

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**PAPA BERG, INC. and  
JAMES D. PAPA d/b/a PAPA HAYES  
MUSIC d/b/a PAPA BERG PUBLISHING  
d/b/a GRAND THEFT PRODUCTIONS,  
d/b/a GRAND THEFT RECORDS,  
d/b/a NABE NABE MUSIC; d/b/a RED  
HOT MUSIC,**

**Plaintiffs,**

**v.**

**WORLD WRESTLING  
ENTERTAINMENT, INC., STEPHANIE  
MUSIC PUBLISHING, MICHAEL SEITZ,  
YUKE’S CO., LTD., TAKE-TWO  
INTERACTIVE SOFTWARE, INC., and  
VE NEWCO, LLC.,**

**Defendants.**

**CIVIL ACTION NO. 3:12-cv-02406-B**

**ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFFS’  
FIRST AMENDED COMPLAINT BY  
DEFENDANT TAKE-TWO INTERACTIVE SOFTWARE, INC.**

Defendant Take-Two Interactive Software, Inc. (“Take-Two”) respectfully submits the following Answer and Affirmative Defenses to Plaintiffs’ First Amended Complaint (the “Amended Complaint”).

**I. PARTIES**

1. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 1 of the Amended Complaint, and on that basis denies them.

2. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 2 of the Amended Complaint, and on that basis denies them.

3. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 3 of the Amended Complaint, and on that basis denies them.

4. The allegations set forth in Paragraph 4 of the Amended Complaint are admitted only insofar that WWE's principal place of business is 1241 East Main Street, Stamford, Connecticut 06902. The remaining allegations of Paragraph 4 are denied.

5. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 5 of the Amended Complaint, and on that basis denies them.

6. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 6 of the Amended Complaint, and on that basis denies them.

7. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 7 of the Amended Complaint, and on that basis denies them.

8. The allegations set forth in Paragraph 8 of the Amended Complaint are admitted.

9. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 9 of the Amended Complaint, and on that basis denies them.

## **II. JURISDICTION AND VENUE**

10. The allegations set forth in Paragraph 10 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

11. The allegations set forth in Paragraph 11 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

12. The allegations set forth in Paragraph 12 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 12 of the Amended Complaint, and on that basis denies them.

13. The allegations set forth in Paragraph 13 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 13 of the Amended Complaint, and on that basis denies them.

14. The allegations set forth in Paragraph 14 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 14 of the Amended Complaint, and on that basis denies them.

15. The allegations set forth in Paragraph 15 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 15 of the Amended Complaint, and on that basis denies them.

16. The allegations set forth in Paragraph 16 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

17. The allegations set forth in Paragraph 17 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 17 of the Amended Complaint, and on that basis denies them.

18. The allegations set forth in Paragraph 18 of the Amended Complaint constitute legal conclusions to which no response is required. To the extent a response is deemed necessary, those allegations are denied.

### **III. PLAINTIFFS' ALLEGED BUSINESS**

19. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 19 of the Amended Complaint, and on that basis denies them.

20. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 20 of the Amended Complaint, and on that basis denies them.

21. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 21 of the Amended Complaint, and on that basis denies them.

22. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 22 of the Amended Complaint, and on that basis denies them.

23. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 23 of the Amended Complaint, and on that basis denies them.

24. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 24 of the Amended Complaint, and on that basis denies them.

25. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 25 of the Amended Complaint, and on that basis denies them.

26. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 26 of the Amended Complaint, and on that basis denies them.

27. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 27 of the Amended Complaint, and on that basis denies them.

28. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 28 of the Amended Complaint, and on that basis denies them.

29. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 29 of the Amended Complaint, and on that basis denies them.

30. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 30 of the Amended Complaint, and on that basis denies them.

31. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 31 of the Amended Complaint, and on that basis denies them.

32. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 32 of the Amended Complaint, and on that basis denies them.

33. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 33 of the Amended Complaint, and on that basis denies them.

34. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 34 of the Amended Complaint, and on that basis denies them.

**IV. DEFENDANTS' ALLEGEDLY UNLAWFUL ACTIONS**

35. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 35 of the Amended Complaint, and on that basis denies them.

36. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 36 of the Amended Complaint, and on that basis denies them.

37. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 37 of the Amended Complaint, and on that basis denies them.

38. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 38 of the Amended Complaint, and on that basis denies them.

39. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 39 of the Amended Complaint, and on that basis denies them.

40. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 40 of the Amended Complaint, and on that basis denies them.

41. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 41 of the Amended Complaint, and on that basis denies them.

42. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 42 of the Amended Complaint, and on that basis denies them.

43. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 43 of the Amended Complaint, and on that basis denies them.

44. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 44 of the Amended Complaint, and on that basis denies them.

45. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 45 of the Amended Complaint, and on that basis denies them.

46. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 46 of the Amended Complaint, and on that basis denies them.

47. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 47 of the Amended Complaint, and on that basis denies them.

48. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 48 of the Amended Complaint, and on that basis denies them.



49. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 49 of the Amended Complaint, and on that basis denies them.

50. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 50 of the Amended Complaint, and on that basis denies them.

51. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 51 of the Amended Complaint, and on that basis denies them.

52. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 52 of the Amended Complaint, and on that basis denies them.

53. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 53 of the Amended Complaint, and on that basis denies them.

54. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 54 of the Amended Complaint, and on that basis denies them.

55. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 55 of the Amended Complaint, and on that basis denies them.

56. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 56 of the Amended Complaint, and on that basis denies them.

57. The allegations set forth in Paragraph 57 of the Complaint are denied.

58. The allegations set forth in Paragraph 58 of the Amended Complaint are admitted only insofar that THQ published the “Legends of Wrestlemania” video game pursuant to a license agreement between WWE and THQ. The remaining allegations of Paragraph 58 are denied.

59. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 59 of the Amended Complaint, and on that basis denies them.

60. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 60 of the Amended Complaint, and on that basis denies them.

61. The allegations set forth in Paragraph 61 of the Amended Complaint are admitted only insofar that Defendant Yukes was involved in the development of the “Legends of Wrestlemania” video game for the Xbox 360 video game console. The remaining allegations of Paragraph 61 are denied.

62. The allegations set forth in Paragraph 62 of the Amended Complaint are admitted only insofar that Defendant Yukes was involved in the development of the “Legends of Wrestlemania” video game for the PlayStation 3 video game console. The remaining allegations of Paragraph 62 are denied.

63. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 63 of the Amended Complaint, and on that basis denies them.

64. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 64 of the Amended Complaint, and on that basis denies them.

65. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 65 of the Amended Complaint, and on that basis denies them.

66. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 66 of the Amended Complaint, and on that basis denies them.

67. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 67 of the Amended Complaint, and on that basis denies them.

68. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 68 of the Amended Complaint, and on that basis denies them.

69. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 69 of the Amended Complaint, and on that basis denies them.

70. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 70 of the Amended Complaint, and on that basis denies them.

71. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 71 of the Amended Complaint, and on that basis denies them.

72. The allegations set forth in Paragraph 72 of the Amended Complaint are admitted only insofar that THQ published the “WWE All Stars” video game pursuant to a license agreement between WWE and THQ. The remaining allegations of Paragraph 72 are denied.

73. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 73 of the Amended Complaint, and on that basis denies them.

74. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 74 of the Amended Complaint, and on that basis denies them.

75. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 75 of the Amended Complaint, and on that basis denies them.

76. The allegations set forth in Paragraph 76 of the Amended Complaint are admitted only insofar that THQ published the “Southern Charisma” downloadable content pack for the “WWE All Stars” video game pursuant to a license agreement between WWE and THQ. The remaining allegations of Paragraph 76 are denied.

77. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 77 of the Amended Complaint, and on that basis denies them.

78. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 78 of the Amended Complaint, and on that basis denies them.

79. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 79 of the Amended Complaint, and on that basis denies them.

80. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 80 of the Amended Complaint, and on that basis denies them.

81. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 81 of the Amended Complaint, and on that basis denies them.

82. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 82 of the Amended Complaint, and on that basis denies them.

83. The allegations set forth in Paragraph 83 of the Amended Complaint are admitted.

84. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 84 of the Amended Complaint, and on that basis denies them.

85. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 85 of the Amended Complaint, and on that basis denies them.

86. The allegations set forth in Paragraph 86 of the Amended Complaint purport to describe the terms of a written document, which speaks for itself. Take-Two denies such allegations to the extent they are inconsistent with the actual terms of the document.

87. The allegations set forth in Paragraph 87 of the Amended Complaint purport to describe the terms of a written document, which speaks for itself. Take-Two denies such allegations to the extent they are inconsistent with the actual terms of the document.

88. The allegations set forth in Paragraph 88 of the Amended Complaint purport to describe the terms of a written document, which speaks for itself. Take-Two denies such allegations to the extent they are inconsistent with the actual terms of the document.

89. The allegations set forth in Paragraph 89 of the Amended Complaint purport to describe the terms of a written document, which speaks for itself. Take-Two denies such allegations to the extent they are inconsistent with the actual terms of the document.

90. The allegations set forth in Paragraph 90 of the Amended Complaint purport to describe the terms of a written document, which speaks for itself. Take-Two denies such allegations to the extent they are inconsistent with the actual terms of the document.

91. The allegations set forth in Paragraph 91 of the Amended Complaint are admitted.

92. The allegations set forth in Paragraph 92 of the Amended Complaint purport to describe the terms of a written document, which speaks for itself. Take-Two denies such allegations to the extent they are inconsistent with the actual terms of the document.

93. The allegations set forth in Paragraph 93 of the Amended Complaint are denied.

94. The allegations set forth in Paragraph 94 of the Amended Complaint are denied.

95. The allegations set forth in Paragraph 95 of the Amended Complaint are denied.

96. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 96 of the Amended Complaint, and on that basis denies them.

97. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 97 of the Amended Complaint, and on that basis denies them.

98. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 98 of the Amended Complaint, and on that basis denies them.

99. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 99 of the Amended Complaint, and on that basis denies them.

100. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 100 of the Amended Complaint, and on that basis denies them.

101. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 101 of the Amended Complaint, and on that basis denies them.

**V. PLAINTIFFS' ALLEGED COPYRIGHTED WORKS**

102. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 102 of the Amended Complaint, and on that basis denies them.

103. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 103 of the Amended Complaint, and on that basis denies them.

104. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 104 of the Amended Complaint, and on that basis denies them.

105. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 105 of the Amended Complaint, and on that basis denies them.

106. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 106 of the Amended Complaint, and on that basis denies them.

107. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 107 of the Amended Complaint, and on that basis denies them.

108. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 108 of the Amended Complaint, and on that basis denies them.



109. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 109 of the Amended Complaint, and on that basis denies them.

110. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 110 of the Amended Complaint, and on that basis denies them.

111. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 111 of the Amended Complaint, and on that basis denies them.

112. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 112 of the Amended Complaint, and on that basis denies them.

113. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 113 of the Amended Complaint, and on that basis denies them.

114. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 114 of the Amended Complaint, and on that basis denies them.

115. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 115 of the Amended Complaint, and on that basis denies them.

**COUNT I—DIRECT COPYRIGHT INFRINGEMENT**

116. Take-Two's responses to each of the preceding paragraphs are incorporated by reference as though set forth in their entirety.

117. The allegations set forth in Paragraph 117 of the Amended Complaint are denied.

118. The allegations set forth in Paragraph 118 of the Amended Complaint are denied.

119. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 119 of the Amended Complaint, and on that basis denies them.

120. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 120 of the Amended Complaint, and on that basis denies them.

121. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 121 of the Amended Complaint, and on that basis denies them.

122. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 122 of the Amended Complaint, and on that basis denies them.

123. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 123 of the Amended Complaint, and on that basis denies them.

124. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 124 of the Amended Complaint, and on that basis denies them.

125. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 125 of the Amended Complaint, and on that basis denies them.

126. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 126 of the Amended Complaint, and on that basis denies them.

127. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 127 of the Amended Complaint, and on that basis denies them.

128. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 128 of the Amended Complaint, and on that basis denies them.

129. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 129 of the Amended Complaint, and on that basis denies them.

130. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 130 of the Amended Complaint, and on that basis denies them.

131. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 131 of the Amended Complaint, and on that basis denies them.

132. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 132 of the Amended Complaint, and on that basis denies them.

133. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 133 of the Amended Complaint, and on that basis denies them.

134. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 134 of the Amended Complaint, and on that basis denies them.

135. The allegations set forth in Paragraph 135 of the Amended Complaint are denied.

136. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 136 of the Amended Complaint, and on that basis denies them.

137. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 137 of the Amended Complaint, and on that basis denies them.

138. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 138 of the Amended Complaint, and on that basis denies them.

139. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 139 of the Amended Complaint, and on that basis denies them.

140. The allegations set forth in Paragraph 140 of the Amended Complaint purport to describe the terms of a written document, which speaks for itself. Take-Two denies such allegations to the extent they are inconsistent with the actual terms of the document.

141. The allegations set forth in Paragraph 141 of the Amended Complaint are denied.

142. The allegations set forth in Paragraph 142 of the Amended Complaint are denied.

143. The allegations set forth in Paragraph 143 of the Amended Complaint are denied.

144. The allegations set forth in Paragraph 144 of the Amended Complaint are denied.

145. The allegations set forth in Paragraph 145 of the Amended Complaint are denied.

146. The allegations set forth in Paragraph 146 of the Amended Complaint are denied.

147. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 147 of the Amended Complaint, and on that basis denies them.

148. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 148 of the Amended Complaint, and on that basis denies them.

149. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 149 of the Amended Complaint, and on that basis denies them.

150. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 150 of the Amended Complaint, and on that basis denies them.

151. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 151 of the Amended Complaint, and on that basis denies them.

152. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 152 of the Amended Complaint, and on that basis denies them.

153. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 153 of the Amended Complaint, and on that basis denies them.

**COUNT II—VICARIOUS LIABILITY FOR COPYRIGHT INFRINGEMENT**

154. Take-Two's responses to each of the preceding paragraphs are incorporated by reference as though set forth in their entirety.

155. The allegations set forth in Paragraph 155 of the Amended Complaint are denied.

156. The allegations set forth in Paragraph 156 of the Amended Complaint are denied.

157. The allegations set forth in Paragraph 157 of the Amended Complaint are denied.

158. The allegations set forth in Paragraph 158 of the Amended Complaint are denied.

159. The allegations set forth in Paragraph 159 of the Amended Complaint are denied.

160. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 160 of the Amended Complaint, and on that basis denies them.

161. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 161 of the Amended Complaint, and on that basis denies them.

162. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 162 of the Amended Complaint, and on that basis denies them.

163. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 163 of the Amended Complaint, and on that basis denies them.

164. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 164 of the Amended Complaint, and on that basis denies them.

165. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 165 of the Amended Complaint, and on that basis denies them.

166. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 166 of the Amended Complaint, and on that basis denies them.

167. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 167 of the Amended Complaint, and on that basis denies them.

168. The allegations set forth in Paragraph 168 of the Amended Complaint are denied.

169. The allegations set forth in Paragraph 169 of the Amended Complaint are denied.

170. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 170 of the Amended Complaint, and on that basis denies them.

171. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 171 of the Amended Complaint, and on that basis denies them.

172. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 172 of the Amended Complaint, and on that basis denies them.

173. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 173 of the Amended Complaint, and on that basis denies them.

**COUNT III — CONTRIBUTORY COPYRIGHT INFRINGEMENT**

174. Take-Two's responses to each of the preceding paragraphs are incorporated by reference as though set forth in their entirety.

175. The allegations set forth in Paragraph 175 of the Amended Complaint are denied.

176. The allegations set forth in Paragraph 176 of the Amended Complaint are denied.

177. The allegations set forth in Paragraph 177 of the Amended Complaint are denied.

178. The allegations set forth in Paragraph 178 of the Amended Complaint are denied.

179. The allegations set forth in Paragraph 179 of the Amended Complaint are denied.

180. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 180 of the Amended Complaint, and on that basis denies them.

181. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 181 of the Amended Complaint, and on that basis denies them.



