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ORDER OF THE UNITED STATES COURT OF
APPEALS FOR THE SECOND CIRCUIT
(AUGUST 28, 2019)

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

MICHAEL YAMASHITA,
MICHAEL YAMASHITA, INC.,

Plaintiffs-Appellants,

v.

SCHOLASTIC INC.,

*Defendant-Appellee.**

Docket No. 17-1957-cv

Before: POOLER, SACK, and
CARNEY, Circuit Judges.

PER CURIAM:

Plaintiffs-Appellants Michael Yamashita, a professional photographer and sole owner of Michael Yamashita, Inc., and Michael Yamashita, Inc. (collectively, “Yamashita”¹), appeal from a judgment entered

* The Clerk of Court is directed to amend the docket caption to conform to the above.

¹ Although some of the transactions we describe took place in the context of Michael Yamashita’s corporation as well as or in place of him personally, for ease of reading we refer to both the

in the United States District Court for the Southern District of New York (Forrest, J.) in favor of Defendant-Appellee Scholastic Inc. (“Scholastic”), an international publisher of children’s books and textbooks. In 2016, Yamashita sued Scholastic for copyright infringement, claiming that Scholastic exceeded the use limits set in the licenses to Yamashita’s works that Scholastic purchased from Corbis Corporation (“Corbis”), a stock photography agency that Yamashita had authorized to license his works. The Complaint did not specify the use limits imposed by the Corbis license nor did it allege how Scholastic breached those limits. The District Court dismissed the Complaint for failure to state a claim and denied leave to amend on futility grounds.

On appeal, Yamashita argues primarily that the District Court erred by: (1) finding the Complaint insufficient; (2) ruling that his Proposed Amended Complaint did not cure the defects in the Complaint that the Court identified; and (3) denying him leave to plead four new, common-law claims. We address the first two of these arguments in this Opinion, and the third in an accompanying summary order.

For the reasons set forth below, we AFFIRM the District Court’s judgment.

individual and his corporation throughout this Opinion using the personal pronouns “he,” “his,” and “him.” We note any difference where required.

BACKGROUND²

Michael Yamashita is a professional photographer and the sole owner of Michael Yamashita, Inc. In an agreement entered into sometime before 2000, Yamashita authorized Corbis, a stock photography agency, to grant limited licenses for use of Yamashita's photographs to interested publishers. Corbis, acting under its own agreements with Scholastic (the world's largest publisher and distributor of children's books), granted such licenses to Scholastic. Corbis is not a party to this suit.

1. Original Complaint and Transfer to the Southern District of New York

In June 2016, Yamashita sued Scholastic in the United States District Court for the District of New Jersey, alleging that the publisher infringed his copyright in 82 photographs by exceeding the terms of the corresponding limited licenses purchased through Corbis. Yamashita listed the photographs that were the subject of the suit (the "Photographs") and some related information in a spreadsheet attached as Exhibit 1 to his Complaint.³

² As we must on reviewing a Rule 12(b)(6) dismissal, we accept as true the facts as stated in the Complaint and the Proposed Amended Complaint. *See Nicosia v. Amazon.com, Inc.*, 834 F.3d 220, 230 (2d Cir. 2016).

³ The spreadsheet contains 119 rows, each corresponding to an invoice issued by Corbis to Scholastic. Several rows appear to reference one and the same photograph, *compare* J.A. at 17 (Row 1), *with id.* (Row 3), but in general, each row appears to be assigned to a single image.

Exhibit 1 displayed the following information for each Photograph: (a) a “thumbnail” copy of the image; (b) an “Image ID” number; (c) a brief description of the image;⁴ (d) the image’s copyright registration number and registration date; (e) the number and date of the invoice that Corbis issued to Scholastic capturing the related license; and (f) the imprint within Scholastic for which the publisher had purchased the related license. In addition, the Exhibit 1 spreadsheet included a column labelled “Publication” and another column labelled “License Limits.” With two exceptions,⁵ the columns provided for “Publication” and “License Limits” contained no data.

In his Complaint, Yamashita alleged “[u]pon information and belief” that “the licenses granted Scholastic were expressly limited by number of copies, distribution area, language, duration, and/or media.” J.A. at 12, ¶ 11. Scholastic “exceeded the licenses” that it purchased, Yamashita alleged, and “infringed Yamashita’s copyrights in the Photographs in various ways,” including (in Yamashita’s words) by:

- a. printing more copies of the Photographs than authorized;

⁴ *E.g.*, J.A. at 17 (Row 1: “Lobby at the Guggenheim Museum”); *id.* (Row 2: “Beekeeper at Work”); *id.* (Row 5: “Kendo Students at Practice”).

⁵ Rows 16 and 80—both citing licenses for a photograph of “Astronaut Ellison Onizuka”—identify the publication in which the photograph appears (“SSS Hawaii” and “Hawaii (SSS) (PBK)”) as well as the applicable license limits (20,000 and 25,000, respectively).

- b. distributing publications containing the Photographs outside the authorized distribution area;
- c. publishing the Photographs in electronic, ancillary, or derivative publications without permission;
- d. publishing the Photographs in international editions and foreign publications without permission; and/or
- e. publishing the Photographs beyond the specified time limits.

Id. ¶ 13. According to Yamashita, “at the time Scholastic represented to Corbis that it needed specified, limited licenses to use the Photographs in particular publications, Scholastic often knew its actual uses would exceed the rights it was requesting and paying for.” *Id.* ¶ 12. Yamashita asserted that “Scholastic alone knows of [its] wholly unauthorized uses,” and that Scholastic did “not share[] this knowledge with Yamashita.” *Id.* at 13, ¶¶ 14-15. The Complaint also identified eight other lawsuits in which Scholastic in recent years “has been sued for copyright infringement in furtherance of its under-licensing practices.” *Id.* ¶ 16. As a remedy, Yamashita sought both injunctive relief and damages.

Scholastic moved to dismiss the Complaint under Federal Rule of Civil Procedure Rule 12(b)(6) or, in the alternative, to transfer venue to the Southern District of New York. Yamashita opposed both. The United States District Court for the District of New Jersey (Chesler, J.) granted the motion to transfer, concluding that, *inter alia*, the suit fell within a valid forum selection clause contained in certain Preferred

Vendor Agreements (“PVAs”) between Corbis and Scholastic that governed their licensing relationship. It also ruled that Yamashita was bound by the PVAs’ forum selection clause—which designated the Southern District of New York for dispute resolution—because Corbis acted as Yamashita’s agent when it entered into the PVAs. *See Yamashita v. Scholastic Inc.*, No. 16-cv-3839 (SRC), 2016 WL 6897781, at *2-3 (D.N.J. Nov. 21, 2016). Having decided to transfer the case, the court declined to rule on the merits of the motion to dismiss. *See id.* at *1.

2. The Motion to Dismiss

In the Southern District of New York, Scholastic renewed its motion and the court dismissed the case. *See generally Yamashita v. Scholastic, Inc.*, No. 16-cv-9201 (KBF), 2017 WL 74738 (S.D.N.Y. Jan. 5, 2017) (Forrest, J.). Invoking the copyright infringement standard set forth in *Kelly v. L.L. Cool J*, 145 F.R.D. 32 (S.D.N.Y. 1992), *aff’d* 23 F.3d 398 (2d Cir. 1994) (Table), the District Court ruled that the Complaint “[did] not plead sufficient facts to support its claims beyond mere speculation,” and thus that the pleading both ran afoul of Federal Rule of Civil Procedure 8 and failed to satisfy the plausibility standards for pleading established in *Ashcroft v. Iqbal*, 556 U.S. 662 (2009), and *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007). *Yamashita*, 2017 WL 74738, at *1-2.

