

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

LIL' JOE RECORDS, INC.,

Plaintiff,

v.

MARK ROSS, CHRISTOPHER WONG WON,  
JR., RODERICK WONG WON, LETERIUS  
RAY, ANISSA WONG WON and LUTHER  
CAMPBELL,

Defendants.

Case No.: 1:21-CV-23727-DPG

MARK ROSS, CHRISTOPHER WONG WON,  
JR., RODERICK WONG WON, LETERIUS  
RAY, ANISSA WONG WON and LUTHER  
CAMPBELL,

Counterclaimant,

v.

LIL' JOE RECORDS, INC.,

Counterdefendants

**ANSWER AND COUNTERCLAIM**

**Jury Trial Demanded**

Defendants and Counterclaimants, by and through their undersigned attorneys, hereby answers the allegations made in Plaintiff's Complaint, deny all allegations unless expressly admitted, and seek relief on their counterclaims, as follows:

**JURISDICTION AND VENUE**

1. Paragraph 1 of the Complaint consists of legal conclusion and does not require a response.
2. Paragraph 2 of the Complaint consists of legal conclusions and does not require a response.

**PARTIES**

3. Defendants are without sufficient knowledge to admit or deny the allegations this paragraph of the Complaint, and on that basis denies them.
4. Defendants are without sufficient knowledge to admit or deny the allegations this paragraph of the Complaint, and on that basis denies them.
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9. Defendants are without sufficient knowledge to admit or deny the allegations this paragraph of the Complaint, and on that basis denies them.

**ALLEGATIONS COMMON TO ALL CLAIMS**

10. Defendants admit the existence of the rap group.
11. Defendants admit that Christopher Wong Won is deceased and the existence of his heirs but is without basis to admit or deny the remaining allegations of this paragraph and on that basis denies them.
12. Defendants are without sufficient knowledge to admit or deny the allegations this paragraph of the Complaint, and on that basis denies them.

13. Defendants are without sufficient knowledge to admit or deny the allegations this paragraph of the Complaint, and on that basis denies them.

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113. Defendants are without sufficient knowledge to admit or deny the allegations this paragraph of the Complaint, and on that basis denies them.

114. Defendant is without sufficient knowledge to admit or deny whether Exhibit A to the Complaint is what Plaintiff claims it to be. Defendant is further without sufficient knowledge to admit or deny the remaining allegations of Paragraph 114 of the Complaint, and on that basis denies them.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**

**(Fair Use)**

115. Plaintiff is barred from recovery in whole or in part because Defendants' use constitutes authorized fair use.

**SECOND AFFIRMATIVE DEFENSE**

**(Unclean Hands)**

116. The Plaintiff is barred from recovery by virtue of its inequitable conduct and/or unclean hands.

**THIRD AFFIRMATIVE DEFENSE**

**(Failure to Mitigate)**

117. Plaintiff is barred from recovery against Defendant because, among other reasons, it had a duty to exercise reasonable efforts to mitigate damages, if any, caused by the acts of Defendant.

**FOURTH AFFIRMATIVE DEFENSE**

**(Acts and Omissions)**

118. Plaintiff's right to seek any relief in its Complaint is barred in whole or in part by virtue of the acts and omissions of Plaintiff, its agents, servants, employees, attorneys, and others within Plaintiff's control.

**FIFTH AFFIRMATIVE DEFENSE**

**(Failure to State a Claim)**

119. The Complaint, and each and every purported cause of action therein, fails to allege facts sufficient to state a claim upon which relief can be granted.

**SIXTH AFFIRMATIVE DEFENSE**

**(Laches and Statute of Limitations)**

120. The Complaint, and each and every purported cause of action therein, is barred by the doctrine of laches and/or by the applicable statute of limitations.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Lack of Injury or Damages)**

121. Plaintiff has suffered no injury or damages as a result of any of the alleged acts or omissions of Defendant.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Invalidity of Registration)**

122. Plaintiff's purported copyright and trademark registrations are invalid and incapable of supporting an action for the relief Plaintiff seeks.

**NINTH AFFIRMATIVE DEFENSE**

**(Lack of Originality)**

123. Plaintiff's work does not satisfy the originality requirement necessary to grant it protection under the Copyright Act.

