

**IN THE COURT OF APPEALS OF TENNESSEE
AT NASHVILLE**

FILED January 28, 1998 Cecil W. Crowson Appellate Court Clerk

SOMEDAY BABY, INC.,)	
)	
Plaintiff/Appellee,)	
)	Davidson Chancery
VS.)	No. 95-1389-II
)	
ENTERTAINMENT INTERNATIONAL,)	Appeal No.
INC.,)	01A01-9705-CH-00228
)	
Defendant/Appellant.)	

CONCURRING OPINION

While I concur with the results of the court’s opinion in this case, I have prepared this separate opinion to state my understanding of the court’s holdings. By concluding that Someday Baby, Inc.’s claims should be dismissed, the court has necessarily held (1) that, as a matter of law, the marketing agreement permits Entertainment International, Inc. to include its mini-catalogues in the packaging of “appropriate” products sold to retail outlets and (2) that Entertainment International, Inc. was entitled to a directed verdict on Someday Baby, Inc.’s breach of contract claim regarding the production of the infomercial. The only remaining claims to be addressed on remand are those asserted in Entertainment International, Inc.’s counterclaim.

WILLIAM C. KOCH, JR., JUDGE