In particular, the court faulted Yamashita’s Complaint for its “speculat[ion] about ‘various ways’ defendant[] might have infringed” his copyrights and its failure to “name a single instance of infringement or [to] allege facts to establish a timeframe for when such an infringement might have occurred.” *Id.* at *1

(quoting J.A. at 12, Compl. ¶ 13). In the District Court’s view, the Complaint did not “give the defendant fair notice of what the claim is and the grounds upon which it rests,” *id.* (alteration omitted) (quoting *Twombly*, 550 U.S. at 555). The court further found the Complaint inadequate because it “contain[ed] so few factual allegations it is nothing more than a fishing expedition,” *id.* at *2. The court therefore granted Scholastic’s motion to dismiss and did so with prejudice.

3. Proposed Amended Complaint and Ruling on Motion for Reconsideration

On Yamashita’s subsequent motions, the court denied both reconsideration and leave to file a Proposed Amended Complaint (“PAC”), ruling that the PAC failed to cure the original Complaint’s deficiencies. Indeed, the PAC was largely identical to the Complaint, providing the same information about the parties, jurisdiction, and venue, and the same allegations charging “Copyright infringement against Scholastic.” The PAC contained several additions and modifications to the Complaint’s statement of the copyright infringement claim, however. Yamashita attached to the PAC copies of three images of his Photographs as they appeared in Scholastic publications. *See* J.A. at 310, ¶ 15 (Exhibits 2 through 4). With respect to one specific image, identified in Row 80 of Exhibit 1, the PAC included additional information about Scholastic’s use of the image in one of its publications. Yamashita contends that the three new exhibits to the PAC, Exhibits 2 through 4, established Scholastic’s use of the relevant image after the expiration of the relevant license. *See id.* at 310-11, ¶ 16. And, unlike the original Complaint, the PAC also asserted four common-law causes of action: “Breach of contract/specific perform-

ance”; “Bailment/breach of duties of bailee”; “Conversion”; and “Accounting.” *Id.* at 312-18, ¶¶ 25-65.

In the PAC, Yamashita casts Scholastic’s alleged infringement as a “commit-the-perfect-crime’ approach” to copyright infringement. J.A. at 308, ¶ 2. Thus, he alleged that Scholastic: “obtains access to a professional photographer’s high-resolution photographs in connection with licenses”; “secures licenses with unrealistically low limits because that costs Scholastic less”; “use[s] the photographs beyond the limits of the licenses”; “is able to conceal its infringements because the licensor does not know if and when Scholastic exceeds any particular license’s limits”; “refuses to disclose information about its usages of the photographs—information that is uniquely within Scholastic’s control”; and “argues in court that infringements claims pleaded ‘upon information and belief’ . . . must be dismissed because details known only to Scholastic are not included in the complaint.” J.A. at 308, ¶ 2. The Complaint, too, contained these allegations but presented them less emphatically as providing Yamashita’s justification for the lack of particularity in pleading the alleged breaches. *Compare id.*, with *id.* at 12-13, ¶¶ 12-15.

The District Court rejected Yamashita’s post-dismissal motions in a brief hand-written order. In addition to denying reconsideration, the court rejected Yamashita’s request to amend his copyright infringement claim (except as to the Row-80 image), ruling that amendment would be futile because “plaintiff has shown not a single fact supportive of an infringement claim with regard to any of those images.” SPA at 4. The court also denied Yamashita leave to add the proposed common-law claims to his Complaint,

reasoning that each “depend[s] on a series of generic PVAs to which plaintiff is not a party,” and that “[t]o bring such claims might well require joinder of Corb[i]s.” *Id.* The court further wrote that “[i]t [was] also unclear and not ple[]d that Scholastic has breached its obligations to *Corb[i]s*.” *Id.* Accordingly, the court ordered Yamashita to file a revised amended complaint that would contain only Yamashita’s claim relating to the Row-80 image.

Yamashita did as ordered; Scholastic answered; and the parties then stipulated to a Rule 41 dismissal with prejudice of the Row-80 infringement claim, whereupon the court then entered judgment dismissing the case as to the Row-80 infringement claim and otherwise in favor of Scholastic.

Yamashita timely appealed.

DISCUSSION

Broadly speaking, Yamashita asserts that the District Court erred in three ways. First, he argues that the Complaint as pleaded sufficed to state a claim for copyright infringement. Second, he contends that the court erred in denying him leave to file the PAC and to amend his infringement claim as to all but the Row-80 image. Third, he maintains that the court abused its discretion in denying him leave to plead the four additional, common-law claims.

We focus here on the adequacy of Yamashita’s copyright infringement pleadings and address the court’s denial of leave to add the proposed common-law claims in a related summary order issued concurrently with this Opinion.

1. The Sufficiency of the Complaint’s Copyright Infringement Pleading

Yamashita’s one-count Complaint alleged 119 instances of copyright infringement. Because the court dismissed the Complaint under Federal Rule of Civil Procedure 12(b)(6), our review is *de novo*, “accepting all of the complaint’s factual allegations as true and drawing all reasonable inferences in the plaintiffs’ favor.” *Giunta v. Dingman*, 893 F.3d 73, 78-79 (2d Cir. 2018).

In addition to the factual allegations contained in Yamashita’s Complaint, we may consider documents —such as Exhibit 1—that he attaches to and relies on in the Complaint. *See Nicosia v. Amazon.com, Inc.*, 834 F.3d 220, 230-31 (2d Cir. 2016). To survive a Rule 12(b)(6) challenge, “the complaint’s [f]actual allegations must be enough to raise a right to relief above the speculative level.” *Nielsen v. AECOM Tech. Corp.*, 762 F.3d 214, 218 (2d Cir. 2014) (quoting *Twombly*, 550 U.S. at 555). When the well-pleaded facts “do not permit the court to infer more than the mere possibility of misconduct,” the court must grant a motion to dismiss. *Iqbal*, 556 U.S. at 679; *see also id.* at 678 (“Where a complaint pleads facts that are merely consistent with a defendant’s liability, it stops short of the line between possibility and plausibility of entitlement to relief.” (internal quotation marks omitted)).

The parties have framed their dispute about the Complaint’s sufficiency around the question whether the District Court erred by adopting the following four-part definition of an adequate copyright infringement claim, provided by the only copyright case cited in its merits order: “1) which specific original works

are the subject of the copyright claim, 2) that plaintiff owns the copyrights in those works, 3) that the copyrights have been registered in accordance with the statute, and 4) by what acts during what time the defendant infringed the copyright.” *Kelly*, 145 F.R.D. at 36. Pointing to Supreme Court precedent identifying only two elements of copyright-infringement—“(1) ownership of a valid copyright, and (2) copying of constituent elements of the work that are original,” *Feist Publ’ns, Inc. v. Rural Tel. Serv. Co., Inc.*, 499 U.S. 340, 361 (1991), Yamashita urges that his Complaint was sufficient notwithstanding its failure to provide details as to other elements.

