

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

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11/10/06

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TRADEMARK PROPERTIES, INC., a
South Carolina corporation; RICHARD C.
DAVIS, an individual,

Plaintiffs,

vs.

A&E TELEVISION NETWORKS, a joint
venture of the Hearst Corporation, ABC,
Inc. and NBC Universal; DEPARTURE
FILMS, an entity of unknown origin; and
DOES 1-20, Inclusive,

Defendants.

A&E TELEVISION NETWORKS,

Counterclaim Plaintiff,

vs.

TRADEMARK PROPERTIES, INC. and
RICHARD C. DAVIS,

Counterclaim Defendants.

Civil Action No. 2:06-cv-2195-CWH

PLAINTIFFS ANSWERS TO THE
DEFENDANTS/COUNTERCLAIM
PLAINTIFF'S FIRST SET OF
INTERROGATORIES

TO: ROBERT H. JORDAN, ESQUIRE AND THE DEFENDANTS/COUNTERCLAIM
PLAINTFF

INTERROGATORIES

Exhibit A

1. Identify all persons known to Plaintiffs or their counsel who have knowledge concerning the factual allegations set forth in the Complaint and any responsive pleading to the Complaint, including the general nature of each person's knowledge.

**Richard Davis
Trademark Properties, Inc.
1175 Folly Road
Charleston, SC 29412**

Richard Davis has general knowledge concerning the allegations of the Plaintiffs Complaint and can testify concerning same.

**Ginger Alexander
Trademark Properties, Inc.
1175 Folly Road
Charleston, SC 29412**

Ginger Alexander is employed by Trademark Investments, LLC and is generally familiar with the allegations in the Plaintiffs Complaint and can testify concerning same.

**Thomas Moody
A&E Television Networks
235 East 45 Street
New York, NY 10017**

Mr. Moody is aware of the agreement reached between the Plaintiffs and the Defendant, A&E Television Networks, and should testify concerning same.

**Michael Morrison
A&E Television Networks
235 East 45 Street
New York, NY 10017**

Mr. Morrison replaced Charles Norlander and was involved with negotiations with the Plaintiffs after the agreement was made with Charles Norlander, with A&E Television Networks and should testify concerning same.

**Nancy Dubuc
A&E Television Networks
235 East 45 Street**

New York, NY 10017

Ms. Dubuc is aware of the agreement entered into between the Plaintiffs and the Defendants, A&E Television Networks, and should testify concerning same.

Max Weissman

Max Weissman Productions, Inc. d/b/a Departure Films

333 West 39 Street #1502

New York, NY 10018

Mr. Weissman was in charge of the production company, Departure Films, which was hired by A&E Television Networks relative to the production of the series known as "Flip This House". Mr. Weissman can also testify to his communications with the Plaintiff, Richard Davis, and also to the Plaintiffs' duties and responsibilities and involvement relative to the subject series.

Charles Norlander

Food Network

1180 6th Avenue

New York, NY 10036

Mr. Norlander is aware of the agreement reached between the Plaintiffs and the Defendants, A&E Television Networks, and should testify concerning same.

Thomas Whaley

St. Paul Saints Baseball Club, Inc.

1771 Energy Park Drive

St. Paul, Minnesota 55108

Mr. Whaley is an attorney that was retained by the Plaintiffs to negotiate talent fees relative to the series known as "Flip This House".

Robert W. Bass, CPA

Williamson & Associates, Inc.

500 Taylor Street, Suite 402

Columbia, SC 29201

Robert W. Bass is the Certified Public Accountant for the Plaintiffs and can testify to the Plaintiffs expenses relative to the production of the series. It is also anticipated that Robert W. Bass will be able to testify to the net proceeds and revenues generated from the subject series once information is obtained concerning same.

2. List all documents, drawings, photographs, plans, "digital video pilots," videos, DVDs and demo tapes that relate to the claims, counterclaims or defenses in this case.

All documents are being produced pursuant to the Defendants/Counterclaim Plaintiffs' First Request for Production. The Plaintiffs also have eighty-seven (87) hours of tape that was used relative to the production of the initial pilot for the series; thirteen (13) episodes; and invoices and statements concerning the Plaintiffs claim for damages.

3. Itemize all damages Plaintiffs seek to recover in this lawsuit.

The Plaintiffs seek damages for the reimbursement of the Plaintiffs expenses for travel, food, lodging and related expenses incident to the filming and production of the episodes of the series as shown on the attached Exhibit "A". In addition, the Plaintiffs seeks ½ of all net revenues and proceeds generated from the television series "Flip This House". Information concerning the net revenues and proceeds generated relative to the television series "Flip This House" is not presently in the possession of the Plaintiffs.

4. Itemize all expenses or costs Plaintiffs allege to have incurred in connection with the Series for which compensation is claimed.

An itemization of expenses are attached as Exhibit "A".

5. Identify all agents, attorneys, agencies or firms that represented or assisted Plaintiffs in connection with the matters alleged in the Complaint or counterclaims.

