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VIA E-MAIL ONLY

Curtis J. Neeley, Jr., M.F.A.
d/b/a Curtis Neeley Photography
2619 N Quality Lane, Suite 123
Fayetteville, Arkansas 72703

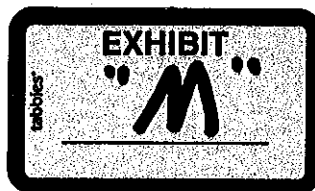
Re: NameMedia, Inc. d/b/a BuyDomains.com: <eartheye.com>

Dear Mr. Neeley:

Reference is made to your recent correspondence to the executives of the wholly-owned BuyDomains.com subsidiary of NameMedia, Inc. ("NameMedia") concerning the <eartheye.com> domain name registration. NameMedia and its subsidiaries register and offer for sale domain names that have expired and/or have become available to the public and they do so in good faith. NameMedia's policy is to register and maintain only domain names that incorporate common acronyms, words, or phrases and/or descriptive terms for which the available evidence suggests no single party has exclusive rights.

Searches of the trademark databases maintained by the United States Patent and Trademark Office (the "USPTO"), the World Intellectual Property Organization (the "WIPO") and the Office for Harmonization in the Internal Market (the "OHIM") reveal neither your currently registered nor present application for an "earth eye" or "eartheye" trademark. Tribunals at the WIPO and the National Arbitration Forum (the "NAF") have routinely recognized the principle that the Rules under a Uniform Domain-Name Dispute-Resolution Policy ("UDRP") proceeding require that a domain name be identical or confusingly similar to a trademark in which a party has rights.

By contrast, in order for a party to bring a claim under the Anticybersquatting Consumer Protection Act (the "ACPA"), the party must not only own a trademark, but that mark must be either distinctive or famous. If you have evidence to suggest that you registered, or applied for



an “earth eye” or “eartheye” trademark prior to NameMedia’s registration of the subject domain name, or if you have evidence of your trademark’s fame or distinctiveness, we will certainly consider such evidence. Without such evidence, however, a court will likely find that on July 2, 2003—more than five and half (5.5) years ago—NameMedia acquired the subject domain name in good faith and without notice of any competing claims when the previous registration lapsed.

Thus any assertion of bad faith at the time of NameMedia’s registration of the domain would likely fail because there is no evidence that your company is either well-known in NameMedia’s jurisdiction; well-known in a field in which NameMedia operates; or that the similarity between the <eartheye.com> domain name and your company name was deliberately created by NameMedia. Accordingly, it appears that there is no legal reason why NameMedia should not maintain its <eartheye.com> domain name registration should it choose to do so.

This letter is sent solely in the interest of promoting an amicable settlement of these matters and nothing contained herein should be construed or understood as an admission or waiver of any kind. NameMedia reserves all legal, equitable and administrative rights, remedies and defenses available and this letter is sent without waiver of any claims or counterclaims—including, but not limited to, defamation and tortious interference with business contracts—NameMedia has against you or any entities associated therewith. I remain at your disposal should you have any questions or additional legal concerns.

Sincerely,

A handwritten signature in black ink, appearing to be "Erik S. Zilinek", written in a cursive, stylized script.

Erik S. Zilinek