**TENTH AFFIRMATIVE DEFENSE**

**(No Irreparable Harm)**

124. Plaintiff has not suffered any irreparable harm and injunctive relief is unwarranted.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Waiver)**

125. Plaintiff claims are barred in whole or in part because of waiver.

**TWELFTH AFFIRMATIVE DEFENSE**

**(Estoppel)**

126. Plaintiff's claims are barred in whole or in part by the doctrine of estoppel.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Lack of ownership)**

127. Plaintiff's claims are barred in whole or in part because, on information and belief, Plaintiff is not the rightful owner of the trademarks and/or copyrights alleged in the Complaint to be owned by Plaintiff. has not suffered any irreparable harm and injunctive relief is unwarranted.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Fraud and/or Defects in the Chain of Title)**

128. Plaintiff's claims are barred in whole or in part because of, upon information and belief, fraud and/or other defect(s) in the purported assignment of the copyright and/or trademark

registrations alleged in the Complaint. has not suffered any irreparable harm and injunctive relief is unwarranted.

**FIFTEENTH AFFIRMATIVE DEFENSE**

**(Preemption)**

129. Plaintiff's claims are barred in whole or in part because of preemption

**SIXTEENTH AFFIRMATIVE DEFENSE**

**(First Amendment)**

130. Plaintiff's claims are barred in whole or in part because of the First Amendment to the Constitution.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

**(Setoff)**

131. Plaintiff's damages, which are disputed, but to the extent they exist they are barred or reduced by setoff.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

**(Registrations Invalid)**

132. Plaintiff's claims fail because its trademark and/or copyright registrations are invalid.

**NINETEENTH AFFIRMATIVE DEFENSE**

**(Nominal use)**

133. Plaintiff's claims fail because to the extent there was trademark use as alleged in the Complaint, which is disputed, the only trademark use was nominal in nature and/or protected by the First Amendment.

**TWENTIETH AFFIRMATIVE DEFENSE**

**(Superior Rights or Excuse)**

133. Plaintiff's claims fail because Defendants have superior rights in regard to the intellectual property at issue or its use of same, which is disputed, was excused.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

**(Right to Assert Additional Affirmative Defenses)**

134. Counterclaimant presently has insufficient knowledge or information on which to form a belief as to whether additional, as yet unstated affirmative defenses are available. Counterclaimant reserves the right to assert additional affirmative defenses in the event that discovery reveals that so doing would be appropriate.

**WHEREFORE**, Defendants pray as follows:

- a) That Plaintiff takes nothing by its Complaint;
- b) That Plaintiff's claims be dismissed with prejudice and that judgment be awarded in favor of Defendant;
- c) That Defendant be awarded its reasonable attorney's fees herein;
- d) That Defendant be awarded its costs of suit herein; and
- e) That Defendant be awarded such other and further relief as the Court deems just and proper;
- f) That Plaintiff be declared to have not violated any rights of Defendants and to have its rights clarified as set forth herein; and
- g.) For trial by jury on the claims at issue herein.

**COUNTERCLAIM FOR DECLARATORY JUDGMENT AND RELIEF AND RELATED CLAIMS**

Counterclaimants, by and through their undersigned attorneys, hereby prays to this Honorable Court for relief as follows:

**JURISDICTION AND VENUE**

- 1. This action arises under the Copyright Act of 1976, 17 U.S.C. § 101 *et seq.*
- 2. This action further arises under the Declaratory Judgment Act, 28 U.S.C. § 2201(a).

3. This Court has federal question jurisdiction under 28 U.S.C. § 1331 and 1338 (a) and (b). This Court has supplemental jurisdiction over Counterclaimant's state law claims under 28 U.S.C. § 1367.

4. Venue in this judicial district is proper under 28 U.S.C. § 1391(c) and 1400(a).

5. This Court is empowered to issue a declaratory judgment and further necessary or proper relief pursuant to 28 U.S.C. §§2201 and 2202.

### **PARTIES**

6. Counterclaimants are individual domiciled and residing in this District.

7. Counterclaimant is informed and believes and thereon alleges that Lil' Joe Records, Inc. is a corporation organized and existing under the laws of the state of Florida.

8. Counterclaimant is informed and believes and thereon alleges that at all times relevant hereto, each of the Counterdefendants was the agent, affiliate, officer, director, manager, principal, alter-ego, and/or employee of the remaining Counterdefendants and was at all times acting within the scope of such agency, affiliation, alter-ego relationship and/or employment; and actively participated in or subsequently ratified and adopted, or both, each of the acts or conduct alleged, with full knowledge of all the facts and circumstances, including, but not limited to, full knowledge of each violation of Counterclaimant's rights and the damages to Counterclaimant caused thereby.