We think that, under our Circuit’s governing law, the correct disposition here turns not on whether there are two or four elements of a generic copyright infringement claim, but instead on the implications of the fact, acknowledged in Yamashita’s Complaint, that Scholastic procured licenses to copy the Photographs. Whether Yamashita’s Complaint was sufficient to withstand Scholastic’s motion is determined by our answer to the question whether, in pleading copyright infringement, a plaintiff who has authorized the licensed use of its work to the alleged infringer must allege with specificity facts concerning the limits and asserted breaches of the licenses by the alleged infringer.

We have recognized previously that authorization to copy copyrighted material—*i.e.*, through possession of an applicable license—is generally viewed as an affirmative defense to a claim of copyright infringement, and is a defense that the alleged infringer must plead and prove. *See Bourne v. Walt Disney Co.*, 68 F.3d 621, 630-31 (2d Cir. 1995) (noting that

the possession of a license by the alleged infringer is an affirmative defense); *see also Spinelli v. Nat'l Football League*, 903 F.3d 185, 199 (2d Cir. 2018) (observing that, where plaintiffs allege that defendants used copyrighted photographs without license to do so, the defendant bears the burden of proving the existence of the license); Fed. R. Civ. P. 8(c)(1) (“In responding to a pleading, a party must affirmatively state any . . . affirmative defense, including: . . . license. . . .”). In *Bourne*, we thus emphasized that “in cases where only the scope of the licenses is at issue, the copyright owner bears the burden of proving that the defendant’s copying was unauthorized.” 68 F.3d at 631. *See also Graham v. James*, 144 F.3d 229, 236 (2d Cir. 1998) (holding that when “the contested issue is the scope of a license, rather than the existence of one, the copyright owner bears the burden of proving that the defendant’s copying was unauthorized under the license.”). This rule carries intuitive appeal because “[c]opyright disputes involving only the scope of the alleged infringer’s license present the court with a question that essentially is one of contract: whether the parties’ license agreement encompasses the defendant’s activities.” *Bourne*, 68 F.3d at 631.

Applying these principles in the context of initial pleadings, when the existence of a license is not in question, a copyright holder must plausibly allege that the defendant exceeded particular terms of the license. Although Yamashita stands in this suit not as a party to the contract that set the limits now allegedly breached, and more as a beneficiary of that contract, the Corbis-Scholastic license still sets the terms that provide the foundation for Yamashita’s Complaint.

Scholastic's purchase of licenses for each of the Photographs is undisputed, as we have said, so Scholastic was entitled to some copying. Rather, the gravamen of Yamashita's copyright-infringement claim as originally pleaded is that Scholastic (1) "represented to Corbis that it needed specified, limited licenses to use the Photographs in particular publications," and then (2) "exceeded the licenses and infringed Yamashita's copyrights in the Photographs." J.A. at 12, ¶¶ 12, 13 (emphasis added). The Complaint alleges that it did so by using them in greater numbers than it had a right to, possibly in publications distributed outside the geographic boundaries of the license, and possibly after expiration of the licenses, among other ways. J.A. at 12, ¶ 13.

But the Complaint failed to identify any specific license limitations as having been breached for any specific Photograph, except the Row-80 image, as to which the claim was settled and dismissed with prejudice,⁶ and possibly, as noted, the Row-16 image.⁷ Instead, it offers a laundry list of license limitations that might have been imposed and that might have been violated as to the numerous Photographs. Each of the "various ways" in which Scholastic allegedly "infringed Yamashita's copyrights" would give rise to

⁶ Yamashita alleged that, although Scholastic's license for the Row-80 image expired on February 23, 2013, it continued to use the image thereafter. J.A. at 310-11, ¶ 16.

⁷ As a marginal adjustment, we note that, as the table does for the image listed in Row 80, Row 16 displays numerical license limits. Yamashita does not offer any specific argument that the District Court erred in dismissing the claim related to the Row-16 image, however. Accordingly, we treat as forfeited any such argument.

an actionable claim for a given Photograph, however, only if paired with a license limitation that was included in the license covering that Photograph. J.A. at 12, ¶ 13. Absent at least a modicum of such additional factual allegations, Yamashita's Complaint is fairly characterized as no more than a collection of speculative claims based on suspicion alone. Such a complaint for infringement neither complies with Rule 8 nor states a plausible claim for relief. Accordingly, we are compelled to agree with the District Court that the Complaint does not survive Scholastic's motion to dismiss. *See Iqbal*, 556 U.S. at 678-79.

Resisting this conclusion, Yamashita points to district court decisions denying motions to dismiss in cases that are, Yamashita asserts, "just like this one." Appellants' Br. at 33, 49; *see also* Appellants' Rule 28(j) Letter, Doc. No. 61 (Feb. 5, 2018). The complaints he cites, however, contained at least some more detailed factual allegations, or attached additional documents supporting the infringement claims, making them less entirely speculative than Yamashita's, in our view. *See, e.g., Lefkowitz v. McGraw-Hill*, 23 F. Supp. 3d 344, 348-49 (S.D.N.Y. 2014) (noting that plaintiff identified a number of license limits that the defendant allegedly exceeded); *Frerck v. Pearson Educ., Inc.*, No. 11-cv-5319, 2012 WL 1280771, at *1 (N.D. Ill. Apr. 16, 2012) (describing plaintiff's allegations that he directly licensed photographs to defendant publisher and that, for some photographs, defendant used them without any license). We express no opinion as to whether those cases were correctly decided. We decide only that the speculative, indefinite allegations made in this case as to all photographs but that identified in Row 80 were insufficient to state a claim

in light of Circuit precedent requiring a plaintiff to allege infringement with some specificity when the defendant's possession of a license is undisputed.

We are similarly unpersuaded by Yamashita's argument that to require that copyright plaintiffs allege in detail the operative license limitations conflicts with our decision in *Arista Records, LLC v. Doe 3*, 604 F.3d 110 (2d Cir. 2010). In *Arista*, as Yamashita observes, we rejected the proposition that *Twombly* "imposed a heightened standard that requires a complaint to include specific evidence, factual allegations in addition to those required by Rule 8, and declarations from the persons who collected the evidence." *Id.* at 119. But Yamashita misapprehends the import of *Arista* for his case: we do not fault him for failing to provide detailed documentation for each alleged instance of infringement, but rather for his failure to allege even the applicable limitations in Scholastic's individual licenses so that it (and the court) can understand how Scholastic is alleged to have exceeded those licenses.

Moreover, his Complaint is qualitatively different in two ways from that of the copyright holder in *Arista*: first, the latter's allegations were more specific as to the nature of the allegedly infringing acts, enabling the defendant to respond; and second, the *Arista* court and the plaintiff were faced with an unidentified infringer, not just unidentified infringing uses. *Id.* at 121. Here, by contrast, Yamashita names Scholastic and admits, as it must, that the publisher was licensed to use the Photographs. Its Complaint offers little else other than a list of the Photographs at issue and a conclusory charge that the licenses were exceeded. To require more flesh on the bones of

an infringement complaint against a license user aligns both with our decision in *Bourne* and the strictures of Rule 8.