Brian G. Wolf, Esquire
Lavelly & Singer

Martin D. Singer, Esquire
Lavelly & Singer

Frank M. Cisa, Esquire
Cisa & Dodds, LLP

6. Regarding the allegations set forth in paragraph 46 of Plaintiffs' Complaint, describe Trademark's "unique" "means and methods of locating, acquiring, refurbishing and selling real property," including but not limited to any means, methods or associated information that Plaintiffs claim to be confidential or trade secrets.

The means and methods of locating, acquiring, refurbishing and selling real property are depicted in the episodes of the series known as "Flip This House". The Plaintiffs delivered a copy of the Plaintiffs' Private Placement Memorandum to the Defendant, A&E Television Network, which is confidential and contains trade secrets.

7. State the precise relationship between Davis and Trademark.

Richard C. Davis is the President, sole shareholder and sole member of the Board of Directors of Trademark Properties, Inc.

8. Identify any affiliates of Trademark and the relationship between Trademark and each affiliate.

Trademark Properties, Inc. affiliated companies are as follows:

- a. **Trademark Towers, LLC**
- b. **Trademark Aviation, LLC**
- c. **Trademark Investments, LLC**
- d. **Trademark Productions, LLC**
- e. **Trademark Profit Sharing I, LLC**
- f. **Trademark Profit Sharing 2, LLC**

All of the affiliated companies are single member LLCs' solely owned by Trademark Properties, Inc.

9. Identify all persons who were present at any meetings, or who were on any telephone calls, between Plaintiffs and Defendants at or during which any alleged agreements or contracts were reached or discussed relating to the Series.

The agreement was reached and discussed between Charles Norlander with A&E Television Networks and Richard C. Davis. A conference call was then held between Charles Norlander, Thomas Moody, Nancy Dubuc and Richard C. Davis at which time it was agreed that the Plaintiffs and the Defendant, A&E Television Networks would be equal 50/50 partners of Richard C. Davis's concept and treatment "Worst to First" subsequently renamed "Flip this House" and would share equally in all net revenues and proceeds

generated from the exploitation of the series. A&E Television Networks and the Plaintiffs would be reimbursed for their expenses relative to the production of the project and the net revenues and proceeds would be equally divided between the Plaintiffs and A&E. It was agreed that the Plaintiffs would be solely responsible for any and all expenses relative to the acquisition and refurbishment of any properties depicted in the series.

CISA & DODDS, LLP



Frank M. Cisa

622 Johnnie Dodds Blvd.

Mt. Pleasant, SC 29464

(843) 881-3700

Mt. Pleasant, SC

This 9th day of November, 2006

Hawthorn Suites- Departure Films

GUEST NAME	DATES	Nights (#)	RATE	TOTAL w/ Tax
Allison Howard	8/27/05-9/02/05	6	\$69.00	\$455.40
	9/02/05-9/23/05	21	\$59.00	\$1,362.90
Steve Kantor	8/28/05-9/02/05	5	\$69.00	\$379.50
Brandon Terrell	8/29/05-9/02/05	4	\$79.00	\$347.60
	9/02/05-9/09/05	7	\$69.00	\$531.30
	9/09/05-9/18/05	9	\$69.00	\$683.10
	11/06/05-11/09/05	3	\$79.00	\$260.70
	11/10/05-11/11/05	1	\$79.00	\$86.90
Ana Cordova	9/13/05-9/20/05	7	\$69.00	\$531.30
	11/03/05-11/05/05	2	\$79.00	\$173.80
	11/06/05-11/09/05	3	\$79.00	\$260.70
Jack Cahill	9/19/05-9/22/05	3	\$79.00	\$260.70
Ginger Alexander	8/27/05-9/23/05	27	\$59.00	\$1,752.30
	11/03/05-11/11/05	8	\$69.00	\$607.20
Richard Davis	8/27/05-9/23/05	27	\$59.00	\$1,752.30
	11/03/05-11/11/05	8	\$69.00	\$607.20
			TOTAL	\$10,052.90



Expenses--Production of "flip this house"