### **CONDUCT COMMON TO ALL COUNTERCLAIMS**

9. This is an action for declaratory relief brought by Counterclaimants to confirm and enforce their validly-exercised right of termination under § 203 of the Copyright Act of 1976, with regard to a certain assignments, to Counterdefendants, of the copyrights related to the works identified in **Exhibit A** hereto (the "Works").

10. The Works were co-authored by Counterclaimants and their predecessors while they were the founding members of the successful musical group 2 Live Crew.

11. Section 203 provides that authors may terminate grants of copyright ownership thirty-five (35) years after an assignment, computed from the date of the assignment.

12. On November 4, 2021, Counterclaimants validly provided notice of their termination of the copyrights related to the Works (“Notice”), with said terminations effective on dates that have not yet occurred. A true and correct copy of the Notice is attached hereto as **Exhibit A**.

13. Counterclaimants were within their rights to serve the Notice because they were authors of the Works or heirs of said authors.

14. After months of silence, Counterdefendants filed this action, challenging and placing in controversy the Notice and termination.

15. Counterclaimants, and their predecessors, were never employees of Counterdefendant.

16. The transfers at issue may be terminated notwithstanding any agreement to the contrary, or any state court judgment or subsequent court order relating to the copyright in the Works. Section 203(a)(5) of the Copyright Act, which provides that no author shall be deprived of his or her termination right, and states, explicitly: “Termination of the grant may be effected notwithstanding any agreement to the contrary.” Any claim that a state law or court order would vitiate this right would be a violation of the Supremacy Clause of the United States Constitution.

17. Prior to the date of the Notice, Counterclaimants had not, and could not have, transferred or waived their termination rights.

### **FIRST CLAIM FOR RELIEF**

*(Declaratory Relief and Judgment – As to All Counterdefendants)*

18. Counterclaimant hereby repeats and incorporates by reference the allegations contained in the previous paragraphs of its Counterclaim as though fully set forth herein.

19. Counterclaimant alleges that an actual controversy has arisen by the filing of this lawsuit and now exists concerning whether Counterclaimant has terminated the copyright transfers at issue.

20. Counterclaimant has provided notice under Section 203 and Counterdefendant has denied such transfer.

21. Per the above, Counterclaimants will become owners of the copyrights related to the Works on the dates set forth in the Notice.

22. Pursuant to 28 U.S.C. §§ 2201 & 2202, a case of actual controversy within the jurisdiction of this court has arisen and now exists between Plaintiff on the one hand, and Defendants, on the other hand, concerning their respective rights and duties as to the Works, with Plaintiff contending that Defendants own no relevant rights, lacked the ability to terminate the relevant transfers, and failed to terminate the relevant transfers; and with Defendants contending that they owned the relevant rights, had the ability to terminate the relevant transfers, and have effectively served notices of termination.

23. Counterclaimants seek a declaration that they own relevant rights, had the ability to terminate the relevant transfers, and have effectively served notices of termination.

24. Counterclaimant seek damages as set forth herein.

#### **PRAYER FOR RELIEF**

Wherefore, Counterclaimant prays for judgment as follows:

- A. For a declaratory judgment pursuant to § 203 of the Copyright Act, that: (a) Counterclaimants Notice of Termination served in November of 2020, and attached as **Exhibit A** hereto, was and is valid and in conformity with the statute and with its attendant regulations; (b) on account of that Notice, Counterclaimants have validly terminated the assignments referenced in the Notice, effective as of the dates referenced therein; (c) the assignments referenced in the Notice are fully subject to termination; (d) accordingly, Counterclaimants are and/or will be the owners, as of the dates set forth in the Notice, of their transferred ownership of all right, title, and interest in and to the United States copyright for the Works, and each of them, including the so-called “writer’s share” of United States public performance monies collected by performing rights organizations,



including BMI and ASCAP; and (e) Plaintiff shall not exploit or attempt to exploit any such interests described herein as of the dates of termination referenced in the Notice.