We take this position with some sympathy, still, for Yamashita. It appears that he has no access, through his agent Corbis or otherwise, to information confirming or rebutting the extent of Scholastic's use of the images. Yet he feels there are grounds for believing that Scholastic has made unpermitted uses of at least some of his Photographs. His predicament underscores the precarious position that freelance commercial photographers occupy vis-à-vis their agents and publishers. There may be few ways to hold large publishers that operate internationally accountable for their usage of licensed copyrighted works. For this reason, Yamashita has launched what the District Court termed a "fishing expedition," "trawling" for infringement, trying to place on Scholastic directly the burden of reporting and justifying its uses, and omitting Corbis from the picture. *Yamashita*, 2017 WL 747738, at *2. But to sustain such a complaint that alleges nothing but suspicions of infringement where a license has been granted is to invite transformation of the courts into an audit bureau for copyright licensing, an administrative function that we are hardly designed to serve.

Yamashita is correct that Scholastic should be able to detail its uses of his images and to pair those uses with the license limits that were imposed between it and Corbis, demonstrating either its compliance or exposing its noncompliance with the applicable licenses. But Yamashita does not explain why he is unaware of or cannot access the terms of the licenses executed by Corbis on his behalf. That, at least, would give him

the first part of his infringement case: what limits on use were imposed as to each image. It would still put him to the burden of finding instances of actual infringement on which he could build a case against Scholastic, for even with the actual limits known, mere suspicion of overuse is not enough under *Bourne* to sustain a complaint, or to avoid the audit bureau scenario described above.

And so, ultimately, we cannot accept Yamashita's argument that we should casually deem his entirely generic allegations of breach, pleaded "upon information and belief," sufficient simply because the facts regarding Scholastic's actual use of the licensed material are "peculiarly within [Scholastic's] possession and control." Appellants' Br. at 31. He must marshal more than unsubstantiated suspicions to gain entitlement to broad-ranging discovery of his agent's licensee.

We acknowledge that in a similar suit brought by photographers against a publisher, the Third Circuit has recently expressed disagreement with this approach, albeit in a procedural context quite different from that before us. It declined to adopt the pleading rule we enunciated in *Bourne*, explaining that "[t]he licenses obtained by [the publisher] were not granted by the photographers directly . . . [a]nd the royalty statements . . . lacked specific detail as to the scope of each license . . . [I]t [therefore] stands to reason that the photographers may not be aware of each license issued, or the scope of each license. Because they were not themselves directly privy to those licenses, we cannot expect them to plead unauthorized use as part of a *prima facie* case." *In re McGraw-Hill Global Ed. Holdings LLC*, 909 F.3d 48, 66 (3d Cir. 2018)

(citing *Muhammad-Ali v. Final Call, Inc.*, 832 F.3d 760-61) (7th Cir. 2016)).

But this panel is not at liberty to relax the pleading requirements as we have previously applied them. The gravamen of the Complaint is that Scholastic violated Yamashita’s copyright by exceeding the use limits provided in the Corbis-Scholastic agreement. For the reasons set forth above, Yamashita’s generic Complaint specifying neither limits set nor limits breached does not state a claim under Fed. R. Civ. P. 12(b)(6) and is insufficient under Rule 8 as it does not (in the language of Rule 8) “show[] that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2).

2. Proposed Amended Complaint

As noted above, the District Court denied leave to amend the Complaint with regard to Yamashita’s copyright claim—except insofar as it related to the Row-80 image—because the proposed amendment would not cure the Complaint’s defects and amendment was futile.

Ordinarily, we review a district court’s denial of leave to amend for abuse of discretion. *Pyskaty v. Wide World of Cars, LLC*, 856 F.3d 216, 224 (2d Cir. 2017). When, however, the court denies leave to amend “based on an interpretation of law, such as futility, . . . we review the legal conclusion *de novo*.” *Id.* (quoting *Panther Partners Inc. v. Ikanos Commc’ns, Inc.*, 681 F.3d 114, 119 (2d Cir. 2012)). Because Yamashita offered his proposed amendments in an attempt to cure deficiencies that led to a Rule 12(b)(6) dismissal, we “consider the proposed amendments along with the remainder of the complaint, accepting as true all non-conclusory factual allegations therein, and drawing all

reasonable inferences in the plaintiff's favor." *Id.* at 225 (citation, internal quotation marks, and alterations omitted).

For the reasons described in Section 1, we need not linger long on Yamashita's suggestion that the PAC cured the defects in his copyright claim. First, the proposed additions reflected in the PAC primarily relate to the Row-80 image, for which the District Court permitted amendment. The PAC's attachments as Exhibits 3 and 4 of copies of Scholastic publications containing two other images (appearing in Rows 10 and 85 of Exhibit 1) do not cure the deficiencies in Yamashita's claims, because the PAC does not allege which, if any, license limitations Scholastic breached by including those images in those publications. *See* J.A. at 310, ¶ 15 (stating merely that, "[a]fter receiving limited licenses from Corbis, Scholastic copied Yamashita's Photographs in at least the Scholastic publications shown in Exhibits 2-4"). Contrary to Yamashita's view, his ability to plead a plausible infringement claim as to a single image (in Row 80) does not render his claim plausible as to all the images shown in the other 118 rows in Exhibit 1, absent plausible allegations of a connection between Scholastic's license for and use of the Row-80 image and its license for and use of the other images, or plausible, nonconclusory allegations of a pattern and practice of under-licensing and over-use.

For these reasons, we identify no legal error in the District Court's decision to reject as futile Yamashita's effort to amend this claim.

CONCLUSION

For the reasons set forth above and in the summary order that accompanies this opinion, the District Court's judgment is **AFFIRMED**.

MEMORANDUM AND ORDER
OF THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
(JANUARY 5, 2017)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MICHAEL YAMASHITA and
MICHAEL YAMASHITA, INC.,

Plaintiffs,

v.

SCHOLASTIC, INC.,

Defendant.

16-cv-9201 (KBF)

Before: Katherine B. FORREST, District Judge.

KATHERINE B. FORREST, District Judge:

Plaintiffs Michael Yamashita and Michael Yamashita, Inc., commenced this action on June 28, 2016, in the U.S. District Court for the District of New Jersey. (Compl., ECF No. 1). On September 14, 2016, defendant filed a motion to dismiss for failure to state a claim or, in the alternative, to transfer venue to the Southern District of New York. (ECF No. 12.) On November 21, 2016, the Honorable Stanley R. Chesler granted defendant's motion to as to venue and trans-

ferred this action to the Southern District of New York, where it was assigned to the undersigned on November 29, 2016. (ECF No. 24.)

Defendant has renewed its motion to dismiss for failure to state a claim. (ECF No. 29.) Because the complaint does not plead sufficient facts to support its claims beyond mere speculation, defendant's motion is GRANTED.

Federal Rule of Civil Procedure 8 requires that a complaint contain “a short and plain statement of the claim showing that the pleader is entitled to relief” in order to ‘give the defendant fair notice of what the . . . claim is and the grounds upon which it rests.’” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555 (2007) (quoting *Conley v. Gibson*, 355 U.S. 41, 47 (1957)); *see also* Fed. R. Civ. P. 8(a)(2). These “[f]actual allegations must be enough to raise a right to relief above the speculative level[.]” *Twombly*, 550 U.S. at 555. Rule 8 “asks for more than a sheer possibility that defendant acted unlawfully. Where a complaint pleads facts that are merely consistent with a defendant’s liability,” it cannot survive a motion to dismiss. *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (internal quotations marks and citations omitted).

