

Title of Invention

System and Method for Patent Theft, Fraud on the US Patent Office, Postal Fraud, Business and Commerce Fraud

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Also in this folder are the following miscellaneous docs, not sure how they fit in yet.

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We now move to another folder of Joao folly and a whole new scheme of documents unfolds in this folder of nonsense.

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I View It – Private and Confidential

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REAL 3D + RYJO

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Constitution of the United States of America

Section 8

The Congress shall have Power: To promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries;

Preface:

Three technologies discovered in the pursuit of helping children save the planet that were created using out-of-the-box thinking and have led to significant advancements in virtual immersive imaging and video content creation. They were heralded as “holy grail” finds by leading experts in the industry, worth billions, and this is the story of those who became blinded and those that became heroes and the truth of who really invented what.



Title of Invention

System and Method for Patent Stealing, Fraud on the US Patent Office, Postal Fraud, Business and Commerce Fraud

Inventors of Crimes:

Chris Wheeler
Brian G. Utley
Raymond Joao
Kenneth Rubenstein
Douglas Boehm
William Dick
Steven Becker
R3D
Gerald Stanley
Crossbow?
Ryan Huiseman
Raymond Hersch
Et.al

Cross Reference Applications

None like it, although it will not be the first time that inventors have been frauded by bad promoters and attorneys. It will be a new twist that the patent attorney's have frauded the USPTO, the Postal Services, the IRS, the Department of Commerce and several others.

Field of invention

The present invention relates to how patents that are estimated to be worth billions are stolen for 5 million. More specifically, how to steal from inventors, investors, the IRS, and the United States Patent and Trademark Office (USPTO) www.uspto.gov. Three inventions with an estimated value in the billions annually, per invention, initially determined by leading engineers from Intel, Lockheed, SGI and many others. These items were called "holy grail" inventions and it now appears to have blinded a few. I still believe that these patents are gifts from G-d that come in dreams that oft speak to inventors.

These inventions were created in the pursuit of helping children fix the world we are breaking. Following is a method for trying to steal a gift from g-d to help children, and if you are capable of that, anything is possible. Following are the steps used in the preferred embodiment although some will have to remain trade secrets a bit longer until a further investigation into these claims arises.



It is known in the field of patent fraud that the proprietors, so called promoters or patent attorney's, try to take advantage of innocent inventors and the choice of promoter versus attorney is one of crapshoot versus supposed guaranteed success, if you overcome the prior art. It is supposed to be tantamount to trust your patent attorneys and the attorney client privileges should be upheld here to the highest ethical standards, especially when you have picked the best lawyers and paid in triplicate and it's regarding something our forefathers took special note for. Further, these were not just our attorneys but in some instances shareholders and advisors to the company.

Once a bad promoter or attorney is identified, it is well known that they will attempt to change title out of the inventors name, try to steal patent ideas by filing with others or themselves or just bury the idea and use it. It is also well known that your lawyer Kenneth Rubenstein and Christopher Wheeler would recommend a patent attorney out of NY (Raymond Joao) who we think is part of Proskauer originally. Then we are told Joao is transferring with Rubenstein to Proskauer and then that Rubenstein might not even be with Proskauer. Anyhoots, we would have to put up some big retainer and start flying this guy out from NY and all this was doing was giving Christopher and Raymond time to file around I View It perhaps. Had the inventions been able to be designed around I am sure they would have taken that approach (Zeosync) and when that failed to procure a result, the only option left was to steal.

Why did Proskauer not do the filings? Why do they make us use this expensive guy way away from us who needs upfront cash, etc, we think originally he works under Ken at Proskauer. We are a start-up with very little cash and we are already giving Proskauer a great stock deal to boot, Wheeler lies, I think, and said he does not have a department to handle patent filings at the time. You will see how they keep making us pay up front for Ray's services trying to delay the filings while Wheeler is billing/gauging us with frivolous legal expenses like corporate restructures of restructures of restructures and trademarks on things like my mother's maiden name.

All of these initial delays in the filings are caused by Wheeler/Joao delays and while these delays are occurring patents from others, like Joao are being filed.