- B. To the extent that defendants, or any of them, collect (or have collected) any income or revenue that belongs to Counterclaimants (as described in the preceding paragraph), that is, prior to the filing of this action or during the pendency of this action, for an accounting of such monies, and payment of those monies over to Defendants, at the time of trial or at such time as judgment is entered in this matter.
- C. For a declaration that any activities of Plaintiffs, or their attorneys, in asserting, maintaining, or enforcing Plaintiffs' rights under § 203 of the Copyright Act (including the filing of this suit and any related pre-litigation activity, such as the service of the Notice) are fully protected under the Noerr-Pennington Doctrine, and any other privileges (whether existing under federal law or state law) that may apply.
- D. For a preliminary and permanent injunction enjoining and restraining defendants, and their respective agents, servants, directors, officers, principals, employees, representatives, subsidiaries and affiliated companies, successors, assigns, and those acting in concert with them or at their direction, and each of them, from continued denial and disregard of the Notice served by Plaintiffs, to the extent that defendants base said grounds on the legal and factual issues that are adjudicated in this suit;
- E. Injunctive relief restraining Counterdefendants, their agents, servants, employees, successors, and assigns, and all others in concert and privity with them, from bringing any lawsuit or threat against Counterclaimant for copyright infringement in connection with the Works, including but not limited to its publication, distribution, performance, display, licensing, or the ability to host it online or link to it from any website.
- F. Damages according to proof.
- G. Attorneys' fees pursuant to 17 U.S.C. § 101, *et seq.*, other portions of the Copyright Act including 17 U.S.C. § 505, as allowed by law.
- H. Counterclaimant's costs and disbursements.

I. And other relief as the Court shall find just and proper.

Counterclaimant hereby requests a jury trial for all issues so triable pursuant to Fed. R. Civ. P. 38 and the 7th Amendment to the United States Constitution.

Respectfully submitted,

Dated: February 18, 2022

By: /s/ Joel Rothman  
Joel Rothman, Esq.  
SRIP Law, P.A.  
Attorneys for Defendants and  
Counterclaimants

By: /s/ Scott Alan Burroughs  
Scott Alan Burroughs, Esq.  
[*pro hac vice* application to be  
submitted]  
DONIGER / BURROUGHS  
Attorneys for Defendants and  
Counterclaimants

Attorneys admitted in  
California, New York,  
Texas, Pennsylvania, and  
Maine

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Venice, California 90291

Doniger / Burroughs NY  
231 Norman Avenue, Suite 413  
Brooklyn, New York 11222

November 4, 2020

**DELIVERED VIA FIRST-CLASS MAIL (RETURN RECEIPT REQUESTED AND ELECTRONIC MAIL WHERE INDICATED)**

<p>BMG Right Management US, LLC Music of Evergreen Music of Ever Hip Hop Evergreen Copyright Acquisition, LLC Evergreen Talented Songwriters, LLC Evergreen GF Country Music, LLC Evergreen Pop and Alternative, LLC Evergreen Hip Hop, LLC (formerly Evergreen Hammer, LLC) One Park Avenue, 18<sup>th</sup> Floor New York, NY 10016 towens@evergreencopyrights.com jan.simeon@bmgchrysalis.com</p>	<p>Lil' Joe Records, Inc. Lil' Joe Wein Music, Inc. Joseph Weinberger Lil' Joe Records XR-100 Lil' Joe Records XR-101 Lil' Joe Records XR 107 6157 NW 167th Street Suite F-17 Hialeah, FL 33015-4356 ljrwrred@aol.com</p>	<p>Warner Music Group / Atlantic Records 1633 Broadway New York, NY 10019</p>
<p>Luke Records Luke Skywalker Records, Inc. Luke Records XR-102 Skywalker Records XR-107 Pac-Jam Publishing, Inc. 3436 NW 7th Avenue Miami, FL 33127 LutheriaC@lukerecord.com</p>	<p>Skywalker Records, Inc. Skywalker Records, Inc. 3050 Biscayne Blvd., #307 Miami, FL 33137</p>	<p>Windswept Pacific Entertainment Company Full Keel Music Company Longitude Music Company 347 W 36th St., #1203 New York, NY 10018</p>
<p>Batavia Music / Sydy Music 611 6<sup>th</sup> Place Washington, DC 20024 averydc@netzero.com</p>	<p>Ackee Music, Inc. 1416 North La Brea Avenue Los Angeles, CA 90028</p>	<p>Chanaysja Music, Inc. PO Box 246644 Pembroke Pines, FL 33024 funkboogieexpress@yahoo.com</p>
<p>Jay-Boy Music Corp. 275 North Middletown Road, Suite 1A Pearl River, NY 10965 copyright@kassner-music.co.uk</p>	<p>Fujipacific Music (USA), Inc. (Dissolved 2009)</p>	

<b>Our Clients:</b>	<b>Mark Ross; Luther Campbell; Estate of Chris Wong Won</b>
<b>Matter:</b>	<b>Formal Notice of Termination of Copyright Pursuant to 17 U.S.C. §203</b>
<b>Copyrighted Work Titles:</b>	<b>See below.</b>