It is beyond cavil that Rule 8 requires a plaintiff complaining of copyright infringement to plead facts sufficient to support at least one plausible claim of infringement. *See Kelly v. L.L. Cool J*, 145 F.R.D. 32, 36 (S.D.N.Y. 1992), *aff’d*, 23 F.3d 398 (2d Cir. 1994) (“A properly plead copyright infringement claim must allege 1) which specific original works are the subject of the copyright claim, 2) that plaintiff owns the copyrights in those works, 3) that the copyrights have been registered in accordance with the statute,

and 4) by what acts during what time the defendant infringed the copyright.”). Plaintiffs have not met this standard.

The complaint speculates about “various ways” defendants might have infringed, but admits that the allegedly infringing publications “have not yet been identified,” that “Scholastic alone knows of these wholly unauthorized uses,” and that “Scholastic alone knows the full extent to which it has infringed [plaintiffs’] copyrights[.]” (Compl. ¶¶ 13-15.) Plaintiffs do not name a single instance of infringement or allege facts to establish a timeframe for when such an infringement might have occurred. Instead, they cast out five possible ways defendants could have infringed some time “after” defendants obtained the photographs.¹ (*Id.* ¶ 13, 14.) This is wholly insufficient to “give the defendant fair notice of what the . . . claim is and the grounds upon which it rests.” *Twombly*, 550 U.S. at 555.

The complaint contains so few factual allegations it is nothing more than a fishing expedition. Rule 8 does not permit such aimless trawling. The motion to dismiss is therefore GRANTED.

The Clerk of Court is directed to terminate this action.

¹ Plaintiffs argue specifying that defendants infringed “after” obtaining the photographs provides a sufficient factual basis to establish a timeframe for when the alleged infringement occurred. (Brief in Opp. at 14, ECF No. 14.) Not so. Any infringement would necessarily happen “after” defendants accessed the copyrighted material. This allegation adds no factual support to the complaint.

SO ORDERED.

/s/ Katherine B. Forrest
United States District Judge

Dated: New York, New York
January 5, 2017

ORDER OF THE UNITED STATES COURT OF
APPEALS FOR THE SECOND CIRCUIT DENYING
PETITION FOR REHEARING
(OCTOBER 16, 2019)

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

MICHAEL YAMASHITA,
MICHAEL YAMASHITA, INC.,

Plaintiffs-Appellants,

v.

SCHOLASTIC INC.,

Defendant-Appellee.

Docket No. 17-1957

Appellants, Michael Yamashita and Michael Yamashita, Inc., filed a petition for panel rehearing, or, in the alternative, for rehearing en banc. The panel that determined the appeal has considered the request for panel rehearing, and the active members of the Court have considered the request for rehearing en banc.

IT IS HEREBY ORDERED that the petition is denied.

FOR THE COURT:

/s/ Catherine O'Hagan Wolfe
Clerk

CIVIL COVER SHEET
(JUNE 28, 2016)

I.

(a) PLAINTIFFS

Michael Yamashita and Michael Yamashita, Inc.

(b) County of Residence of First Listed Plaintiff

Morris County, NJ

**(c) Attorneys (Firm Name, Address, Email
and Telephone Number)**

Ben Manevitz
805 Clifton Ave,
Clifton NJ
973 556 4164

[(a)] DEFENDANTS

Scholastic, Inc.

II. Basis of Jurisdiction

(Place an "X" in One Box Only)

3. Federal Question
(U.S. Government Not a Party)

[. . .]

IV. Nature of Suit (Place an "X" in One Box Only)

PROPERTY RIGHTS

820 Copyrights

V. Origin (Place an "X" in One Box Only)

1 Original Proceeding

VI. Cause of Action

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

- 17 U.S.C. 501 *et seq.*

Brief description of cause:

- Infringement of photographs by textbook publisher

VII. Requested in Complaint:

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes

[. . .]

/s/ Ben Manevitz

Signature of Attorney of Record

DATE: 06/28/2016

**COMPLAINT
(JUNE 28, 2016)**

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MICHAEL YAMASHITA and
MICHAEL YAMASHITA, INC.,

Plaintiffs,

v.

SCHOLASTIC INC.,

Defendants.

Civil Action No. 2:16-cv-3839

Demand for Jury Trial

Plaintiffs Michael Yamashita and Michael Yamashita, Inc., allege the following against Scholastic, Inc. (“Scholastic”):

STATEMENT OF ACTION

1. This is an action for copyright infringement brought by Michael Yamashita and his solely owned corporation, Michael Yamashita, Inc., owners of copyrights to the photographs described hereafter and originally licensed for limited use by Scholastic, against Scholastic for unauthorized uses of his photographs.

PARTIES

2. Michael Yamashita is a professional photographer, residing in Chester, New Jersey. Michael Yamashita, Inc. is a New Jersey corporation solely owned by Michael Yamashita.

3. Michael Yamashita and Michael Yamashita, Inc. (collectively, "Yamashita"), license photographic images to publishers, including Scholastic.

4. Scholastic is a New York corporation that maintains its principal place of business at 557 Broadway, New York, NY 10012. As the world's largest publisher and distributor of children's books, Scholastic sells and distributes its publications in the District of New Jersey, throughout the United States, and overseas, including the publications and ancillary materials in which Yamashita's photographs are unlawfully reproduced.

JURISDICTION

5. This is an action for injunctive relief, statutory damages, monetary damages, and interest under the copyright laws of the United States. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 (federal question) and 1338 (copyright).

VENUE

6. Venue is appropriate in this District pursuant to 28 U.S.C. §§ 1391(a) and (b) and 28 U.S.C. § 1400(a).

FACTS COMMON TO ALL COUNTS

7. Yamashita is the owner of copyrights in the attached photographic images (“Photographs”) depicted in Exhibit 1.

8. As set forth in Exhibit 1, the Photographs have been registered with the United States Copyright Office.

9. Michael Yamashita, either directly or acting through Michael Yamashita, Inc., entered into agreements with the stock photography agency Corbis Corporation (“Corbis”), authorizing Corbis to grant limited licenses for use of the Photographs to Scholastic.

10. Between 1999 and 2011, in response to permission requests from Scholastic, Yamashita—acting through Corbis—sold Scholastic limited licenses to use copies of the Photographs in particular educational publications identified in Scholastic’s requests, as itemized in Exhibit 1.

11. Upon information and belief, the licenses granted Scholastic were expressly limited by number of copies, distribution area, language, duration, and/or media.

12. Upon information and belief, at the time Scholastic represented to Corbis that it needed specified, limited licenses to use the Photographs in particular publications, Scholastic often knew its actual uses would exceed the rights it was requesting and paying for.

13. Upon information and belief, after obtaining the licenses, Scholastic exceeded the licenses and

infringed Yamashita's copyrights in the Photographs in various ways, including:

- a. printing more copies of the Photographs than authorized;
- b. distributing publications containing the Photographs outside the authorized distribution area;
- c. publishing the Photographs in electronic, ancillary, or derivative publications without permission;
- d. publishing the Photographs in international editions and foreign publications without permission; and/or
- e. publishing the Photographs beyond the specified time limits.

14. Upon information and belief, after obtaining access to the Photographs, Scholastic used the Photographs without any license or permission in additional publications that have not yet been identified. Because Scholastic alone knows of these wholly unauthorized uses, Yamashita cannot further identify them without discovery.

15. Scholastic alone knows the full extent to which it has infringed Yamashita's copyrights by making unauthorized uses of the Photographs, but Scholastic has not shared this knowledge with Yamashita.