11.17.05	\$	44.67	food & beverage
9.22.04	\$	315.39	food & beverage
9.23.04	\$	86.02	food & beverage
10.18.04	\$	78.67	food & beverage
10.22.04	\$	195.09	food & beverage
11.18.05	\$	7.72	food & beverage
11.18.05	\$	46.32	food & beverage
11.20.05	\$	130.90	lodging
11.23.05	\$	58.91	food & beverage
11.24.05	\$	195.82	lodging
11.25.05	\$	34.95	food & beverage
11.25.05	\$	151.26	lodging
11.28.05	\$	37.39	food & beverage
11.29.05	\$	724.00	lodging
11.29.05	\$	427.05	lodging
11.29.05	\$	83.16	lodging
11.29.05	\$	118.97	food & beverage
12.01.05	\$	278.31	lodging
12.01.05	\$	88.11	lodging
12.03.05	\$	61.55	lodging
12.04.05	\$	61.55	lodging
12.10.05	\$	44.14	food & beverage
12.10.05	\$	66.09	food & beverage
12.12.05	\$	107.43	food & beverage
12.12.05	\$	61.55	lodging
12.12.05	\$	61.55	lodging
12.14.05	\$	139.64	lodging
12.14.05	\$	166.12	lodging
11.30.05	\$	61.55	lodging
12.16.05	\$	244.43	lodging
4.01.05	\$	107.08	food & beverage
4.03.05	\$	133.10	food & beverage
7.19.05	\$	42.66	food & beverage
8.03.08	\$	55.00	air
8.03.05	\$	55.00	air
8.03.05	\$	803.02	lodging
8.03.05	\$	25.00	air
8.03.05	\$	25.00	air
8.05.05	\$	53.84	lodging
8.15.05	\$	119.46	food & beverage
8.17.05	\$	84.41	food & beverage
8.18.05	\$	135.96	food & beverage
8.24.05	\$	279.00	food & beverage
9.07.05	\$	55.00	air
9.08.05	\$	50.00	air
9.20.05	\$	174.98	food & beverage
9.21.05	\$	33.40	food & beverage
10.08.05	\$	60.00	air
10.08.05	\$	65.00	air
10.09.05	\$	790.83	air
10.13.05	\$	401.60	lodging
10.24.05	\$	407.20	air
10.26.05	\$	774.76	air
1.18.06	\$	256.58	lodging
1.29.06	\$	562.59	air
1.29.06	\$	475.14	lodging
1.29.06	\$	6.95	air
1.31.06	\$	176.42	lodging

total \$ 10,387.29

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Plaintiffs,

VS.

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Defendants.

A&E TELEVISION NETWORKS,

Counterclaim Plaintiff,

VS.

TRADEMARK PROPERTIES, INC. and
RICHARD C. DAVIS,

Counterclaim Defendants.

Civil Action No. 2:06-cv-2195-CWH

PLAINTIFFS RESPONSES TO THE
DEFENDANTS/COUNTERCLAIM
PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION

**TO: ROBERT H. JORDAN, ESQUIRE AND THE DEFENDANTS/COUNTERCLAIM
PLAINTIFF**

DOCUMENTS REQUESTED

1. Documents sufficient to describe the corporate structure and organization of Trademark Properties.

A copy of Trademark Properties, Inc.'s bylaws will be produced for inspection and copying at a mutual agreeable time at the offices of the Plaintiffs counsel.

2. All "digital video pilots," videos, DVDs or demo tapes provided or shown to Defendants by Plaintiffs.

Only one (1) video pilot was produced, however, the Plaintiffs have in their possession approximately eighty-seven (87) hours of film that was used in producing the video pilot. It is believed that the Defendants have in their possession a copy of the video pilot. The eighty-seven (87) hours of film will be made available for inspection and copying to the Defendants.

3. All documents, materials, "digital video pilots," videos, DVDs or demo tapes submitted to or registered by Plaintiffs with the Writers Guild of America or any of its affiliates, together with any forms or correspondence exchanged between Plaintiffs and the Writers Guild.

A copy of the treatment filed with Writers Guild of America and Documentation of Registration will be made available for inspection and copying.

4. Copies of all reports, complaints, or claims filed by Plaintiffs or on their behalf in connection with this lawsuit, including, but not limited to, reports, complaints, or claims filed with any insurance company, agency or adjuster.

None other than the current Complaint.

5. Documents sufficient to show Plaintiffs' financial condition at year-end for every year from 2003 to the present, including revenues and profits or losses generated.

The year-end financial statements of the Plaintiffs for the years of 2003 to the present will be made available for inspection and copying so long as the Defendants will agree to a Confidentiality Order.

6. All documents concerning any communications between Plaintiffs and Defendants concerning the claims, counterclaims or defenses asserted in this lawsuit.

All documents concerning all communications between the Plaintiffs and the Defendants will be made available for inspection and copying.

7. All documents concerning any communications between Plaintiffs and any other person or entity concerning the claims, counterclaims or defenses asserted in this lawsuit, including but not limited to the St. Paul Saints, Tom Whaley, Creative Artists Agency (CAA), Bryan Geers and Pierre Brogan.

All documents will be made available for inspection and copying except for any documents that constitute communications between the Plaintiffs and Plaintiffs' attorneys.

8. All documents concerning communications between Plaintiffs and television networks other than A&E, including but not limited to The Learning Channel and any of its affiliates.

The Plaintiffs objects to Request for Production #8 on the grounds that the information sought is not relevant to the subject matter of the pending action nor is it reasonably calculated to lead to the discovery of admissible evidence.

9. All documents concerning Plaintiffs' claims in Paragraph 6 of the Complaint that Plaintiff Davis "is the creator and owner of the unique concept, format and treatment of a reality based television program which features Davis and certain staff members of Trademark going through the process of locating, acquiring, refurbishing and selling houses."

The Plaintiffs created the pilot for the subject series, the Plaintiff, Richard C. Davis, was listed as the creator for the subject series; the Plaintiff, Richard Davis, filed a

treatment with the Writers Guild of America and was issued a registration. The Plaintiff, Richard C. Davis, further contends that some or all the documents produced may support the Plaintiffs' claims as alleged in paragraph six (6) of the Complaint.

