. The confidential password/username combinations that Perfect 10 has issued to members of its website, perfect10.com, are the basis for Perfect 10's entire website business, constitute trade secrets, and are items of independent economic value which value derives from not being generally known to the public and because the information has been the subject of reasonable efforts by Perfect 10 to maintain its secrecy.

60. Microsoft misappropriated Perfect 10's confidential password/username combinations as a consequence of copying such information from the Stolen Content Websites and then re-publishing such information on MSN.

61. Microsoft knew or had reason to know before the use or disclosure of Perfect 10's trade secrets that the Stolen Content Websites had acquired the information through improper means, as it was so advised by Perfect 10. Nevertheless, Microsoft continued to republish such trade secret information on MSN, as well as link to the Stolen Content Websites from which such information was copied, despite having no authorization to do so from Perfect 10.

62. Perfect 10 has suffered damages as a result of Microsoft's actions in an amount to be determined at trial. Perfect 10 will suffer damages if Microsoft is not enjoined as stated herein and because Perfect 10's remedy at law is inadequate, seeks injunctive relief to recover and protect its information, its goodwill and other legitimate business interests. The acts of Microsoft have been willful, intentional, and purposeful, in reckless disregard of and with indifference to the rights of Perfect 10. Perfect 10 also seeks to recover from Microsoft any unjust enrichment, gains, profits and advantages it may have obtained as a result of the acts described



1 herein in an amount to be determined and an award of treble damages and  
2 attorney's fees pursuant to California Civil Code § 3426.3(c) and § 3426.4.

3  
4 **FOURTH CLAIM FOR RELIEF**

5 **(Violations of the Computer Fraud and Abuse Act; Electronic**  
6 **Communications Privacy Act; and California Comprehensive Computer Data**  
7 **Access and Fraud Act**

8 63. Perfect 10 realleges and incorporates herein by reference each and  
9 every averment contained in paragraphs 1 through 28 and 58-62.

10 64. Microsoft's disclosure without authorization of password/username  
11 combinations used to access Perfect 10's website by persons who are not  
12 authorized to do so constitutes violations of, and/or aiding and abetting violations  
13 of, the following statutes:

14 a. The Computer Fraud and Abuse Act, 18 U.S.C. §1030(a). Perfect 10  
15 has been irreparably damaged as a result of Microsoft's acts, and is entitled  
16 to damages, injunctive relief, and other equitable relief, as provided by 18  
17 U.S.C. §1030(g).

18 b. Title II of the Electronic Communications Privacy Act, 18 U.S.C.  
19 §2701 et seq. Perfect 10 has been irreparably damaged as a result of  
20 Microsoft's acts, and is entitled to damages, profits of the violator,  
21 injunctive relief, other equitable relief, punitive damages, and attorneys fees,  
22 as provided by 18 U.S.C. §2707.

23 c. California Comprehensive Computer Data Access and Fraud Act,  
24 Penal Code §502(c). Perfect 10 has been irreparably damaged as a result of  
25 Microsoft's acts, and is entitled to damages, punitive damages, injunctive  
26 relief, other equitable relief, and attorneys fees, as provided by California  
27 Penal Code §502(e).

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1 §3426.3(c).

2 7. For a reasonable royalty under Civil Code Section §3426.3(b),  
3 if neither damages nor unjust enrichment caused by misappropriation are provable.

4 8. For attorneys' fees and costs.

5 9. For such other and further relief as this Court deems just and  
6 appropriate.

7  
8 Dated: August 8, 2007

JEFFREY N. MAUSNER  
MAUSNER IP LAW

DANIEL J. COOPER  
PERFECT 10, INC.

12 By: Jeffrey N. Mausner  
13 Jeffrey N. Mausner  
14 Attorneys for Plaintiff Perfect 10, Inc.

15  
16  
17 **DEMAND FOR JURY TRIAL**

18 Perfect 10 hereby demands a jury trial pursuant to Rule 38(b) of the Federal  
19 Rules of Civil Procedure.

20  
21 Dated: August 8, 2007

JEFFREY N. MAUSNER  
MAUSNER IP LAW

DANIEL J. COOPER  
PERFECT 10, INC.

25 By: Jeffrey N. Mausner  
26 Jeffrey N. Mausner  
27 Attorneys for Plaintiff Perfect 10, Inc.  
28