16. Since 2011, Scholastic (or its parent, Scholastic Corporation) has been sued for copyright infringement in furtherance of its under-licensing practices in at least the following actions:

- a. *Palmer Kane LLC. v. Scholastic Corporation*, No. 11-cv-07456 (S.D.N.Y.);
- b. *Palmer/Kane LLC v. Scholastic Corporation and Scholastic, Inc.*, No. 14-cv-07805 (S.D.N.Y.);
- c. *David Young-Wolff, The Estate of Michael Newman, Laura Dwight, Ed Bock, and Lief Skoogfors v. Scholastic Corporation*, No. 14-cv-05089 (S.D.N.Y.);
- d. *Keller v. Scholastic, Inc.*, No. 16-cv-01829 (E.D. PA);
- e. *Jose Luis Pelaez, Inc. v. Scholastic, Inc.*, No. 16-cv-02791 (S.D.N.Y.);
- f. *Frans Lanting, Inc. v. Scholastic Inc.*, No. 15-cv-05671 (C.A.N.D.);
- g. *Bob Daemmrich Photography, Inc. v. Scholastic Inc.*, 15-cv-01150 (W.D. Tex.);
- h. *Lewine v. Scholastic Corporation*, No. 15-cv-05731 (S.D.N.Y.).

17. All exhibits attached hereto are incorporated into this Complaint by this reference.

COUNT I
Copyright Infringement Against Scholastic

18. Plaintiffs incorporate herein by this reference each and every allegation contained in the paragraphs set forth above.

19. The foregoing acts of Scholastic constitute infringements of Plaintiffs' copyrights in the Photographs in violation of 17 U.S.C. §§ 501 *et seq.*

20. Plaintiffs suffered damages as a result of Scholastic's unauthorized use of the Photographs.

WHEREFORE, Plaintiffs request the following:

1. A preliminary and permanent injunction against Defendant and anyone working in concert with Defendant from copying, displaying, distributing, selling or offering to sell Plaintiffs' Photographs described in this Complaint and Plaintiffs' photographs not included in suit.

2. As permitted under 17 U.S.C. § 503, impoundment of all copies of Plaintiffs' Photographs used in violation of Plaintiffs' exclusive copyrights as well as all related records and documents and, at final judgment, destruction or other reasonable disposition of the unlawfully used Photographs, including digital files and any other means by which they could be used again by Defendant without Plaintiffs' authorization.

3. An award of Plaintiffs' actual damages and all profits derived from the unauthorized use of Plaintiffs' Photographs or, where applicable and at Plaintiffs' election, statutory damages.

4. An award of Plaintiffs' reasonable attorneys' fees.

5. An award of Plaintiffs' court costs, expert witness fees, interest and all other amounts authorized under law.

6. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury of all issues permitted by law.

Plaintiffs Michael Yamashita and Michael Yamashita, Inc., by their attorneys,

/s/ Ben D. Manevitz
The Manevitz Law Firm
805 Clifton Ave
Clifton, NJ 07013
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New Hope, PA 18938
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(917) 561-4434
Of Counsel

Attorneys for Plaintiffs
Michael Yamashita and
Michael Yamashita, Inc.

DATED: June 28, 2016

**EXHIBIT 1 TO COMPLAINT:
PHOTOGRAPHS**

YM013151 <i>Lobby at the Guggenheim Museum</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 30259 Inv. Date: 6/16/1999 Licensor: Corbis
Imprint: Grolier Interactive	
YM015359 <i>Beekeeper at Work</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 30259 Inv. Date: 6/16/1999 Licensor: Corbis
Imprint: Grolier Interactive	
YM013151 <i>Lobby at the Guggenheim Museum</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 30259 Inv. Date: 6/16/1999 Licensor: Corbis
Imprint: Grolier Interactive	

YM015359 <i>Beekeeper at Work</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 30259 Inv. Date: 6/16/1999 Licensor: Corbis
Imprint: Grolier Interactive	
YM001221 <i>Kendo Students at Practice</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1-51145 Inv. Date: 12/27/1999 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM007215 <i>Teacher Demonstrating Judo to Students</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1-51145 Inv. Date: 12/27/1999 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM014678 <i>Young Competitors in Tae Kwon Do Tournament</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1-51145 Inv. Date: 12/27/1999 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM014834 <i>Smoke Jumper Trainee Parachutingseum</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1-66868 Inv. Date: 4/28/2000 Licensor: Corbis
Imprint: Scholastic Inc (NY)	
YM009422 <i>Children Reading in School Library</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 146361 Inv. Date: 10/11/2001 Licensor: Corbis
Imprint: Grolier Educational, Inc.	

YM010056 <i>Cracked Street After Earthquake</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 173373 Inv. Date: 3/6/2002 Licensor: Corbis
Imprint: Scholastic Inc (NY)	
YM009757 <i>Arches and Downtown Buildings</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 199463 Inv. Date: 6/28/2002 Licensor: Corbis
Imprint: Grolier Inc.	
YM013014 <i>Ellis Island and Lower Manhattan</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 199463 Inv. Date: 6/28/2002 Licensor: Corbis
Imprint: Grolier Inc.	

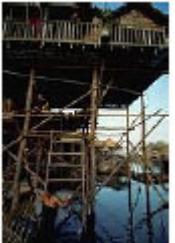
YM017141 <i>Apartment Buildings in Osaka</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 199463 Inv. Date: 6/28/2002 Licensor: Corbis
Imprint: Grolier Inc.	
YM017822 <i>Earthquake Damaged Building, Kobe, January 1995</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 199463 Inv. Date: 6/28/2002 Licensor: Corbis
Imprint: : Grolier Inc.	
YM009939 <i>Riding Bike in Earthquake Damaged Area in Kobe, Japan</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 284883 Inv. Date: 2/6/2003 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	

YM009027 <i>Astronaut Ellison Onizuka</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 285658 Inv. Date: 2/7/2003 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	
Publication: SSS Hawaii	
License Limits: 20,000; NA; English	
YM010257 <i>Sign on Jewelry Store</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 288195 Inv. Date: 2/13/2003 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	
YM003137 <i>Merchant Eats Watermelon in Can Tho</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 291187 Inv. Date: 2/20/2003 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	

YM017496 <i>Minamata Protesters at Corporation Trial</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 423987 Inv. Date: 10/17/2003 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	
YM013707 <i>Visitors At Parco dei Mostri</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 424679 Inv. Date: 10/17/2003 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	
YM014905 <i>Mother and Second Cousin Play With Children</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 431295 Inv. Date: 10/29/2003 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	

YM015031 <i>Visitors Watch Orangutan</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 431295 Inv. Date: 10/29/2003 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	
YM015036 <i>Worshipper Lights Incense in Chinese Temple</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 431295 Inv. Date: 10/29/2003 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	
YM015071 <i>Cricket Game in Singapore</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 431295 Inv. Date: 10/29/2003 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	

YM010625 <i>Skiers Riding Chair Lift</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 474155 Inv. Date: 1/21/2004 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	
YM010740 <i>Worshippers Leaving Shoes Outside Mosque</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 474155 Inv. Date: 1/21/2004 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	
YM010784 <i>Fields by the Mekong River</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 646362 Inv. Date: 12/8/2004 Licensor: Corbis
Imprint: Grolier Inc.	