To whom it may concern:


This firm represents Mark Ross, Luther Campbell, and the estate of musician Chris Wong Won (collectively, “Clients”). Our Clients control the majority of the rights to certain compositions and sound recordings created and published under the name *2 Live Crew*.<sup>a</sup>

We hereby provide formal notice that our Clients are terminating their copyright grants, as detailed hereinbelow, pursuant to 17 U.S.C. §203. Our investigation has revealed that the recipients of this correspondence and the parties identified herein are or were grantees and/or successors-in-title that received a transfer of copyrights related to works created and/or owned by our Clients. Section 203 allows authors and their heirs to terminate copyright transfers within a five-year window running from thirty-five to forty years after the execution of such transfers or publication of the work(s) transferred. Notably, the “[t]ermination of the grant may be effected notwithstanding any agreement to the contrary, including an agreement to make a will or to make any future grant.” 17 U.S.C. §203 (a)(5).

This letter shall serve as notice to those parties identified in **Exhibit A** that our Clients hereby terminate all copyright grants executed and/or entered into by our Clients for the works detailed in **Exhibit A**. At least one of the granting instruments (recording contract) was executed prior to authorship or publication, so the dates of publication shall serve as the effective dates for termination. Where possible, the relevant copyright registration numbers for the works at issue are listed. All titles listed are to be considered inclusive of the copyrights for the sound recording and the underlying compositions for each of the songs on the albums. The titles are also considered inclusive of both the original “explicit” versions and the “clean” versions, remixed or edited or alternate versions, and of the sound recording and composition copyright to all songs therein contained. The dates of effective termination are set forth below in **Exhibit A**.

We certify under the penalty of perjury that the parties terminating the grant(s) at issue control the majority of the works at issue. They comprise the artists that created the works at issue and, pursuant to 17 U.S.C. § 203(a)(2)(B), the heirs to the estate of artist Chris Wong Won. All ownership interests will revert to the original authors or the estate thereof. All rights in the underlying compositions and sound recordings will revert to the authors or the estate thereof. Please return an executed confirmation of this termination as soon as reasonably possible. This is not a full recitation of all outstanding facts and legal issues, and nothing in this letter is meant to or should be construed to waive or limit any rights, claims, or remedies. Please do not hesitate to contact the undersigned if you have any questions regarding the foregoing.

Regards,  
DONIGER / BURROUGHS

By:   
\_\_\_\_\_  
Scott Alan Burroughs, Esq.  
For the Firm

<sup>a</sup> David Hobbs, the remaining member, does not join in this Notice of Termination.

*SAB*  
*Encl. – Exhibit A*

RECEIVED AND CONFIRMED:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**EXHIBIT A**  
**Notice of Termination of Transfer or License Under Section 203**

1. I, the undersigned, affirm this termination is made pursuant to 17 U.S.C. § 203.
2. The names and addresses of each grantee or known successor-in-title whose license or transfer is being terminated are set forth hereinbelow:

BMG Right Management US, LLC Music of Evergreen Music of Ever Hip Hop Evergreen Copyright Acquisition, LLC Evergreen Talented Songwriters, LLC Evergreen GF Country Music, LLC Evergreen Pop and Alternative, LLC Evergreen Hip Hop, LLC (formerly Evergreen Hammer, LLC) One Park Avenue, 18 <sup>th</sup> Floor New York, NY 10016	Lil' Joe Records, Inc. Lil' Joe Wein Music, Inc. Joseph Weinberger Lil' Joe Records XR-100 Lil' Joe Records XR-101 Lil' Joe Records XR 107 6157 NW 167th Street Suite F-17 Hialeah, FL 33015-4356	Warner Music Group / Atlantic Records 1633 Broadway New York, NY 10019
Luke Records Luke Skywalker Records, Inc. Luke Records XR-102 Skywalker Records XR-107 Pac-Jam Publishing, Inc. 3436 NW 7th Avenue Miami, FL 33127	Skywalker Records, Inc. Skywalker Records, Inc. 3050 Biscayne Blvd., #307 Miami, FL 33137	Windswept Pacific Entertainment Company Full Keel Music Company Longitude Music Company 347 W 36th St., #1203 New York, NY 10018
Batavia Music / Sydy Music 611 6 <sup>th</sup> Place Washington, DC 20024	Ackee Music, Inc. 1416 North La Brea Avenue Los Angeles, CA 90028	Chanaysja Music, Inc. PO Box 246644 Pembroke Pines, FL 33024
Jay-Boy Music Corp. 275 North Middletown Road, Suite 1A Pearl River, NY 10965	Fujipacific Music (USA), Inc. (Dissolved 2009)	