182. The allegations set forth in Paragraph 182 of the Amended Complaint are denied.

183. The allegations set forth in Paragraph 183 of the Amended Complaint are denied.

184. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 184 of the Amended Complaint, and on that basis denies them.

185. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 185 of the Amended Complaint, and on that basis denies them.

186. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 186 of the Amended Complaint, and on that basis denies them.

187. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 187 of the Amended Complaint, and on that basis denies them.

188. The allegations set forth in Paragraph 188 of the Amended Complaint are denied.

189. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 189 of the Amended Complaint, and on that basis denies them.

190. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 190 of the Amended Complaint, and on that basis denies them.

191. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 191 of the Amended Complaint, and on that basis denies them.

**COUNT IV — RESTITUTION FOR UNJUST ENRICHMENT**

192. Take-Two's responses to each of the preceding paragraphs are incorporated by reference as though set forth in their entirety.

193. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 193 of the Amended Complaint, and on that basis denies them.

194. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 194 of the Amended Complaint, and on that basis denies them.

195. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 195 of the Amended Complaint, and on that basis denies them.

196. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 196 of the Amended Complaint, and on that basis denies them.

197. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 197 of the Amended Complaint, and on that basis denies them.

198. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 198 of the Amended Complaint, and on that basis denies them.

199. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 199 of the Amended Complaint, and on that basis denies them.

200. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 200 of the Amended Complaint, and on that basis denies them.

201. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 201 of the Amended Complaint, and on that basis denies them.

202. Take-Two is without knowledge or information sufficient to form a belief about the truth of the allegations set forth in Paragraph 202 of the Amended Complaint, and on that basis denies them.

203. The allegations set forth in Paragraph 203 of the Amended Complaint are denied.

204. The allegations set forth in Paragraph 204 of the Amended Complaint are denied.

205. The allegations set forth in Paragraph 205 of the Amended Complaint are denied.

206. The allegations set forth in Paragraph 206 of the Amended Complaint are denied.

207. The allegations set forth in Paragraph 207 of the Amended Complaint are denied and, in particular, Take-Two denies that Plaintiffs are entitled to a constructive trust.

**VI. PRAYER FOR RELIEF**

Take-Two denies that Plaintiffs are entitled to any of the relief requested in their Prayer for Relief and prays that Plaintiffs' Prayer for Relief be denied in its entirety. Take-Two further prays that judgment be entered for it and against Plaintiffs on each of Plaintiffs' claims. Take-Two further prays that it be awarded its attorneys' fees and costs reasonably incurred in this action pursuant to 17 U.S.C. § 505, and that the Court grant is such other and further relief as it deems just and appropriate.

**FIRST AFFIRMATIVE DEFENSE**

Plaintiffs' Complaint, in whole or in part, fails to state a claim upon which relief may be granted.

**SECOND AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by laches.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by waiver.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by acquiescence.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by estoppel.

**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by Plaintiff's unclean hands.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by consent.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by and express and/or implied license.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs consented to the use of the alleged Copyrighted Works in copyrighted audiovisual works created by World Championship Wrestling and World Class Championship Wrestling, and WWE lawfully acquired the copyrights in such audiovisual works.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs consented to the use of the alleged Copyrighted Works in copyrighted audiovisual works created by World Championship Wrestling and World Class Championship Wrestling, which constitute collective works under the Copyright Act, and WWE reproduced and/or distributed the alleged Copyrighted Works as part of those particular collective works.

**TWELFTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs do not own the copyrights in certain of the alleged Copyrighted Works.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the fair use doctrine.

Dated: March 17, 2014

Respectfully submitted,

/s/ Curtis B. Krasik

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**Attorneys for Defendant Take-Two  
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**CERTIFICATE OF SERVICE**

Pursuant to the Federal Rules of Civil Procedure and the Local Rules of the Northern District of Texas, I hereby certify that on March 17, 2014, a true and correct copy of Take-Two's Answer and Affirmative Defenses to Plaintiffs' First Amended Complaint was served on all counsel of record for the Plaintiffs via the Court's ECF/CM system.

*/s/ Curtis B. Krasik*

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Curtis B. Krasik