YM010056 <i>Cracked Street After Earthquake</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 694005 Inv. Date: 3/17/2005 Licensor: Corbis
Imprint: Scholastic	
YM006445 <i>Village Built on Stilts Due to Flood Waters</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 698916 Inv. Date: 3/28/2005 Licensor: Corbis
Imprint: Scholastic	
YM012948 <i>New York Man and Dog Crossing Street in Blizzard</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 698916 Inv. Date: 3/28/2005 Licensor: Corbis
Imprint: Scholastic	

YM010357 Pedestrians in Crosswalk in Lenin Square	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 712232 Inv. Date: 4/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM010368 Singing Fountain and Distant Buildings	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 712232 Inv. Date: 4/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM010383 Yellow Wildflowers and Mountainous Landscape	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 712232 Inv. Date: 4/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM010396 <i>Shepherd With Boy on Pony</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 712232 Inv. Date: 4/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM010594 <i>Artist Painting Lake Sevan Scenery</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 712232 Inv. Date: 4/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM003586 <i>APruning a Bonsai</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 727234 Inv. Date: 5/20/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM007924 <i>Tokyo City Hall</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 727234 Inv. Date: 5/20/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM016175 <i>Bunraku Performance</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 727234 Inv. Date: 5/20/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM016688 <i>Fishermen Empty Net of Sea Bass</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 727234 Inv. Date: 5/20/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM014634 <i>Yin and Yang Symbol on Door of Korean Folk Village</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 727236 Inv. Date: 5/20/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM014678 <i>Young Competitors in Tae Kwon Do Tournament</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 727236 Inv. Date: 5/20/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM014823 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 781253 Inv. Date: 9/12/2005 Licensor: Corbis
Imprint: Scholastic	

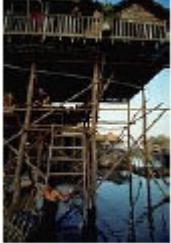
<p><i>YM014827 Smoke Jumper Trainee Jumps From Plane</i></p>	
	<p>Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 781253 Inv. Date: 9/12/2005 Licenser: Corbis</p>
<p>Imprint: Scholastic</p>	
<p><i>YM014827 Smoke Jumper Trainee Jumps From Plane</i></p>	
	<p>Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 781728 Inv. Date: 9/13/2005 Licenser: Corbis</p>
<p>Imprint: Scholastic</p>	
<p><i>YM014827 Smoke Jumper Trainee Jumps From Plane</i></p>	
	<p>Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 781819 Inv. Date: 9/13/2005 Licenser: Corbis</p>
<p>Imprint: Scholastic</p>	

YM016609 <i>Crates of Aluminum Cans at Recycling Center</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 796093 Inv. Date: 10/7/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM006086 <i>Villagers Eating Meal</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 803482 Inv. Date: 10/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM006215 <i>Arrival of Prince Sihanouk After Thirteen Year Exile</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 803482 Inv. Date: 10/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM006303 <i>People Riding Buffaloes in Rural Cambodia</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 803482 Inv. Date: 10/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM006304 <i>Two Children Ride Buffaloes in Flooded Rice Paddy</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 803482 Inv. Date: 10/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM006415 <i>Pig's Head on Platter at Cambodian Wedding</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 803482 Inv. Date: 10/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM006427 <i>Fishing With Loose Weave Baskets</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 803482 Inv. Date: 10/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM015148 <i>Boy Monk Holds Incense</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 803482 Inv. Date: 10/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM013835 <i>Glass Pyramid in Courtyard of Louvre Museum</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 803502 Inv. Date: 10/21/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM014821 <i>Smoke Jumper Trainees Waiting In Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 805154 Inv. Date: 10/25/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM015476 <i>Fermilab</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 806079 Inv. Date: 10/26/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM010056 <i>Cracked Street After Earthquake</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6002954 Inv. Date: 1/11/2006 Licensor: Corbis
Imprint: Scholastic	

YM006445 <i>Village Built on Stilts Due to Flood Waters</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6003414 Inv. Date: 1/12/2006 Licensor: Corbis
Imprint: Scholastic	
YM012948 <i>New York Man and Dog Crossing Street in Blizzard</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6003414 Inv. Date: 1/12/2006 Licensor: Corbis
Imprint: Scholastic	
YM001248 <i>Bunraku Performance</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6003414 Inv. Date: 1/12/2006 Licensor: Corbis
Imprint: Scholastic	

YM001887 <i>Statue of Nichiren</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6018726 Inv. Date: 2/27/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM003934 <i>Japanese Calligraphy</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6018726 Inv. Date: 2/27/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM003969 <i>Bowing at a Tea Ceremony</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6018726 Inv. Date: 2/27/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM016503 <i>Filing Past Spectators at Martial Arts Tournament</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6018726 Inv. Date: 2/27/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM016857 <i>Child Playing Computer Game</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6018726 Inv. Date: 2/27/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM017122 <i>Atomic Bomb Memorial Dome in Hiroshima</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6018726 Inv. Date: 2/27/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

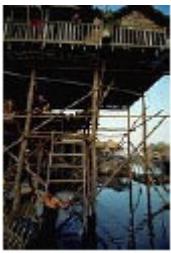
YM017656 <i>Picnickers Enjoy Cherry Blossoms</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6018726 Inv. Date: 2/27/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM012947 <i>Central Park During Snowstorm</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6068880 Inv. Date: 8/10/2006 Licensor: Corbis
Imprint: Scholastic	
YM012948 <i>New York Man and Dog Crossing Street in Blizzard</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6068880 Inv. Date: 8/10/2006 Licensor: Corbis
Imprint: Scholastic	

YM009939 <i>Riding Bike in Earthquake Damaged Area in Kobe, Japan</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6073767 Inv. Date: 8/25/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM014821 <i>Smoke Jumper Trainees Waiting In Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6075226 Inv. Date: 8/30/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM012395 <i>Feeding a Chicken to a Crocodiles</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6075624 Inv. Date: 8/31/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM017652 <i>Colorful Carp Windsocks</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 6075651 Inv. Date: 8/31/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM013945 <i>Omar Ali Saifuddin Mosque</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 7017198 Inv. Date: 2/28/2007 Licensor: Corbis
Imprint: Grolier Inc	
YM013946 <i>Men and Child Praying at Noon Prayers</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 7017198 Inv. Date: 2/28/2007 Licensor: Corbis
Imprint: Grolier Inc	

YM016339 <i>Planting Rice Plants in Paddy, Japan</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 7017198 Inv. Date: 2/28/2007 Licensor: Corbis
Imprint: Grolier Inc	
YM016900 <i>Video Game at Amusement Park</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 7017198 Inv. Date: 2/28/2007 Licensor: Corbis
Imprint: Grolier Inc	
YM010094 <i>Damaged Train Station After Earthquake</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 7005165 Inv. Date: 9/21/2007 Licensor: Corbis
Imprint: Scholastic Canada	

YM009027 <i>Astronaut Ellison Onizuka</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 8013524 Inv. Date: 2/27/2008 Licensor: Corbis
Imprint: Franklin Watts /Children's Press	
Publication: Hawaii (SSS) (PBK)	
License Limits: 25,000; NA; English; license expiration: 2/23/2013	
YM010056 <i>Cracked Street After Earthquake</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 8073846 Inv. Date: 12/2/2008 Licensor: Corbis
Imprint: Scholastic	
YM010056 <i>Cracked Street After Earthquake</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 8075046 Inv. Date: 12/9/2008 Licensor: Corbis
Imprint: Scholastic	