10. All documents concerning any television shows that have a concept or format similar to that of the Series.

The Plaintiffs object to Request for Production #10 on the grounds that the information sought is not relevant to the subject matter of the pending action nor is it reasonably calculated to lead to the discovery of admissible evidence.

11. All documents concerning Plaintiffs' claims in Paragraph 6 of the Complaint that "Flip This House" (the "Series") "is jointly owned and controlled" by Plaintiffs.

The Plaintiffs contend that all or some of the documents produced support the Plaintiffs' claims in paragraph six (6) of the Complaint.

12. All documents concerning Plaintiffs' claims in Paragraph 7 of the Complaint that, in or around May 2004, AETN "requested a meeting with Davis to discuss an agreement regarding the potential production and exploitation of a television series."

E-mails by and between Charles Norlander and Richard C. Davis which are included in the documents to be produced.

13. All documents concerning Plaintiffs' claims in Paragraph 8 of the Complaint that, in or around June 2004, "representatives of [AETN] met with Davis and expressed their interest in entering into an agreement with Plaintiffs to produce and televise a television series based on Plaintiffs' Project."

Some or all of the documents being produced by the Plaintiffs support or concern the Plaintiffs' claims in paragraph #8.

14. All documents concerning Plaintiffs' claims in Paragraph 8 of the Complaint that, in or around June 2004, "Davis made it clear to the representatives of [AETN] that he

was only willing to consider an agreement to have Plaintiffs' Project produced and televised by [AETN] provided that Plaintiffs and [AETN] would be equal 50/50 owners of the project, and would share equally in all net revenues and proceeds generated from the exploitation of the project," and that "[AETN] explicitly agreed to those terms."

The Plaintiffs do not have a written agreement concerning the specific allegations in paragraph eight (8), however, the Plaintiffs contend that some of the documents produced support the Plaintiffs' claim concerning their relationship with the Defendant A&E Television Networks.

15. All documents concerning Plaintiffs' claims in Paragraph 9 of the Complaint that, in or around June 2004, AETN "repeatedly promised to prepare and submit a written agreement to Plaintiffs embodying the terms of the parties' agreement" and that Plaintiffs "repeated[ly] demand[ed]" that AETN provide such written agreement.

The Plaintiffs repeatedly requested that a written agreement be submitted to the Plaintiffs embodying the terms of the parties' agreement as shown by some of the documents which are being produced.

16. All documents concerning Plaintiffs' claims in Paragraph 11 of the Complaint that, in or about May 2004, "Charles Nordlander of [AETN] contacted Davis and advised him that [AETN] was interested in potentially producing and televising a television series based on Plaintiffs' Project."

E-mails between Charles Norlander and Richard Davis as well as e-mails between representatives from A&E Television Networks which are being produced.

17. All documents concerning any alleged agreement or contract that was reached in or about June 2004 between Plaintiffs and Defendants, including the terms of any such alleged agreement, any alleged acceptance of such agreement by Defendants and any discussions about any alleged agreement.

The oral agreement entered into between the Plaintiffs and the Defendants was never reduced to a writing. The Plaintiffs contend that some of the documents produced herein will support the Plaintiffs claim that the Plaintiffs' entered into an agreement with the Defendant, A&E Television Network, as alleged in the Plaintiffs Complaint.

18. All documents concerning Plaintiffs' claims in Paragraph 11 of the Complaint that, in or about June 2004, Davis "made it clear" to Nordlander and Thomas Moody of AETN and Max Weissman of Departure Films "that he was only interested in considering a potential agreement regarding the production of Plaintiffs' Project provided that Plaintiffs and [AETN] be equal partners in the project, including that: (1) Plaintiffs retain an ownership interest in the project; (2) [AETN] pay for all production costs of any episodes produced based on the project; (3) Trademark Properties be responsible for locating, acquiring, refurbishing and selling all real estate featured in any episodes produced based on the Project; (4) Trademark Properties and its principals be prominently featured in the show, and no episode be produced which does not include them in a lead role; (5) Davis to have creative control over the production and receive a 'Created By' credit on any episodes produced; (6) Trademark be reimbursed for any direct expenditures regarding the development and production of any episodes produced, and (7) [AETN] and Trademark share equally on a 50/50 basis in all revenues and proceeds generated by the sale, distribution and/or exploitation of the show, including without limitation sponsorship revenues, product placement revenues, ad sales, syndication fees, and video sales."

The Plaintiffs cannot point to any one (1) document concerning the claims made in paragraph #11 of the Complaint, however, the Plaintiffs contend that some of the documents produced support the Plaintiffs allegations contained in paragraph #11. In addition, the Plaintiff, Richard C. Davis, was credited as the creator of the series on each episode, filed a treatment with the Writers Guild and was issued a registration.

19. All documents concerning AETN's alleged agreement to any of the terms contained in the preceding paragraph.

None other than referred to in the Plaintiffs answer to #18 above.

20. All documents concerning any confidential proprietary business information, procedures or trade secrets allegedly provided to Defendants.

The Plaintiffs' Private Placement Memorandum given to the Defendant A&E Television Networks.