Kenneth Rubenstein and Raymond Joao commit major fraud on US Patent office when they knowingly file patents with missing inventors telling us foreigners could not be listed. They also lose patent file 5865-2 of Joao's file folders and Joao claims to have destroyed all I View It notes when he is requested by Foley and Larder to procure these items, and further claims to have done this "to protect I View It"? The frauds include; leaving out inventors knowingly, not filing patents timely on the Company's behalf, then losing priority dates for such inventions and finally filing patents with missing parts. These missing parts later show up in patents filed personally by Raymond Joao. Other missing parts later show up filed personally at Brian Nutley's home address with himself as sole inventor. This appears felonious, furthermore false information was promulgated to the Board and finally they submitted such frauded documents to the USPTO through the US Mail.



Chris Wheeler and Ken Rubenstein when questioned regarding the missing patents Joao lost, they guaranteed that the 3 patents Ray came to Florida to document and took information on, on his first trip, were filed or merged into one. Turns out that by the time he files our second set of patents it is 3 months later and when you look at what he filed it is criminal in that it completely fails to describe the inventions (as determined by now 3 other law firms and finally some are abandoned), this is a direct attempt to sabotage our pool. Chris Wheeler has been scheduling meetings with players like R3D, Hollywood.com, Visual Data, Huizenga (Web Cast) lying to everyone that the video patent is already filed. Then on the 3 hour drive to R3D, we tried to locate Joao as he was supposed to be scheduled to be available for questions, as this was I View It's biggest meeting 20 engineers spawning Intel, Silicon Graphics and Lockheed we were sweating, if they had seen it we would pack up and go home. Ray Joao has disappeared and is unavailable for the meeting and Chris guarantees us all for three hours on the way up that we are ok as we enter R3D, mind you we try calling Ray several hundred times. At the meeting we present, review and disclose the full imaging process provisional patent 5865-1, sure enough at the meeting our biggest fears come true, when they ask us to disclose the video concept and we won't without checking with Joao for confirmation of filing, Joao's still MIA. I refuse to disclose and we decide not to proceed and set a time to reconvene. Chris later at his office cannot find 5865-2. After the meeting, Joao becomes available only to tell us that in fact he had never filed a video patent at all. Eliot one of the inventors, throws a huge rage that it appears to be criminal, what happened, where is 5865-2 are they all merged into one? What is going on, calls ensue for Rubenstein to opine. Huge panacea follows. I would check phone records of everyone that day if I had my dithers. On the other hand, I would look at what happened at R3D with a microscope from that point, sequester all people for testimony and start to follow the technology to the chip and into the camera and into space telescopes and simulators and VR and Cable, TV, etc... and all the other ideas we discussed that magical day.

Chris and Jerry Lewin have already begun displaying technology to people under the false impression that we were covered and we freaked. Rubenstein is called to opine, he calms everyone down by saying that the date of invention determines the date of our patents, not the date of filing and everything was therefore ok. Sounds good to us, but we are still confused on 5865-2 and where it went, Chris is holding investigation, some of Proskauer's employees are confused as to the whereabouts. Turns out this is assessed as potentially very damaging to the Company and its shareholders, as we lose our video and combo patent filing dates by 70+ days.

It is also well known in the prior art of fraud that such proprietors of fraud may have to commit document fraud and file such fraudulent documents with interstate transport through the US Postal systems. Another fraud well known in the art and part of Brian Utley's past, is to fraud again the USPTO and I View It shareholders, when our own attorneys file patents with Brian Utley as the sole inventor and no assignment to I View It and sent to his home place of residence without signing as an employee of I View It. Now take a moment to digest that, most of us most closely involved need a vomit bag

Again our attorney's, Foley and Lardner, filed these patent for Mr. Utley personally and billed us, although they were holding off sending the bills to be nice as claimed later by Douglas



Boehm, (have you ever heard of such a thing a lawyer ((and I have to have a lawyer joke here)) that does not bill when the receptionist puts you on hold), if it looks like a lawyer. .

More interesting news is that Utley has a past with similar claims against him, which his best friend Mr. Wheeler forgot to disclose when he gave his client I View It Utley's falsified engineering resume (see attached Exhibit) (by the way Utley did not graduate college). After doing a background check with Mr. Utley's prior employer Diamond Turf Lawnmower, we find that Mr. Utley similarly filed patents in his own name, causing the owner to fire Brian and take a large loss closing his operations. It's too bad that since Wheeler did the background check personally on Mr. Utley, whom he sits on the Board of FAU with him (watch for infringement here), as well with his ex-employer.

