Eliot I. Bernstein

Subject: FW: Your Facsimile of Thursday, February 7, 2002
Attachments: Eliot I Bernstein.vcf

-----Original Message-----
From: P. Stephen Lamont
Sent: Friday, February 08, 2002 12:41 PM
To: john.calkins@warnerbros.com
Cc: Eliot I. Bernstein; Chuck N. Brunelas; david.colter@warnerbros.com; Mpegcto@aol.com; chuck.dages@warnerbros.com
Subject: Your Facsimile of Thursday, February 7, 2002

John,
I am in receipt of your facsimile and, truthfully, I am quite perplexed as to exactly what I View It is claiming that is untrue. Moreover, it is relatively early in my tenure, and I have had only a short time to assess the situation, thusly, I would like to understand which parts of the Background section of the proposed Advanced Royalty Agreement "surprise" you, "disturb" you, and what prior dealings between the companies have been "so grossly mischaracterized," as I am equally "disturbed" by an allegation of untruth both to me personally, and to the company I represent in these correspondences.

Furthermore, I have had several conversations with our Advisory Board members, Mr. Greg Thagard and Mr. David Colter, and a proposed member, Mr. Ken Rubenstein. While not explicitly mentioned in these conversations, but as evidenced by the numerous and documented executed contracts, memos, emails, meeting notes, and parole evidence currently in the company's possession some of which I have reviewed, though not all, it is my understanding that: (i) As to Mr. Thagard, while in the employ of Warner Bros., Mr. Thagard had conversations with a previous consultant, Aidan Foley, and that these conversations were centered upon current use by Warner Bros. of I View It techniques and the future deployment by Warner Bros. of I View It techniques in projects including, but not limited, to the URL at www.warnerbros.com, Entertaindom, MovieFly (now MovieLink, I understand), and other projects; and (ii) As to Mr. Colter, currently very much in the employ of Warner Bros., the Company possesses numerous correspondence leading me to the presumption that Warner Bros. was using, now uses, and intends for the future use of I View It processes, in whole or part.

Furthermore, the company is in possession of numerous correspondence from varied memos documenting that several Warner Bros. representatives have been in full possession of the I View It patents pending, and that prior to such disclosure under that certain Confidentiality Agreement ("NDA") dated August 14, 2000, no such video technique existed on any Warner Bros., AOL, or affiliated sites.

Lastly, and not entirely relevant to the issue at hand, it strikes me as strange why one current and one former Warner Bros. employee have accepted appointments to the company's Advisory Board, advised the company accordingly, and accepted warrant grants in the Company presently valued at more than $150,000 per annum, without the knowledge of the existence of such numerous executed contracts, memos, emails, meeting notes, and parole evidence currently in the possession of the company, as outlined above, all pointing to the compelling nature of the company's video techniques as it relates to Warner Bros. delivery of its proprietary content to varied end users.

Finally, and as a result of the above numerous executed contracts, memos, emails, meeting notes, and parole evidence currently in the possession of the company, I find it necessary to advise you, yet again, that, by the terms of that certain August 14, 2000 NDA, Warner Bros. shall:

(i) Paragraph 2, Sentence 1: "(b) not...use any of the Proprietary Information for any purpose without the prior written consent of...Eliot Bernstein, on behalf of the Company;

(ii) Paragraph 2, Sentence 1: "(c) not...disclose any of the Proprietary Information to...anyone...without the prior written consent of...Eliot Bernstein, on behalf of the Company;"

(iii) Paragraph 2, Sentence 1: "(d) not...reproduce, store or copy any Proprietary Information... without the prior written consent of...Eliot Bernstein, on behalf of the Company in the event that the parties do not proceed to an agreement;"

(iv) Paragraph 3, Sentence 1: "...the Company shall be entitled to equitable relief, including injunction, in the event of any breach of this Confidentiality Agreement, that the granting of such relief shall not be opposed, and that such relief shall not be the exclusive remedy for such breach;"

(v) Paragraph 3, Sentence 2: "...defend and hold harmless the Company from any loss, cost, expense (including attorney's fees and litigation expenses), claim, liability, or damage arising from or related to a breach of this Confidentiality Agreement;" and

(vi) Paragraph 4: "This Agreement shall expire three (3) years from the date of execution."
In closing, John, please specifically educate me, particularly in light of the numerous executed contracts, memos, emails, meeting notes, and parole evidence currently in the possession of the company, the reasons for your "surprise", why the Background section of the aforementioned Advanced Royalty Agreement would "disturb" you, and what prior dealings between the companies have been "so grossly mischaracterized," and please document for me any and all prior unauthorized uses, unauthorized uses in progress, and any and all future planned unauthorized uses of I View It techniques covered under that certain NDA dated August 14, 2000.

I look forward to your earliest response.

Best regards,

P. Stephen Lamont
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