21. All documents concerning any policies, practices or procedures implemented by Plaintiffs in order to maintain the confidentiality or trade secret status of any of its alleged proprietary business information, procedures or trade secrets.

The Plaintiffs do not believe they have any documents responsive to the Defendants/ Counterclaim Plaintiff's request #21, other than the confidential provisions of the Plaintiffs' Private Placement Memorandum. It is the Plaintiffs policy to keep all proprietary business information, procedures and trade secrets confidential.

22. All documents concerning any expenses or costs incurred by Plaintiffs in connection with the Series.

All documents will be produced for inspection and copying.

23. All documents concerning Plaintiffs' claims in Paragraph 13 of the Complaint that they "have suffered significant damages to their business reputation and operations" in connection with the claims and defenses asserted in this lawsuit.

The Plaintiff, Richard C. Davis, has received a number of e-mails that were critical of the shows produced relative to the second season. The Plaintiff will produce any of the e-mails in Plaintiffs possession.

24. All documents concerning Plaintiffs' claims in Paragraph 42 of the Complaint that "Plaintiffs have repeatedly demanded that [AETN] account for and pay over to Plaintiffs a

50% share of all net revenues and proceeds generated from the distribution, licensing and/or other exploitation of the Series.”

There are a number of e-mails between the Plaintiffs and representatives of A&E Television Networks concerning a written agreement, all of which are being produced.

25. All business plans, financial models, risk analyses, financial pro formas, financial projections, business growth projections, marketing studies, marketing plans and/or market potential projections relating to the Series.

None known as of this time.

26. All documents reflecting any executed or final agreements between Plaintiffs and The Learning Channel or any of its affiliates.

The Plaintiffs object to Request for Production #26 on the ground that the information sought is not relevant to the subject matter of the pending action nor is it reasonably calculated to lead to the discovery of admissible evidence.

27. All drafts of any agreements or contracts between Plaintiffs and Defendants.

The drafts of the Talent Fee Agreement are being produced.

28. All documents and things identified in Plaintiffs’ answers to Defendants’ First Set of Interrogatories.

The Plaintiffs will produce all documents referred to in the Plaintiffs Answers to the Defendants First Set of Interrogatories.

CISA & DODDS, LLP



Frank M. Cisa
622 Johnnie Dodds Blvd
Mt. Pleasant, SC 29464
(843) 881-3700

Mt. Pleasant, SC

This 3rd day of November, 2006.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

CHARLESTON DIVISION

TRADEMARK PROPERTIES,)
INC., a South Carolina corporation;)
RICHARD C. DAVIS, an individual)

Civil Action No.2:06-CV-2195-CWH

Plaintiffs,)

vs.)

A&E TELEVISION NETWORKS,)
a joint venture of the Hearst)
Corporation, ABC INC. and NBC)
UNIVERSAL; DEPARTURE FILMS))
an entity of unknown origin; and)
DOES 1-20, inclusive)

CERTIFICATE OF MAILING

Defendants.)

A&E TELEVISION NETWORKS,)

Counterclaim Plaintiff,)

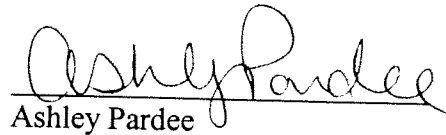
vs.)

TRADEMARK PROPERTIES, INC.)
and RICHARD C. DAVIS,)

Counterclaim Defendants.)

I, Ashley Pardee, Legal Assistant to Frank M. Cisa, hereby certify that on the 8th day of November, 2006 I mailed, postage prepaid via United States Mail, the Plaintiffs' Answers to the Defendants/Counterclaim Plaintiff's First Set of Interrogatories and the Plaintiffs' Answers to the Defendants/Counterclaim Plaintiff's First Request for Production in the above-captioned action, to:

Robert H. Jordan, Esquire
Nelson Mullins Riley & Scarborough, LLP
P.O. Box 1806
Charleston, SC 29402


Ashley Pardee

received
12/27/06

IN THE UNITED STATES DISTRICT COURT
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TRADEMARK PROPERTIES, INC., a
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THE PLAINTIFFS AMENDED ANSWERS
TO THE DEFENDANT/COUNTERCLAIM
PLAINTIFF'S FIRST SET OF
INTERROGATORIES

A&E TELEVISION NETWORKS,

Counterclaim Plaintiff,

vs.

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Counterclaim Defendants.

TO: ROBERT H. JORDAN, ESQUIRE AND THE DEFENDANTS/COUNTERCLAIM
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INTERROGATORIES

1. Identify all persons known to Plaintiffs or their counsel who have knowledge concerning the factual allegations set forth in the Complaint and any responsive pleading to the Complaint, including the general nature of each person's knowledge.

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1180 6th Avenue

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St. Paul Saints Baseball Club, Inc.

1771 Energy Park Drive

St. Paul, Minnesota 55108

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Williamson & Associates, Inc.

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Columbia, SC 29201

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5. Identify all agents, attorneys, agencies or firms that represented or assisted Plaintiffs in connection with the matters alleged in the Complaint or counterclaims.