Other frauds would include filing erroneous patents that lose the initial filing dates and extracting the core components of our inventions, which later end up at Utley's house. Further they cover up the constant fraud on I View It and the government by showing inventors one set of patents that they work on and make changes on and then submitting a completely worthless set to the USPTO with US mail services (I think this qualifies for fraud on the USPTO and Postal Fraud by both a law firm and Mr. Utley) as they swear under oath, not sure to which but sure that it was the US Gov and World Organizations. Sending falsified documents such as Brian as sole inventor Exhibit 1, should set new heights of corporate and legal malpractice for all involved. .

When Eliot one of the true inventors becomes aware of several of these accounts and confronts Mr. Ugley during a lunch meeting in California and informs him that he will be the CEO as he has been claiming and must in fact retire, Mr. Utley threatens to tear this company down brick by brick with Chris Wheeler and Michael Reale and leave iviewit bankrupt and that I better watch my step when returning to FL (which I never have again even though my mother has been recovering from lung cancer) and I have since feared for my life, rarely allowing the wife and kids to leave as well. Eliot notifies many friends of the threats and allegations and Eliot moves into a hotel and several weeks later with no home, flies wife (who packs house by herself scarred for us) and grabs kids to hotel in CA for safety. She really hates me as I will not even come home for our son's planned 30 people B-Day party and make her cancel and travel instead. I did not even get to say goodbye to my sick mom, my father, nieces, nephews, friends or employees, this is scarred shitless and with the release of such document I now fear the most for I think they sat rest assured that they had crushed my life to pieces, and yes dear reader, I am obliterated, annihilated, tattered, shattered and battered. My wife and children too and this is when we should be celebrating the birth of such wonderful concepts and the world's acceptance of them.

People think we are a bit nuts when we tell them what is going on, but now that people see that this is really what is going on here, the constant harassment of my life, my family, my companies, they are concerned for us based on the evidence and the power of the people against lil ole us. They have my company already filed into bankruptcy (the guy's stealing the patents, perhaps a briefcase of cash, and my attorney his best friend), they are caught at the apex of completing patent theft on a grand scale, they are the only ones filing all this stuff against us, they have fruaded and misrepresented to the United states Patent and Trademark office, I fear but



my life is but a bullet away. I have children too and as I mentioned it appears that they are capable of quit a bit.

Another thing is that since Utley threatened that they would destroy me, they have succeeded, by filing a fraudulent involuntary bk against the company (Utley Reale RYJO and Hersh), I could not afford to fight, because at that moment our secured lender who was running the Company with our management, you guessed it a friend and introduction of Chris Wheeler, Crossbow Vultures (Hank Powell, Steve Warner, and Dr. (not sure where this degree comes from) René P. Eichenberger stop funding the Company after hearing that the technology is on hardware, like camera's and dvd's and that 4-6 patents look good, and that digital downloads will use etc. Remember I am not sure if they Crossbow are acting independently or as a good-guy bad-guy tag team with Proskauer, but they tell me they are putting in place Aidan Foley (Ex-CEO Kodak Cinesite) and Lawrence Modragon of no particular fame, to meet with the AOLTV Venture Fund that we have been working with for @2years, and, just as we land the account and are designing a pre-paid royalty stream with the WB group, after Hank and Maurice meet with Sony & WB who tell them that I View It's technologies will be the backbone of 5 studios digital download project that Doug Chey of Sony is handling with his ex-employer WB friends; John Calkins, Chris Cookson, Greg Thagard, Chuck Dages & David Colter, et.al. and then pull the plug in deceit and have been trying to kill the company and its relationships ever since. We are signing deal with WB and moving into licensing negotiations with both Sony, WB, Viacom and MGM, all under NDA's, when Crossbow decides to pull the plug on the Company by stopping funds for two months of funding after they had told all management it was done, and then they OK'd flying management out to meet with them in Boca on an all first class ticket for mssrs. Aidan Foley and Lawrence Mondragon. After Aidan met with Crossbow he called and said everything was great and he was on his way to NY to meet with some Crossbow friends and stay in a suite at the Palace. This all occurs being ok'd by Hank that the money was being transferred. Aidan, then all kicked back and comfy at the Palace calls to tell me that Crossbow pulled the plug (see exhibit below). They had just finished collateralizing the asset with secured debt which they told the board which they were a part of that they were to protect us against threatened actions from Utley and Wheeler, which later become realities. Crossbow while selling the secured loans to the board claim that they would never steal the IP and call my father, on tape mind you, a nut for thinking such. I quote Hank Powell at the Board days before he resigns, "Si, it's not a Machiavellian plot to steal your technologies." And the ink had barely dried before they pulled the plug and are now claiming that they own the patents, since they have sent notice of assignment with the patent office. I would say this shows clearly a Machiavellian plot to steal the IP.