3. The following works are covered under the grants and agreements being terminated:

**Termination No. 1:**

<b>Title of Work and Registration Number:</b>	<b>Author(s) Who Executed the Grant Being Terminated:</b>	<b>Publication Date:</b>
THE 2 LIVE CREW IS WHAT WE ARE (Lil' Joe Records, 1987) and all compositions and sound recordings for all songs therein contained.  The songs include, but are not limited to:	Authors and/or heirs, inclusive of Mark Ross, Luther Campbell, and the estate of musician Chris Wong Won.	December 1, 1986

<p>1. 2 Live is What We Are / 2 Live Is What We Are... (Word)</p> <p>2. We Want Some Pussy</p> <p>3. Check It Out Yall (Freestyle rappin')</p> <p>4. Get It Girl</p> <p>5. Throw The 'D'</p> <p>6. Cut It Up</p> <p>7. Beat Box (Remix)</p> <p>8. Mr. Mixx On The Mix!!</p> <p>Registration No(s): PA0000384476; SR0000360735; et al.</p>		
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<b>Effective Date of Termination:</b>	<b>Description of Grant Being Terminated (Title of Agreement or Other Identifying Information) and Date of Execution of Grant Being Terminated:</b>
November 7, 2022	<p>Grant to Skyywalker Records, Inc. titled "Recording Agreement," granted January 1, 1987, undated, and executed by Clients.</p> <p>Grant to Lil' Joe Records, Inc. and those grants effectuated thereafter, including without limitation those listed in transfer document V3568D065 (from Lil' Joe Records, Inc. to Evergreen Hip Hop, LLC).</p> <p>All other grants and transfers.</p>

**Termination No. 2:**

<b>Title of Work and Registration Number:</b>	<b>Author(s) Who Executed the Grant Being Terminated:</b>	<b>Publication Date:</b>
<p>MOVE SOMETHIN' (Lil' Joe Records, 1988) and all compositions and sound recordings for all songs therein contained.</p> <p>The songs include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Introduction</li> <li>2. Drop The Bomb</li> <li>3. Move Somethin'</li> <li>4. Ghetto Bass II</li> <li>5. With Your Badself</li> <li>6. Pussy Ass Nigga</li> </ol>	<p>Authors and/or heirs, inclusive of Mark Ross, Luther Campbell, and the estate of musician Chris Wong Won.</p>	<p>March 21, 1988</p>

<p>7. H-B-C                  8. S &amp; M                  9. Do Wah Diddy                  10. Word II                  11. Feel Alright Y'all                  12. One And One                  13. Mega-Mixx II</p> <p>Registration No(s).                  SR0000359017; PA0001039535;                  SR0000305983; et al.</p>		
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<p><b>Effective Date of Termination:</b></p>	<p><b>Description of Grant Being Terminated (Title of Agreement or Other Identifying Information) and Date of Execution of Grant Being Terminated:</b></p>	
<p>March 21, 2023</p>	<p>Grant to Skywalker Records, Inc. titled "Recording Agreement," granted January 1, 1987, undated, and executed by Clients.</p> <p>Grant to Lil' Joe Records, Inc. and those grants effectuated thereafter, including without limitation those listed in transfer document V3568D065 (from Lil' Joe Records, Inc. to Evergreen Hip Hop, LLC).</p> <p>All other grants and transfers.</p>	

**Termination No. 3:**

<p><b>Title of Work and Registration Number:</b></p>	<p><b>Author(s) Who Executed the Grant Being Terminated:</b></p>	<p><b>Publication Date:</b></p>
<p>AS NASTY AS THEY WANNA BE (Lil' Joe Records, 1989) and all compositions and sound recordings for all songs therein contained, and AS CLEAN AS THEY WANNA BE</p> <p>The songs on AS NASTY AS THEY WANNA BE include but are not limited to:</p> <ol style="list-style-type: none"> <li>1. Me So Horny</li> <li>2. Put Her in the Buck</li> <li>3. Dick Almighty</li> <li>4. C'mon Babe</li> <li>5. Dirty Nursery Rhymes</li> <li>6. Break it on Down</li> <li>7. 2 Live Blues</li> <li>8. I Ain't Bullsittin'</li> </ol>	<p>Authors and/or heirs, inclusive of Mark Ross, Luther Campbell, and the estate of musician Chris Wong Won.</p>	<p>May 1, 1989</p>