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Martin D. Singer, Esquire
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Cisa & Dodds, LLP

Thomas Whaley, Esquire

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Bryan Geer

6. Regarding the allegations set forth in paragraph 46 of Plaintiffs' Complaint, describe Trademark's "unique" "means and methods of locating, acquiring, refurbishing and selling real property," including but not limited to any means, methods or associated information that Plaintiffs claim to be confidential or trade secrets.

The means and methods of locating, acquiring, refurbishing and selling real property are depicted in the episodes of the series known as "Flip This House". The Plaintiffs delivered a copy of the Plaintiffs' Private Placement Memorandum to the Defendant, A&E Television Network, which is confidential and contains trade secrets.

7. State the precise relationship between Davis and Trademark.

Richard C. Davis is the President, sole shareholder and sole member of the Board of Directors of Trademark Properties, Inc.

8. Identify any affiliates of Trademark and the relationship between Trademark and each affiliate.

Trademark Properties, Inc. affiliated companies are as follows:

- a. **Trademark Towers, LLC**
- b. **Trademark Aviation, LLC**
- c. **Trademark Investments, LLC**
- d. **Trademark Productions, LLC**
- e. **Trademark Profit Sharing I, LLC**
- f. **Trademark Profit Sharing 2, LLC**

All of the affiliated companies are single member LLCs' solely owned by Trademark Properties, Inc.

9. Identify all persons who were present at any meetings, or who were on any telephone calls, between Plaintiffs and Defendants at or during which any alleged agreements or contracts were reached or discussed relating to the Series.

The agreement was reached and discussed between Charles Norlander with A&E Television Networks and Richard C. Davis. A conference call was then held between Charles Norlander, Thomas Moody, Nancy Dubuc and Richard C. Davis at which time it was agreed that the Plaintiffs and the Defendant, A&E Television Networks would be equal 50/50 partners of Richard C. Davis's concept and treatment "Worst to First" subsequently renamed "Flip this House" and would share equally in all net revenues and proceeds generated from the exploitation of the series. A&E Television Networks and the Plaintiffs would be reimbursed for their expenses relative to the production of the project and the net revenues and proceeds would be equally divided between the Plaintiffs and A&E. It was agreed that the Plaintiffs would be solely responsible for any and all expenses relative to the acquisition and refurbishment of any properties depicted in the series.

CISA & DODDS, LLP



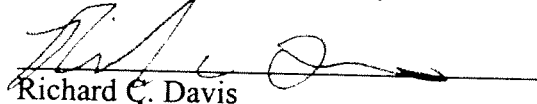
Frank M. Cisa
622 Johnnie Dodds Blvd.
Mt. Pleasant, SC 29464
(843) 881-3700

Mt. Pleasant, SC
This 21 day of December, 2006

TRADEMARK PROPERTIES, INC.

By: 
Its: President

This 22 day of December, 2006


Richard C. Davis

This 22 day of December, 2006

received

12/27/06

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Lynch

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

TRADEMARK PROPERTIES, INC., a
South Carolina corporation; RICHARD C.
DAVIS, an individual,

Plaintiffs,

vs.

A&E TELEVISION NETWORKS, a joint
venture of the Hearst Corporation, ABC,
Inc. and NBC Universal; DEPARTURE
FILMS, an entity of unknown origin; and
DOES 1-20, Inclusive,

Defendants.

A&E TELEVISION NETWORKS,

Counterclaim Plaintiff,

vs.

TRADEMARK PROPERTIES, INC. and
RICHARD C. DAVIS,

Counterclaim Defendants.

Civil Action No. 2:06-cv-2195-CWH

PLAINTIFFS AMENDED RESPONSES TO
THE DEFENDANTS/COUNTERCLAIM
PLAINTIFF'S FIRST REQUEST FOR
PRODUCTION

**TO: ROBERT H. JORDAN, ESQUIRE AND THE DEFENDANTS/COUNTERCLAIM
PLAINTIFF**

DOCUMENTS REQUESTED

1. Documents sufficient to describe the corporate structure and organization of Trademark Properties.

A copy of Trademark Properties, Inc.'s bylaws will be produced for inspection and copying at a mutual agreeable time at the offices of the Plaintiffs counsel.

2. All "digital video pilots," videos, DVDs or demo tapes provided or shown to Defendants by Plaintiffs.

Only one (1) video pilot was produced, however, the Plaintiffs have in their possession approximately eighty-seven (87) hours of film that was used in producing the video pilot. It is believed that the Defendants have in their possession a copy of the video pilot. The eighty-seven (87) hours of film will be made available for inspection and copying to the Defendants. The video pilot and demo tape are one and the same.

3. All documents, materials, "digital video pilots," videos, DVDs or demo tapes submitted to or registered by Plaintiffs with the Writers Guild of America or any of its affiliates, together with any forms or correspondence exchanged between Plaintiffs and the Writers Guild.

A copy of the treatment filed with Writers Guild of America and Documentation of Registration will be made available for inspection and copying.

4. Copies of all reports, complaints, or claims filed by Plaintiffs or on their behalf in connection with this lawsuit, including, but not limited to, reports, complaints, or claims filed with any insurance company, agency or adjuster.