YM010056 <i>Cracked Street After Earthquake</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 8075098 Inv. Date: 12/9/2008 Licensor: Corbis
Imprint: Scholastic	
YM006445 <i>Village Built on Stilts Due to Flood Waters</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 8078172 Inv. Date: 12/24/2008 Licensor: Corbis
Imprint: Scholastic	
YM012948 <i>New York Man and Dog Crossing Street in Blizzard</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 8078172 Inv. Date: 12/24/2008 Licensor: Corbis
Imprint: Scholastic	

YM009722 "Welcome to New Brunswick" Sign in Canada	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 9001095 Inv. Date: 3/25/2009 Licensor: Corbis
Imprint: Scholastic Canada	
YM012829 Flatiron Building in New York	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000014256 Inv. Date: 6/16/1999 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM006445 Village Built on Stilts Due to Flood Waters	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000100688 Inv. Date: 4/16/2010 Licensor: Corbis
Imprint: Scholastic	

YM012948 New York Man and Dog Crossing Street in Blizzard	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000100688 Inv. Date: 4/16/2010 Licensor: Corbis
Imprint: Scholastic	
YM012959 Snowplows Clearing Times Square	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000100688 Inv. Date: 4/16/2010 Licensor: Corbis
Imprint: Scholastic	
YM014823 Smoke Jumper Trainee Jumps From Plane	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000649035 Inv. Date: 6/10/2011 Licensor: Corbis
Imprint: Scholastic	

YM014823 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000649036 Inv. Date: 6/10/2011 Licensor: Corbis
Imprint: Scholastic	
YM014823 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000649035 Inv. Date: 6/10/2011 Licensor: Corbis
Imprint: Scholastic	
YM014823 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000649036 Inv. Date: 6/10/2011 Licensor: Corbis
Imprint: Scholastic	

YM014823 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000724498 Inv. Date: 8/16/2011 Licensor: Corbis
Imprint: Scholastic	
YM014827 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000724498 Inv. Date: 8/16/2011 Licensor: Corbis
Imprint: Scholastic	
YM014827 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000724498 Inv. Date: 8/16/2011 Licensor: Corbis
Imprint: Scholastic	

YM014827 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000724499 Inv. Date: 8/16/2011 Licenser: Corbis
Imprint: Scholastic	
YM014823 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000724498 Inv. Date: 8/16/2011 Licenser: Corbis
Imprint: Scholastic	
YM014827 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000724498 Inv. Date: 8/16/2011 Licenser: Corbis
Imprint: Scholastic	

YM014827 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000724498 Inv. Date: 8/16/2011 Licenser: Corbis
Imprint: Scholastic	
YM014823 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000755805 Inv. Date: 9/13/2011 Licenser: Corbis
Imprint: Scholastic	
YM014827 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 863-783 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000755805 Inv. Date: 9/13/2011 Licenser: Corbis
Imprint: Scholastic	

YM014827 <i>Smoke Jumper Trainee Jumps From Plane</i>	
	Reg. Number VA 924-488 Reg. Date: 11/6/1997 Prior Reg: ✓ Invoice No.: 1000755805 Inv. Date: 9/13/2011 Licensor: Corbis
Imprint: Scholastic	
YM017904 <i>Laptop and Inmarsat-M Satellite Communicator</i>	
	Reg. Number VA 863-783 Reg. Date: 7/31/1998 Prior Reg: ✓ Invoice No.: 7017198 Inv. Date: 2/28/2007 Licensor: Corbis
Imprint: Grolier Inc	
YM019364 <i>Employees Making Shoes at a Reebok Factory</i>	
	Reg. Number VA 1-038-658 Reg. Date: 1/14/1999 Prior Reg: ✓ Invoice No.: 809307 Inv. Date: 10/31/2005 Licensor: Corbis
Imprint: Grolier Inc	

YM018402 <i>Cotton Spinning Factory</i>	
	Reg. Number VA 1-038-658 Reg. Date: 1/14/1999 Prior Reg: ✓ Invoice No.: 6016072 Inv. Date: 2/20/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM018408 <i>Cotton Gin Factory</i>	
	Reg. Number VA 1-038-658 Reg. Date: 1/14/1999 Prior Reg: ✓ Invoice No.: 6016072 Inv. Date: 2/20/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM018511 <i>Crater and Lake Next to the Ocean</i>	
	Reg. Number VA 1-038-658 Reg. Date: 1/14/1999 Prior Reg: ✓ Invoice No.: 6018726 Inv. Date: 2/27/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM018321 <i>Businesswoman and Businessman Shaking Hands</i>	
	Reg. Number VA 1-038-658 Reg. Date: 1/14/1999 Prior Reg: ✓ Invoice No.: 6075769 Inv. Date: 8/31/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM018321 <i>Businesswoman and Businessman Shaking Hands</i>	
	Reg. Number VA 1-038-658 Reg. Date: 1/14/1999 Prior Reg: ✓ Invoice No.: 6108874 Inv. Date: 12/18/2006 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM018423 <i>Man with Llama</i>	
	Reg. Number VA 1-038-658 Reg. Date: 1/14/1999 Prior Reg: ✓ Invoice No.: 7017198 Inv. Date: 2/28/2007 Licensor: Corbis
Imprint: Grolier Inc	

YM019364 <i>Employees Making Shoes at a Reebok Factory</i>	
	Reg. Number VA 1-038-658 Reg. Date: 1/14/1999 Prior Reg: ✓ Invoice No.: 7017198 Inv. Date: 2/28/2007 Licensor: Corbis
Imprint: Grolier Inc	
YM019825 <i>Changi Sailing Club Boats Dwarfed By Tanker Ship</i>	
	Reg. Number VA 1-021-388 Reg. Date: 6/5/2000 Prior Reg: ✓ Invoice No.: 431295 Inv. Date: 10/29/2003 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
YM019881 <i>Fire Stricken Land in Indonesia</i>	
	Reg. Number VA 1-021-388 Reg. Date: 6/5/2000 Prior Reg: ✓ Invoice No.: 809289 Inv. Date: 10/31/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM019829 <i>Indonesian Pirates on Speedboat</i>	
	Reg. Number VA 1-021-388 Reg. Date: 6/5/2000 Prior Reg: ✓ Invoice No.: 829341 Inv. Date: 12/8/2005 Licensor: Corbis
Imprint: Scholastic	
64135 <i>Elderly Woman Walking Past Building with Blue Doors</i>	
	Reg. Number VA 1-115-519 Reg. Date: 3/16/2001 Prior Reg: ✓ Invoice No.: 425479 Inv. Date: 10/20/2003 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	
63980 <i>Kabuki Actor on Stage</i>	
	Reg. Number VA 1-115-519 Reg. Date: 3/16/2001 Prior Reg: ✓ Invoice No.: 727234 Inv. Date: 5/20/2005 Licensor: Corbis
Imprint: Franklin Watts/Children's Press	

YM019908 <i>Mongolian Woman Holding Goat</i>	
	Reg. Number VA 1-199-164 Reg. Date: 9/25/2002 Prior Reg: ✓ Invoice No.: 8020569 Inv. Date: 3/26/2008 Licensor: Corbis
Imprint: Grolier Inc	