This tactic, amongst a host of what appear to be a host of other secured lender violations, such as making (without Board approval) moves that may forever negatively impact our patent pool. Oh, I forgot they made these decisions with I View It's attorneys who they were working with on the patents and paid them, against the express concerns of management. They in fact paid our attorney's directly with no transacted documents for the loan of such amounts and against express demands from the company not to interface with our attorney's. Then they added these fees to our loans and had our attorney bill the Company. I guess you would say that they were arms length in our sphincter.



So now, the plot thickens as you have Chris Wheeler (our advisor, shareholder, lawyer and largest creditor both paid and unpaid, suing all of the I View It Company's, although his bill is mainly with our operating and servicing Company iviewit.com. He files a few days after his best friend Utley is fired and files his fraudulent BK on the Company. Chris (shareholder and all) who loves our technology, now has all of his clients using our processes freely and it hurts to tell my children this. Further Ken's MPEG patent pool now uses our processes and finally the revenues have never come from the pre-paid royalties from the patent pool or at least not the companies' way. Further Wheeler is telling everyone about all this money we will make from his clients if only we can let Utley start an encoding servicing business. Yes this is the same Chris that is the first guy suing all of our company's with his firm and their clients just keep ripping us off, many under NDA.

Ray Joao and Chris Wheeler, despite what they told the board and shareholders etc. did not file the 2 initial patents and nor were all the inventions filed in the first provisional round, preserving our filing dates, instead it appears that the date was never changed back on the video and combo as promised to the Board by Chris, Brian & Rubenstein. Further, it turns out that Ken Rubenstein may have been giving us bad advice when he told us it is "all based on date of invention, no need to get upset," but this may only apply to the US it turns out, as in foreign domiciles it may be first to file, not first to invent. This could be horribly catastrophic and unless the video date can be changed back to when Ray took the info we may have a severe problem here and I View It and the US Government may be denied revenue resulting from this process. According to the patent office, it cannot. I say that would be a violation of my constitutional rights, section 8 re protecting inventors and must be challenged at a supreme level if necessary.

It is also well known in the prior art that such fraud promoters may have to turn friends and family against one another to keep any outsiders from peaking in. So some preliminary examples; fire Jill Iantoni (my sister) because Brian does not get along with her (she is looking for CEO candidate), fire James F. Armstrong for no true reason other than he corrected bad misrepresented math in the financials submitted to Wachovia bank where Brian presents a spread sheet with no cell formula's and math errors abound and Jim later corrects Utley (psuedo engineer) and further the Engineers at Foley & Lardner (must have flunked the math part of engineering classes) on their bad math in the patents. (Armstrong is Eliot's best friend dating back 30 years and an original founder). Fires Mitch Welsch (best friend dating back 25 years) as Gruntal his Investment Banking firm that is our broker at the time has worked long and hard and at the time was having an analyst reviewing us to take us IPO, and further screw Mitch out of his founder stock that they played more games with legal bills for another of the countless that never get completed. Then when Wayne Huizenga sends a patent guy to visit Joao and Rubenstein in NY and comes back saying we had "great technology" but it did not appear in the patents he reviewed, they try to turn Eliot against his father calling my father an "embarrassment" and the reason Huizenga did not invest. Finally, they try and destroy Eliot's long relationships with Armstrong Hirsch (Michele Mulrooney and James Jackoway) by lying about paying their bill, their firm does the most work and most introductions for I View It and get paid the least of all law firms. Fire Guy Iantoni, (brother-in-law), screw Jack Scanlan (Brian made a commission deal with him, without Compensation Committee review, I think, whereby he gave him 10%



gross commission on all cases forever, another moronic deal that Jack tried with great effort to help I View It change to more normal amount and Brian consistently pisses off his attorney (Eric Weissman ex head of WB legal). Brian appears to hate Maurice Buchsbaum and screws him out of warrants and pay even though he is the guy bringing in the money. Brian further grants Raymond Hersch stock for employment without compensation committee approval Si goes ballistic at amount, grants Mike Reale his friend an employment contract overnight when guys like Jim, Guy, Jack, Kevin, Eliot, Jude and Zakirulirul all have been waiting over a year to get one.

