

EXHIBIT A

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February 21, 2013

BY EMAIL

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Re: *Pearson Education, Inc. et al v. Boundless Learning Inc.*,
No. 12-cv-1986 (ALC) (KNF)

Dear Counsel:

When your clients instituted this action on March 16, 2012, they asserted claims based on our client's alternative biology, psychology and economics content aligned to *Biology* 9th by Jane Reece, *et al.*, *Psychology* 9th, by David Myers, and *Principles of Economics* 6th, by Gregory Mankiw ("Plaintiffs' Books"), as those alternatives were available on the www.boundlessnow.com website (the "Boundlessnow.com Alternatives"). But, as you know, www.boundlessnow.com has not been live or viewable by the public since July 2012. Rather, all of our client's current products are available at www.boundless.com. As this website is publicly accessible, you and your clients have had access to it since its launch in August 2012. Additionally, in November 2012 we provided you with login credentials to www.boundless.com in response to your clients' discovery requests in this case.

Our client's currently-accessible educational content at www.boundless.com includes alternative biology, psychology and economics content aligned to Plaintiffs' Books (the "Boundless.com Alternatives"). However, the currently-available versions are different in many significant respects (*e.g.*, text, illustrations, length, and visual presentation) from the since-discontinued Boundlessnow.com Alternatives.

In addition, Boundless has launched a series of "Boundless Open Textbooks" on www.boundless.com that cover a variety of topics, including biology, psychology and economics, and are freely available to students and non-students alike. See <https://www.boundless.com/biology/>; <https://www.boundless.com/economics/>; and <https://www.boundless.com/psychology/>. The Boundless Open Textbooks feature all the content that is in the Boundless.com Alternatives, as well as additional content.

Scott A. Zebrak, Esq.
February 21, 2013
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Finally, Boundless has launched another series of products that permits its users to explore the content in various subjects by alphabetically organized concepts (the "Boundless Concepts"). See <https://www.boundless.com/concepts/>.

Given that there is some overlap in the content of the Boundlessnow.com Alternatives and the Boundless.com Alternatives, Boundless Open Textbooks, and Boundless Concepts, our client is concerned that Plaintiffs will claim that Boundless' aforementioned works infringe Plaintiffs' textbooks only after this case ends. Our client would prefer not to conduct its business under such a cloud of uncertainty.

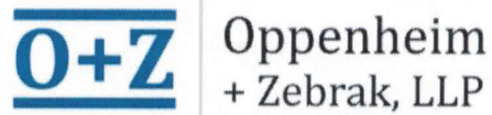
Accordingly, we ask that **on or before March 4, 2013**, you inform us whether Plaintiffs contend that the Boundless.com Alternatives, the Boundless Open Textbooks, or the Boundless Biology, Economics or Psychology Concepts infringe Plaintiffs' rights in Plaintiffs' Books.

We look forward to your prompt response.

Very truly yours,


Roger L. Zissu

EXHIBIT B



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March 4, 2013

Via Email Only

Roger Zissu
Fross Zelnick Lehrman & Zissu, P.C.
866 United Nations Plaza
New York, NY 10017

Re: Pearson Education, Inc., et al. v. Boundless Learning, Inc., et al.
No. 12-cv-1986

Dear Roger:

We are in receipt of your letter of February 21, 2013.

As you know, Plaintiffs' copyright infringement claims in this case allege liability for your client's creation and distribution of the Boundless versions of Campbell *Biology*, 9th edition, Myers *Psychology*, 9th edition, and Mankiw *Principles of Economics*, 6th edition, as offered through its www.boundlessnow.com site. As you also know, Plaintiffs have neither threatened nor asserted other copyright claims against your client.


Your client appears to be constantly increasing and modifying its offerings. With all due respect, Plaintiffs are under no obligation to monitor and analyze those changes, factually and legally, on an ongoing basis. Plaintiffs are also not under any obligation to respond to your client's request that they research and evaluate whether they have new claims that could potentially be added to their case at this time. Plaintiffs are focused on proceeding on the claims that are currently before the Court. It is not realistic to litigate against a moving object even if we wanted to, which we do not.

We have little doubt that the Court's resolution of Plaintiffs' claims will inform your client's current and future business practices. Accordingly, your client's concerns about a "cloud of uncertainty" will be addressed by this case moving forward without undue delay or distraction. Your client argued for a much longer case schedule, as it attempts to develop a user base. But Magistrate Judge Fox disagreed. We now look forward to your cooperation in moving the case forward.

Roger Zissu, Esq.
March 4, 2013
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We assume that this response fully addresses your letter. In any event, please note that nothing herein waives or limits any rights, claims or remedies that may exist, each of which such right, claim and remedy is expressly reserved.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott A. Zebrak". The signature is stylized and cursive.

Scott A. Zebrak