<p>9. Get Loose Now            10. The Fuck Shop            11. If You Believe in Having Sex            12. My Seven Bizzos            13. Get the Fuck out of My House            14. Reggae Joint            15. Fraternity Record            16. Bad Ass Bitch            17. Mega Mixx III</p> <p>The songs on AS CLEAN AS THEY WANNA BE include but are not limited to:</p> <p>1. The Funk Shop            2. C'mon Babe            3. Get Loose Now            4. Coolin'            5. You Got Larceny            6. Me So Horny            7. Pretty Woman            8. My Seven Bizzos            9. City of Boom            10. Mega Mix III            11. Break It on Down</p> <p>Registration No(s):            SR0000353540; PA0000443528;            PA0000538346; PA0000443535;            PA0000443526; PA0000443527;            PA0000443534; PA0000443530;            PA0000443532; PA0000443529;            PA0000443531; PA0000443525;            PA0000443533; SR0000327784            (Clean); et al.</p>		
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<b>Effective Date of Termination:</b>	<b>Description of Grant Being Terminated (Title of Agreement or Other Identifying Information) and Date of Execution of Grant Being Terminated:</b>
<p>May 1, 2024</p>	<p>Grant to Skywalker Records, Inc. titled "Recording Agreement," granted January 1, 1987, undated, and executed by Clients.</p> <p>Grant to Lil' Joe Records, Inc. and those grants effectuated thereafter, including without limitation those listed in transfer document V3568D065 (from Lil' Joe Records, Inc. to Evergreen Hip Hop, LLC).</p> <p>All other grants and transfers.</p>

**Signatures in agreement to and confirmation of the foregoing termination:**

<p>By: _____  <b>Mark Ross</b>                  Address: _____                  _____  <b>Relationship to Author: Self</b>  <b>Signature Date:</b> _____</p>	<p>By: _____  <b>Estate of Christopher Wong Won</b>  <b>Name: Roderick Wong Won</b>  <b>Agent and heir, acting on behalf of Author Christopher Wong Won</b>                  Address: _____  <b>Signature Date:</b> _____</p>	<p>By: _____  <b>Luther Campbell</b>                  Address: _____                  _____  <b>Relationship to Author: Self</b>  <b>Signature Date:</b> _____</p>
<p>By: _____  <b>Estate of Christopher Wong Won</b>  <b>Name: Christopher Wong Won, Jr.</b>  <b>Agent and heir, acting on behalf of Author Christopher Wong Won</b>                  Address: _____                  _____  <b>Signature Date:</b> _____</p>	<p>By: _____  <b>Estate of Christopher Wong Won</b>  <b>Name: Leterius Ray</b>  <b>Agent and heir, acting on behalf of Author Christopher Wong Won</b>                  Address: _____                  _____  <b>Signature Date:</b> _____</p>	<p>By: _____  <b>Estate of Christopher Wong Won</b>  <b>Name: Anissa Wong Won</b>  <b>Agent and heir, acting on behalf of Author Christopher Wong Won</b>                  Address: _____                  _____  <b>Signature Date:</b> _____</p>

**Signatures in agreement to and confirmation of the foregoing termination:**

<p>By: <u>Mark Ross</u> Address: _____ Relationship to Author: Self Signature Date: _____</p>	<p>By: <u>[Signature]</u> Estate of Christopher Wong Won Name: Roderick Wong Won Agent and heir, acting on behalf of Author Christopher Wong Won Address: <u>6884 NW 5th Ave Miami FL 33150</u> Signature Date: <u>10/19/20</u></p>	<p>By: _____ Luther Campbell Address: _____ Relationship to Author: Self Signature Date: _____</p>
<p>By: <u>[Signature]</u> Estate of Christopher Wong Won Name: Christopher Wong Won, Jr. Agent and heir, acting on behalf of Author Christopher Wong Won Address: <u>17332 SW 18th St miramar FL 33029</u> Signature Date: <u>10/19/20</u></p>	<p>By: _____ Estate of Christopher Wong Won Name: Leterius Ray Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____</p>	<p>By: <u>[Signature]</u> Estate of Christopher Wong Won Name: Anissa Wong Won Agent and heir, acting on behalf of Author Christopher Wong Won Address: <u>6884 NW 5th Ave Miami FL 33150</u> Signature Date: <u>10/19/20</u></p>