Inventors broad array of friends may be where the scheme would never work, inventor starts to put all kind of people like other inventors into mix and demands that the inventors must be listed, he is repeatedly assured that such is done, I believe papers were even drafted by Mr. Joao after he had met with Jude and Zakirulirul. Our attorney's Rubenstein, Wheeler and Joao get angry at Eliot's constant pressure to list inventors properly, constantly trying to separate Jude and Zakirulirul from inventions.

. Inventor becomes very suspicious of these crimes but is forced in circumstance to go along, with fear. Inventor is causing too much commotion so they start turning employees against inventor, telling employees not to listen or work on inventor's clients and projects.

Brief summary of the invention

Surround company with your people who are doing nothing for enormous salaries, execute such strategy to bk company after you get patents switched out of inventors hands, mount company with unnecessary debt with other friends against all logical advice and much board disapproval. Lie and lose patent dates on video (2-3 months) versus imaging. Wheeler then tries to switch patents with his buddies to his "best friend the engineer from IBM who created the AS400 and trained the elite German Engineers", perhaps they were in kindergarten at the time.

It is well known that in invention fraud one must keep the inventors out of the loop and what better way then with a guy who looks so honest running the company; Brian, the inventor of the AS400 and floppy drive, the best imaging and video patent "guru" (Chris' term for Ken Rubenstein) overseeing the patent pool and finally your friends at R3D & WB validating and studying the technologies. Then tell all your clients about this technology and see many of them use it now; see camera's get digital zoom, see movie downloads begin, see DVD uses, see Internet light up with the video, Ken Rubenstein patent pools utilizing scaling and imaging technologies, probably see them patenting around I View It.

It is well known that ego freaks such as Utley in trying to keep scam hidden can not let CEO candidate ever get placed, single handedly ruins Si's relationship with Korn Ferry and keeps promising payment for searches and blows them off to the point that this guy at KF get's pissed and calls Si and I enraged with Utley lies. Also, Armstrong Hirsh is promised again and again to get paid and he lies to Michele which get's her in trouble with her committee and starts to infringe on our relationship, they are lying to me as well regarding having made payments,



finally Alan Epstein and I call Brian and he bumbles through a lot of uh'ing to finally say he never sent the check he sent. Ah, the world of lying, most have us have learned by five that it gets to hard to maintain so we give up, other criminal minds feed off the egoistic sensation of feeling that they have gotten away, until one day as the tangled web of deceit comes crashing down upon them.

Miscellaneous crimes that help fraud promulgators rip off everyone follow.

1. See digital zoom invented by Brian.
2. See Brian fraud investors with cooked books and lies.
3. See suitcases full of cash disappear.
4. See Brian encode Celebrity Sluts with a teenager.
5. See Brian steal equipment and take it to Board member whose loan was made in trust with no documents and not ratified by board.
6. See diversion of funds and corporate strategy (trying to sell shares of I View It for Distance learning company (no board approval).
7. See Brian attempt to bribe employees to steal Ip for \$'s in suitcase.
8. See Brian get caught with Grand Theft and we are not even talking about stealing form the US PATENT AND TRADEMARK OFFICE, when employees would not give him the process information he just stole the encoders with all their proprietary information.
9. See Foley and Lardner switching documents and file numbers and billing IVIEWIT for Utley unassigned patents. This may cost us on camera there is a risk per Coester from Brian's devilish actions.
10. See Ray Joao leave out the word zoom and pan or anything remotely close and no applet out of imaging patents for I View It
11. See Ken Rubenstein patent pools taking advantage of I View It technologies daily
12. See Proskauer clients and Wheeler associates using product
13. See Hollywood.com using it
14. See WB, MGM, Sony, Viacom, etc. using it under NDA's
15. See hardware and software adapt the processes
16. See I View It not get revenues it was anticipating from Wheeler clients and instead see many of them doing it with other encoding firms using our process
17. See Greg Thagard and Ken Rubenstein buddies from MIT Multimedia labs and DVD patent pool creators theorize about use for DVD and Downloadable Digital Movies. See it come out for DVD's and see Anschutz new project to download movies for theaters. Should check Ken and Greg's travel schedules but they are claimed to be traveling quite a bit together.
18. See them all shred their documents

Background of the invention

In the field of fraud it is well know by one skilled in the art (and will become apparent even to novices) that fraud involves deceit, the current state of affairs and prior art is Enron. But he we have a more devilish scam here, a scam to perhaps deny the US out if it's inherent



royalties on 3 products that are currently in use in almost every form of imaging and video. Revenues and royalties for these beautiful inventions should be being paid to the companies and our country, instead we stand bankrupt and abused.