None other than the current Complaint.

5. Documents sufficient to show Plaintiffs' financial condition at year-end for every year from 2003 to the present, including revenues and profits or losses generated.

The year-end financial statements of the Plaintiffs for the years of 2003 to the present will be made available for inspection and copying so long as the Defendants will agree to a Confidentiality Order.

6. All documents concerning any communications between Plaintiffs and Defendants concerning the claims, counterclaims or defenses asserted in this lawsuit.

All documents concerning all communications between the Plaintiffs and the Defendants will be made available for inspection and copying.

7. All documents concerning any communications between Plaintiffs and any other person or entity concerning the claims, counterclaims or defenses asserted in this lawsuit, including but not limited to the St. Paul Saints, Tom Whaley, Creative Artists Agency (CAA), Bryan Geers and Pierre Brogan.

All documents will be made available for inspection and copying except for any documents that constitute communications between the Plaintiffs and Plaintiffs' attorneys.

8. All documents concerning communications between Plaintiffs and television networks other than A&E, including but not limited to The Learning Channel and any of its affiliates.

The Plaintiffs objects to Request for Production #8 on the grounds that the information sought is not relevant to the subject matter of the pending action nor is it reasonably calculated to lead to the discovery of admissible evidence.

9. All documents concerning Plaintiffs' claims in Paragraph 6 of the Complaint that Plaintiff Davis "is the creator and owner of the unique concept, format and treatment of a reality based television program which features Davis and certain staff members of Trademark going through the process of locating, acquiring, refurbishing and selling houses."

The Plaintiffs created the pilot for the subject series, the Plaintiff, Richard C. Davis, was listed as the creator for the subject series; the Plaintiff, Richard Davis, filed a

treatment with the Writers Guild of America and was issued a registration. The Plaintiff, Richard C. Davis, further contends that some or all the documents produced may support the Plaintiffs' claims as alleged in paragraph six (6) of the Complaint.

10. All documents concerning any television shows that have a concept or format similar to that of the Series.

The Plaintiffs object to Request for Production #10 on the grounds that the information sought is not relevant to the subject matter of the pending action nor is it reasonably calculated to lead to the discovery of admissible evidence. The Plaintiffs are not aware of any documents concerning television shows that have a concept or format similar to that of the series which predate the Plaintiffs' video pilot of the series.

11. All documents concerning Plaintiffs' claims in Paragraph 6 of the Complaint that "Flip This House" (the "Series") "is jointly owned and controlled" by Plaintiffs.

The Plaintiffs contend that all or some of the documents produced support the Plaintiffs' claims in paragraph six (6) of the Complaint.

12. All documents concerning Plaintiffs' claims in Paragraph 7 of the Complaint that, in or around May 2004, AETN "requested a meeting with Davis to discuss an agreement regarding the potential production and exploitation of a television series."

E-mails by and between Charles Norlander and Richard C. Davis which are included in the documents to be produced.

13. All documents concerning Plaintiffs' claims in Paragraph 8 of the Complaint that, in or around June 2004, "representatives of [AETN] met with Davis and expressed their interest in entering into an agreement with Plaintiffs to produce and televise a television series based on Plaintiffs' Project."

Some or all of the documents being produced by the Plaintiffs support or concern the Plaintiffs' claims in paragraph #8.

14. All documents concerning Plaintiffs' claims in Paragraph 8 of the Complaint that, in or around June 2004, "Davis made it clear to the representatives of [AETN] that he was only willing to consider an agreement to have Plaintiffs' Project produced and televised by [AETN] provided that Plaintiffs and [AETN] would be equal 50/50 owners of the project, and would share equally in all net revenues and proceeds generated from the exploitation of the project," and that "[AETN] explicitly agreed to those terms."

The Plaintiffs do not have a written agreement concerning the specific allegations in paragraph eight (8), however, the Plaintiffs contend that some of the documents produced support the Plaintiffs' claim concerning their relationship with the Defendant A&E Television Networks.

15. All documents concerning Plaintiffs' claims in Paragraph 9 of the Complaint that, in or around June 2004, AETN "repeatedly promised to prepare and submit a written agreement to Plaintiffs embodying the terms of the parties' agreement" and that Plaintiffs "repeated[ly] demand[ed]" that AETN provide such written agreement.

The Plaintiffs repeatedly requested that a written agreement be submitted to the Plaintiffs embodying the terms of the parties' agreement as shown by some of the documents which are being produced.

16. All documents concerning Plaintiffs' claims in Paragraph 11 of the Complaint that, in or about May 2004, "Charles Nordlander of [AETN] contacted Davis and advised him that [AETN] was interested in potentially producing and televising a television series based on Plaintiffs' Project."

E-mails between Charles Norlander and Richard Davis as well as e-mails between representatives from A&E Television Networks which are being produced.

17. All documents concerning any alleged agreement or contract that was reached in or about June 2004 between Plaintiffs and Defendants, including the terms of any such alleged

agreement, any alleged acceptance of such agreement by Defendants and any discussions about any alleged agreement.