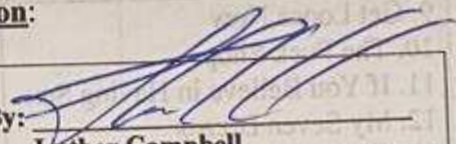
**Signatures in agreement to and confirmation of the foregoing termination:**

<p>By: _____  <b>Mark Ross</b>                  Address: _____                  _____  <b>Relationship to Author: Self</b>  <b>Signature Date:</b> _____</p>	<p>By: _____  <b>Estate of Christopher Wong                  Won</b>  <b>Name: Roderick Wong Won</b>  <b>Agent and heir, acting on behalf of                  Author Christopher Wong Won</b>                  Address: _____  <b>Signature Date:</b> _____</p>	<p>By: _____  <b>Luther Campbell</b>                  Address: _____                  _____  <b>Relationship to Author: Self</b>  <b>Signature Date:</b> _____</p>
<p>By: _____  <b>Estate of Christopher Wong                  Won</b>  <b>Name: Christopher Wong Won, Jr.</b>  <b>Agent and heir, acting on behalf of                  Author Christopher Wong Won</b>                  Address: _____                  _____  <b>Signature Date:</b> _____</p>	<p>By: <u>Leterius Ray</u>                  _____  <b>Estate of Christopher Wong                  Won</b>  <b>Name: Leterius Ray</b>  <b>Agent and heir, acting on behalf of                  Author Christopher Wong Won</b>                  Address: <u>637 Marcilene Terrace</u>  <u>Wichita, Ks, 67218</u>  <b>Signature Date:</b> <u>10/22/2020</u></p>	<p>By: _____  <b>Estate of Christopher Wong                  Won</b>  <b>Name: Anissa Wong Won</b>  <b>Agent and heir, acting on behalf of                  Author Christopher Wong Won</b>                  Address: _____                  _____  <b>Signature Date:</b> _____</p>

**Signatures in agreement to and confirmation of the foregoing termination:**

<p>By: <u>Mark Ross</u>  <b>Mark Ross</b>                  Address: <u>925 South 6St GADSDEN AL 35901</u>                  Relationship to Author: <u>Self</u>                  Signature Date: <u>Oct. 19, 2020</u></p>	<p>By: _____  <b>Estate of Christopher Wong Won</b>                  Name: <b>Roderick Wong Won</b>                  Agent and heir, acting on behalf of Author Christopher Wong Won                  Address: _____                  Signature Date: _____</p>	<p>By: _____  <b>Luther Campbell</b>                  Address: _____                  Relationship to Author: <u>Self</u>                  Signature Date: _____</p>
<p>By: _____  <b>Estate of Christopher Wong Won</b>                  Name: <b>Christopher Wong Won, Jr.</b>                  Agent and heir, acting on behalf of Author Christopher Wong Won                  Address: _____                  Signature Date: _____</p>	<p>By: _____  <b>Estate of Christopher Wong Won</b>                  Name: <b>Leterius Ray</b>                  Agent and heir, acting on behalf of Author Christopher Wong Won                  Address: _____                  Signature Date: _____</p>	<p>By: _____  <b>Estate of Christopher Wong Won</b>                  Name: <b>Anissa Wong Won</b>                  Agent and heir, acting on behalf of Author Christopher Wong Won                  Address: _____                  Signature Date: _____</p>

**Signatures in agreement to and confirmation of the foregoing termination:**

By: _____ Mark Ross Address: _____ Relationship to Author: Self Signature Date: _____	By: _____ Estate of Christopher Wong Won Name: Roderick Wong Won Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____	By:  Luther Campbell Address: 165715 NW 18 St Miramar Fla 33027 Relationship to Author: Self Signature Date: _____
By: _____ Estate of Christopher Wong Won Name: Christopher Wong Won, Jr. Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____	By: _____ Estate of Christopher Wong Won Name: Leterius Ray Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____	By: _____ Estate of Christopher Wong Won Name: Anissa Wong Won Agent and heir, acting on behalf of Author Christopher Wong Won Address: _____ Signature Date: _____

Description of Grant Being Terminated (File of Agreement or Other Identifying Information) and Date of Execution of Grant Being Terminated:	Effective Date of Termination:
Grant to Skywalker Records, Inc. dated Recording Agreement, January 1, 1987, updated and amended by _____ Grant to EMI, Inc. Records, Inc. and its successors and assigns, including without limitation EMI Music Publishing, Inc. (EMI Music) (from EMI Music Records, Inc. as assignor) dated _____ All other grants and assignments	May 1, 2024