Claims

What is claimed

1. Take image and video technologies to Ken Rubenstein and have them analyzed to see if they are novel. Ken says they are “novel”, a huge buzz follows. Go to R3D and hear they are novel from 20 more engineers, Hassan Miah is also claiming novel and calls it the “holy grail.” Hassan is responsible for the CAA/Intel multimedia lab and is accredited with turning the Internet into a multimedia model from a text-based medium. Wheeler tells us Ken will oversee patent pool for I View It and we can get royalties prior to patent approval if he deems them “essential” to the patent pools.
 - a. 2-23-99 process doc. Forwarded to Ken R.
 - b. 4-28-99 Ken R. meeting re: potential Pres. and CEO (attachments scrambled) NOTE ALL CHRIS MESSAGES ARE MYSTERIOUSLY SCRAMBLED, FROM THE SELF PROCLAIMED TECHNO GEEK, actual insult to geeks)
 - c. 4-28-99 Xing Technologies- Hassan Miah phone mtg.
 - d. 5-22-99 Hassan meeting scheduled at Proskauer
 - e. 5-24-99 Hassan meeting in Florida in Proskauer offices
 - f. 5-26-99 Hassan states enormous potential would like to discuss with Kevin Healy
 - g. 5-28-99 Schedule mtg. For Ken R. and Joao to discuss patents
 - h. 5-30-99 Hassan states impressed with Ken R. can he call and ask patent questions
 - i. 6-7-99 Hassan and Tech are coming to review patent
 - j. 6-9-99 Xing mtg. Confirmed 6-12
 - k. 6-18-99 letter from Hassan Miah re: evaluation
 - l. 6-21-99 comments to Hassan letter
 - m. 9-16-99 Hassan Miah and Xing form 8-k For real networks filed on 8-23-99
 - n. 9-25-99 Hassan brings Eric Camriand from Cinax red flag to watch him
 - o. 9-25-99 links to Cinax, Cinax products software/hardware now all scale
2. Wheeler hears that techs are "cool" (becomes Wheelers buzz word for technologies) and “bleeding edge” Chris discovers this when his “friend” comes to Boca from R3D in Orlando. Gerry Stanley comes to Boca, Chris tries to have me tell him everything in his offices and I won't without an NDA that Chris first says he thinks he has and then when asked to get it comes back with a blank for signature. Won't tell him the process after showing it to him without signature, me and Stanley basically getting in shouting match over it, although it ends friendly when he finally signs NDA. Then we show him, and Chris asks us to tell him the video processes and I won't because we are unsure of the



I View It – Private and Confidential

patent pool status on video filings with Joao (rumor has it that they are lost), although Wheeler assures us that it is filed with 1st imaging patent or part of it. We schedule meeting in Orlando at his offices, Stanley is upset that he had to sign and then could not figure it out after seeing them, Si and Chris very joyous because as Chris says, “if he hasn’t seen it, nobody has” as he is supposed to be leading imaging and video guru in the country. Where is Stanley's NDA, not sure if it is in file? Stanley is blown away but skeptical he has seen video scams before and he is blown away by imaging, amazed that a JPEG can have such zoom, makes me show him file extensions etc.

