

LETTER OF CONSENT FOR USE AND REGISTRATION

This Letter of Consent for Use and Registration is entered into between Digital Playground Inc., a corporation organized under the laws of California with a business address of 16134 Hart Street, Van Nuys, California 91406 ("DP") and VR Innovations, Inc., and Eric J. White doing business as VR Innovations, Inc., a corporation formed under the laws of the Commonwealth of Pennsylvania, with a business address of 108 North 2ND Street, Wrightsville, Pennsylvania, 17368, United States of America, (hereinafter collectively referred to as "VRI"), (collectively, the "Parties").

The parties acknowledge and agree that:

A. DP has used and has acquired common law rights in the mark VIRTUAL SEX, and further, is the owner of pending Applications Serial Nos. 77/614,694, and 77/614,682, for the marks VIRTUAL SEX, and VIRTUAL SEX & Design, respectively ("DP Applications"), and further is the owner of U.S. Trademark Registration No. 3,014,320 for VIRTUAL SEX, and allege continuous use of the marks in interstate commerce since at least as early as 1994, and are now in use in such commerce;

B. VRI has used the common law mark VIRTUAL SEX MACHINE ("VRI Mark"), and further is the owner of U.S. Trademark Application Serial No. 78/034,205 ("VRI Application"), and alleges continuous use of the mark in interstate commerce since at least as early as 1995, and is now in use in such commerce;

C. Each party believes, based upon years of knowledge of their industries, trades, and marketing experience, and based upon their respective knowledge of each other's businesses, that no confusion, mistake, or deception exists or will exist between VRI's use and registration of the trademark VIRTUAL SEX MACHINE for the goods listed in VRI's application, and DP's use and registration of the trademark VIRTUAL SEX for the goods listed in the DP Applications for the reasons that:

(i) consumers of the DP and VRI goods are sophisticated and capable of distinguishing between the goods offered under the DP Applications and those offered under the VRI Mark as identified in the VRI Application; and

(ii) the sales price differences between VRI's goods listed in the VRI Application and those offered by DP in association with the DP Applications further distinguish the products in the marketplace.

D. To date, neither party is aware of any confusion in the marketplace with respect to

the trademarks in the DP Applications and the VRI Application, despite more than nine years of continuous and concurrent use.

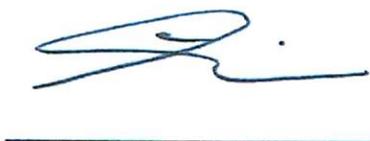
E. The parties agree that in the unlikely event they become aware or are informed of confusion arising from their respective uses of the trademarks in the DP Applications and the VRI Application, they will inform one another of such confusion within a reasonable time period, and agree to work together in good faith to eliminate or minimize such confusion. Each party further agrees that it will not attempt to associate itself with the other party in any way in the future, and represents and warrants that it has not done so in the past.

F. The parties believe themselves to be in the best position to judge whether confusion is likely to result. Due to the current coexistence of the subject trademarks in the DP Applications and the VRI Application without actual confusion, and for the other reasons set forth above, neither party believes that confusion is likely to result from the use and registration of each party's respective trademark for the party's identified goods. Accordingly, each party consents to the other's respective use, registration, and renewal of its respective trademarks for its identified goods, including the registration of DP's pending applications, Serial Nos. 77/614,694, and 77/614,682, for VIRTUAL SEX, and VIRTUAL SEX & Design, respectively.

Digital Playground, Inc.



Samantha Lewis, President

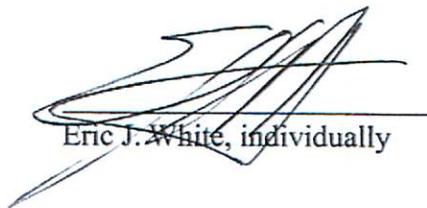


Ali Joone, Vice-President

VR Innovations, Inc.



Eric J. White, CEO/CS



Eric J. White, individually