

EXHIBIT E

03:14 PM 9/24/2008

To: "Cullum, Janet" <jcullum@cooley.com>

Subject: RE: Preliminary Procedural Matters

Cc: mor_Wetzler@nynd.uscourts.gov

Attachments: NOTICE TO USER TATE WATANABE.pdf; Infringement of SLART trademark in SL 9-18-08.doc;

Janet,

Because you are leaving early today I thought it best to get back to you, even though I don't yet have all the answers. I have read through your e-mail and think I understand the questions.

As for the extension of time to answer the Linden complaint given the fact that the other two defendants were added later, I am willing to agree to a short extension. How about if we make them due simultaneously on October 10.

As to whether to skip the scheduled hearing on the Preliminary Injunction and have the current TRO become the injunction, there is an issue that has arisen. In theory I think the language of the TRO might have been acceptable. But something fishy is going on.

On Friday I submitted the attached information by e-mail. Today I received the response below, which is similar to the response you provided in court to the example I included with my TRO motion. Linden couldn't find it, and suddenly it was gone.

The terms of the TRO are not working, as infringing uses are being submitted to Linden, who can delete content at will, and also controls any history of the content. I went to that location in SL just now and the infringing object was gone.

If, as you say in your e-mail, content is being preserved, then I would like you to provide me with the record of the content at the specified location at the time I took the screen shot.

If you cannot provide me with the evidence of the object I saw and imaged at 7:27 a.m. PDT on Sept. 18, 2008, then evidence is not being preserved. The opposite is then true, and evidence is being destroyed. If that is so, a more stringent order would be required.

Please let me know if this evidence has been retained by your client. If so, and you can verify this, we can discuss the possibility of a Preliminary Injunction by agreement.

Sincerely,

Richard