- a. 4-11-99 Chris Intro to real 3D
- b. 4-22-99 Gerry Stanely received Conf. Agrmt. From Wheeler
- c. 4-30-99 Gerry Stanley meeting with Wheeler
- d. 5-4-99 Gerry Stanley and Wheeler confirm 5-10-99 meeting
- e. 5-12-99 Tony Palmieri at Silicon Graphics cancels meeting
- f. 5-17-99 Meeting in Orlando- Stanley, Rosalie Bibona
- g. 5-17-99 Lockheed to be global 3D Graphics leader by Vaguo Muradian ref:
by Jeff
- h. 5-18-99 Thank you letter to Stanley
- i. 5-25-99 Rosalie Bibona meeting
- j. 5-26-99 Passwords to Rosalie
- k. 5-26-99 Phone meeting with Real 3D re: video process
- l. 5-27-99 Real 3d mtg. Scheduled at Proskauer
- m. 5-31-99 confirmed mtg. For 6-2 or 6-3
- n. 6-3-99 Real 3D for Video Disclosure - Roslaie and Techs
- o. 6-5-99 Rosalie Deal Structure?
- p. 6-8-99 Eric Camirand wants mtg. W/ Stanley
- q. 6-21-99 Task request to Rosalie
- r. 6-22-99 Rosalie Meeting
- s. 6-25-99 Real 3D deal in Word perfect
- t. 6-26-99 Real 3D strategic relationship proposal and strategy meeting to
schedule
- u. 6-27-99 Real 3D letter of intent in text format
- v. 6-29-99 meeting to discuss letter of intent Chris in Utah
- w. 7-6-99 discuss deal
- x. 7-8-99 Epstein to discuss term sheet
- y. 7-10-99 Meeting at Proskauer to discuss deal
- z. 7-12-99 Huizenga and Real 3D to discuss technology
- aa. 7-12-99 Epstein with changes to Real 3d deal
- bb. 7-13-99 Steve Cochran meeting at Proskauer
- cc. 7-14-99 meeting to build cd roms for real 3D
- dd. 7-15-99 meeting at Proskauer to discuss technology
- ee. 7-29-99 EIB to offer a fair piece of company
- ff. 8-13-99 Revision of agreement for meeting 8-16-99
- gg. 9-7-99 Tim Connolly conf. To Utley and confirm. Ryjo signed prior to
briefing with Richard Getner



I View It – Private and Confidential

- hh. 1-17-00 letter for Stanley re: technical applications of our image/video tech for upcoming patent filings
3. This comes earlier. Have Ray Joao who comes disguised as Ken Rubenstein assistant come to get info for image and video patents. Find out he is with other firm, Si asks Chris if liability insurance is big, Chris assures Si and everyone that we would have 2 firms to sue instead of one if anything happens, since Ken is the “point man” on the patent pool for I View It. Further tells us that Rubenstein is moving from Joao's firm and that Proskauer doesn't have resource to file for us at time, so Joao is fine and will be transferring. Did Proskauer have capability, if they did this raises questions.
- a. 3-9-99 meeting to discuss legal contract for patents
 - b. 3-12-99 intro to Joao
 - c. 4-14-99 Kevin Healy to discuss trademark and copyright issues
 - d. 4-21-99 Meeting to showcase technology Chris to schedule time
 - e. 5-11-99 Joao sends unauthorized copy of patent letter regular mail vs. mentioned UPS this is the date of the stamp on envelope
 - f. 5-24-99 Mara and Kevin to discuss legal jargon for site
 - g. 5-27-99 Joao scheduled mtg. Re: patent strength
 - h. 6-1-99 confirm mtg. For 6-2 - Ken R. not available 6.2 or 6.3
 - i. 6-2-99 Intellectual Property issues with Arthur Andersen
 - j. 6-2-099 Ray itinerary 6.10-6.15
 - k. 6-9-99 confirm Joao to Proskauer 6-10
 - l. 6-10-99 Joao cancels mtg. And dinner with Hassan Miah
 - m. 6-14-99 phone joao re Florida trip
 - n. 7-1-99 Meeting to discuss Intellectual Property issues
 - o. 1-6-00 letter to Joao re: new biz plan for videos need paragraphs on status and scope of our patent pool
4. Ray comes to get patent info, I start with imaging and Jude & Zakirul are on the way. Ray does not know Jude and Zakirul are on the way. Zakirul arrives and we are complete on both processes, show him all steps, all software and hardware, he takes diligent and thorough notes and when Zakirul arrives Ray wants to throw him out, tells me not to have him add anything, becomes very panicked and says foreigners may not be able to be inventors and we should not say anything until he opines with Wheeler. Asks all these questions about Zakirul and Jude and if they work for us etc, I explain that we are mainly working on a dinosaur story to warn children of the dangers of their often greedy parents using all their resources, a recurring dream I have had since walking out of a coma, a broken neck, shattered face, and complete internal organ meltdown after hitting a car carrier and have 3 Cadillacs fall upon my head, in which I had some very strange dreams to say the least. Raymond Joao takes all patent ideas and splits back to NY in faster than a NY minute. Tells me to leave no copies anywhere and give Chris everything to hold, I do likewise. I later call Chris to confirm and he says he is checking on it with Joao and that we may have to get Zakirul and Jude in country first, he has a guy to get them in, and not to worry they can fix the filings later.



