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November 6, 2006

Dr. Niels F. Jensen
President, Dr. Jensen Board Prep, Inc.
235 Lexington Ave.
Iowa City, Iowa 52246

Dear Dr. Jensen:

You have retained me to write a letter of support and validation for the Purchase Agreement that is on your website at www.boardprep.com and which Agreement must be accepted as a condition to the purchase of the rights to use your books, course materials, CDs, and other teaching materials that you have created to help anesthesiologists pass their Board examinations.

As I advised you, I have practiced intellectual property law, which includes copyright and trademark law, in Cedar Rapids, Iowa for over 40 years. For approximately 25 years during this time, I was an adjunct professor at the University of Iowa College of Law, teaching a course in Intellectual Property Law.

After several discussions and interactions with you, I understand that the works you have created have helped thousands become Board certified. In the process of creating these works, I understand the effort you have expended and the significant sacrifice that you have endured in this process. I also understand the seriousness of your purpose and the firmness of your resolve in protecting the very valuable works you have created and protected under the United States copyright laws.

SHUTTLEWORTH & INGERSOLL, P.L.C.

Dr. Niels F. Jensen
President, Dr. Jensen Board Prep, Inc.
November 6, 2006
Page 2

Although your works have helped many, I believe it is wise to anticipate that a few may not particularly like some of the restrictions contained in your Purchase Agreement. This undoubtedly results from a lack of understanding of the complexities of the law and how essential the protection of your intellectual property rights is to your ongoing efforts to help and support the many you serve by the materials you have created.

You have advised me that probably 99% of those who acquire the rights to use your works are uncommonly decent, upstanding, and honest, but perhaps 1% need a reminder that violation of your intellectual property rights will be taken with the utmost seriousness, result in considerable consequence, and, in short, won't be tolerated.

To aid in understanding the copyright rights, your rights to the materials you have created are somewhat similar to the rights of a commercial photographer, who is paid to take your photo and sell you prints that you select from the proofs. As a purchaser of those prints, you acquire only the right to use those prints for your personal enjoyment. No rights are acquired to copy, sell or publicly display those prints. Ownership of the negatives and digital images created by the photographer is retained by the photographer.

All of your materials have been formally registered with the United States Copyright Office and that you have the Registration Certificates. As you know, registration provides you with the right to enjoin those who violate your copyright rights, and in addition, infringers can be held liable for damages including court cost and your attorney's fees. Although some people don't take copyright violations very seriously, in fact, infringers can incur very substantial legal costs and damages.

There is no question based upon my experience in this area that your Purchase Agreement is a legally binding contract between your corporation and any and all purchasers of the rights to use your materials in accordance with the terms of the Agreement. In effect, the Purchase Agreement is no different than many other written agreements that individuals frequently enter into when products or services are purchased, including, but not limited to, those acquired on the world wide web. In addition to your rights under the Purchase Agreement, you have the protection of the U. S. Copyright laws.

With respect to eBay®, your potential and actual customers need to know that much goes on there with respect to copyright and trademark infringement by benign neglect.

SHUTTLEWORTH & INGERSOLL, P.L.C.

Dr. Niels F. Jensen
President, Dr. Jensen Board Prep, Inc.
November 6, 2006
Page 3

I realize and appreciate that you do not feel that you have this luxury given your sacrifices, costs and the uncertainty of your position with respect to how long you will be able to work and travel as much as you do. Further, as a point of fairness, consistency and even-handedness, you are not obligated nor should you be expected to tolerate the marketing and sale of the rights to your materials in violation of the Purchase Agreement and your copyright rights. The law specifically related to sales or transfer of the rights to your materials fully applies to offers to sell on eBay®, and your Purchase Agreement is quite clear that you have reserved ownership of your materials and have given to a purchaser only the right to use the materials but not the rights to sell or transfer the materials to someone else using eBay® or any other venue.

A special situation occurs when your materials are given to others by the person who acquired them from you with said person subject to your Purchase Agreement. Such a transfer, whether or not by sale, is a violation of the Purchase Agreement. However, individuals who receive such materials may not know of the Purchase Agreement and may not know if the materials are current or outdated. While they cannot be held liable for receiving the materials, those who passed them on would have specifically violated paragraph 3 of the Agreement, and therefore are strongly advised not to do as they can be held liable for such violation. In any event, the receiving party cannot acquire a higher right than the original party, and once the receiving party is made aware of the terms of the Purchase Agreement, he or she is bound to respect them.

I understand that a large percentage of your customers order on-line, but another special situation exists with respect to those who call your office and/or order through the mail by check. Your procedure of verbally obtaining consent to your Purchase Agreement and/or stating on your recorded ordering line that placement of an order implies having read and agreed to the Purchase Agreement at www.boardprep.com is acceptable as long as you note and record the date of such concurrence, have an established procedure, and keep complete records, of all telephone and mail orders. While it is not necessary to have a line recording a customer's verbal consent, it is necessary for the assistant who hears from and/or speaks to an ordering customer to record such concurrence in writing and by date and time. Such procedures constitute validation of your legally binding Purchase Agreement.

I hope this letter serves the purpose you intended, namely to inform potential customers and customers that while you are more than happy to work with them, you reserve your intellectual property rights and the rights provided by the Purchase

SHUTTLEWORTH & INGERSOLL, P.L.C.

Dr. Niels F. Jensen
President, Dr. Jensen Board Prep, Inc.
November 6, 2006
Page 4

Agreement. Please feel free to use this letter in any manner you see fit, including sending a copy to those who question your rights. . Further, if any potential customers, customers, or their legal representatives have any question about your copyrights or wish to discuss other points covered in this letter, please have them contact me.

Overall, I applaud you for trying to educate your customers before unfortunate misunderstandings develop and I would be happy to be involved in this process if I can be of further help to you or your customers.

Sincerely,



James C. Nemmers
Registered Patent Lawyer
Of Counsel

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JCN:dlr