The oral agreement entered into between the Plaintiffs and the Defendants was never reduced to a writing. The Plaintiffs contend that some of the documents produced herein will support the Plaintiffs claim that the Plaintiffs' entered into an agreement with the Defendant, A&E Television Network, as alleged in the Plaintiffs Complaint.

18. All documents concerning Plaintiffs' claims in Paragraph 11 of the Complaint that, in or about June 2004, Davis "made it clear" to Nordlander and Thomas Moody of AETN and Max Weissman of Departure Films "that he was only interested in considering a potential agreement regarding the production of Plaintiffs' Project provided that Plaintiffs and [AETN] be equal partners in the project, including that: (1) Plaintiffs retain an ownership interest in the project; (2) [AETN] pay for all production costs of any episodes produced based on the project; (3) Trademark Properties be responsible for locating, acquiring, refurbishing and selling all real estate featured in any episodes produced based on the Project; (4) Trademark Properties and its principals be prominently featured in the show, and no episode be produced which does not include them in a lead role; (5) Davis to have creative control over the production and receive a 'Created By' credit on any episodes produced; (6) Trademark be reimbursed for any direct expenditures regarding the development and production of any episodes produced, and (7) [AETN] and Trademark share equally on a 50/50 basis in all revenues and proceeds generated by the sale, distribution and/or exploitation of the show, including without limitation sponsorship revenues, product placement revenues, ad sales, syndication fees, and video sales."

The Plaintiffs cannot point to any one (1) document concerning the claims made in paragraph #11 of the Complaint, however, the Plaintiffs contend that some of the

documents produced support the Plaintiffs allegations contained in paragraph #11. In addition, the Plaintiff, Richard C. Davis, was credited as the creator of the series on each episode, filed a treatment with the Writers Guild and was issued a registration.

19. All documents concerning AETN's alleged agreement to any of the terms contained in the preceding paragraph.

None other than referred to in the Plaintiffs answer to #18 above.

20. All documents concerning any confidential proprietary business information, procedures or trade secrets allegedly provided to Defendants.

The Plaintiffs' Private Placement Memorandum given to the Defendant A&E Television Networks.

21. All documents concerning any policies, practices or procedures implemented by Plaintiffs in order to maintain the confidentiality or trade secret status of any of its alleged proprietary business information, procedures or trade secrets.

The Plaintiffs do not believe they have any documents responsive to the Defendants/ Counterclaim Plaintiff's request #21, other than the confidential provisions of the Plaintiffs' Private Placement Memorandum. It is the Plaintiffs policy to keep all proprietary business information, procedures and trade secrets confidential.

22. All documents concerning any expenses or costs incurred by Plaintiffs in connection with the Series.

All documents will be produced for inspection and copying.

23. All documents concerning Plaintiffs' claims in Paragraph 13 of the Complaint that they "have suffered significant damages to their business reputation and operations" in connection with the claims and defenses asserted in this lawsuit.

The Plaintiff, Richard C. Davis, has received a number of e-mails that were critical of the shows produced relative to the second season. The Plaintiff will produce any of the e-mails in Plaintiffs possession.

24. All documents concerning Plaintiffs' claims in Paragraph 42 of the Complaint that "Plaintiffs have repeatedly demanded that [AETN] account for and pay over to Plaintiffs a 50% share of all net revenues and proceeds generated from the distribution, licensing and/or other exploitation of the Series."

There are a number of e-mails between the Plaintiffs and representatives of A&E Television Networks concerning a written agreement, all of which are being produced.

25. All business plans, financial models, risk analyses, financial pro formas, financial projections, business growth projections, marketing studies, marketing plans and/or market potential projections relating to the Series.

None known as of this time.

26. All documents reflecting any executed or final agreements between Plaintiffs and The Learning Channel or any of its affiliates.

The Plaintiffs object to Request for Production #26 on the ground that the information sought is not relevant to the subject matter of the pending action nor is it reasonably calculated to lead to the discovery of admissible evidence.

27. All drafts of any agreements or contracts between Plaintiffs and Defendants.

The drafts of the Talent Fee Agreement are being produced.

28. All documents and things identified in Plaintiffs' answers to Defendants' First Set of Interrogatories.

The Plaintiffs will produce all documents referred to in the Plaintiffs Answers to the Defendants First Set of Interrogatories.

CISA & DODDS, LLP



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622 Johnnie Dodds Blvd
Mt. Pleasant, SC 29464

Mt. Pleasant, SC

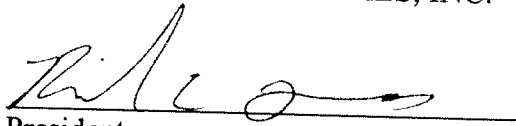
(843) 881-3700

This 22nd day of December, 2006.

TRADEMARK PROPERTIES, INC.

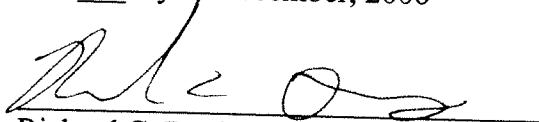
By:

Its:



President

This 22 day of December, 2006



Richard C. Davis

This 22 day of December, 2006