- a. 6-8-99 meeting with immigration specialist
 - b. 6-14-99 meeting with immigration
 - c. 11-10-99 Brian to Ron Storettte re: hiring Zakirul
5. Now 2 patents should be filed but because of this, the video appears not only not filed but missing and now they think we will need to have Ray come back (very expensive) and do it again with Zakirul and Jude, this is because I go to USPTO site and read that basically if you were a murderer you need to be listed as an inventor on a patent to make them valid and I start to cause concern. Board is calmed by Wheeler that no dates will be lost we begin asking for Joaos filings and we are now missing 5865-2. Wheeler begins telling people I am nuts with Brian. We never find it again, Wheeler is checking into it, I am sure his report and investigatory notes will be in his "accurate files" that's off a great tape.
6. Go to Real 3D with a whole group (Eliot, Si, Lewin, Wheeler, Zakirul (they tell us not to bring him but I think we do) and Armstrong. On the way there Wheeler is questioned about patents and assures everyone that Joao has us covered, we try calling on the drive up 3 hours, but I have not had confirmation and I think 5865-2 is gone.
7. Arrive at R3D where they take all our cases etc, except our display in big suitcase with pillows and flat screen, very strange but cool. About 10-20 engineers are brought in the room from all walks, Lockheed, Intel and SGI. We are asked to present so we start with imaging and after they see, Stanley asks everyone to guess, no one is close. Stanley asks me to tell them how it is done and Si gets concerned that we don't have NDA's on everyone, Chris assures Si that they are under Stanley's and Si insists that we need one for everyone and we get copies and everyone signs and Chris takes a list of all names. (Chris had changed Joao's NDA suggestions that we tape everything and also confirm in writing all correspondence and materials and ideas discussed) he later says he did this because it could put us in a liability position if we failed to write such letter. After the meeting Wheeler says he will follow Joao's advice on this meeting and this is why he needs to keep all NDA's to send out such notices. We presume with meeting and I tell them blow up image to size of empire state building and frame it in small frame, viola. They claim "10,000 engineers in a room for 10,000 years would have never gone about it this way. This is huge moment.
8. We start video presentation and we show them. Then they tell us we must present on their system off our website, so we set up a "special line" and our computers are put outside, we go to site and they are blown away. Again, Stanley asks everyone, no one is even remotely close. He asks me to tell them, I ask my group to step outside for a sidebar. I ask Wheeler if we can tell them, he assures that NDA covers us, but I ask about not having patent filed, again I think we try to get Joao but he is MIA, and Si say's no way, after conferring with Lewin, Armstrong, Si, Eliot and Wheeler we decide to reschedule. We go back in the meeting and decide to adjourn until we can reschedule a



discussion on how video works. Wheeler says we might not have patents filed yet and we all look a bit cross-eyed at him.

9. Gerry Stanley turns to Rosalie Bibona his right hand top engineer and asks what the market value of the products would be. She starts with the imaging and we discuss that it would apply to deals that they are doing with camera manufactures, chips, simulators, telescopes, microscopes, software and about everything that uses images and estimates several hundred million dollars a year. She says that if after she reviews patents etc. and determines if video is real (although it had just played from my website in Boca to their site on their stuff, I suspect she knew and they might have done this test to copy our files etc. didn't think that until later) that the market would be billions that it would "revolutionize" video in low bandwidth environments and may have applications across the board on hardware and software. And if we could develop, perhaps together the combination of the two ideas zoomvideo it could be priceless, and we decide that Chris will draft immediately a JV and R&D deal. He also has us agree to let R3D to use the inventions at the upcoming SIGGRAPH convention and we agree to let them under Chris's assurances that he is one of his close friends and would never ever screw him or us, he is of the "highest honor" and then sells us his military background as evidence. He is also in charge of writing everyone to Joao's specs for an NDA, even though he convinces us at lunch that we would be more at risk having to write everyone if we fail. Joao later argues that you can make it either way.
10. Finish meeting we are jumping up and down, rich men. Chris says we must make sure video stuff is done ASAP and he will confirm with Joao, says we must get someone to do R&D, thinks he has someone, it hit him the other day that his best friend is an old IBM engineer responsible no less for things like the as400 etc and that he thinks he is not working currently and also sits on FAU board with him, enter Mr. Brian Nutley. Chris will check but he claims this would be perfect because he has many patents and he could work with Rubenstein and Joao and the 3D engineers on the testing phase of the concept. He tells us of his stellar community achievements and sits on the Board of FAU with him and his past employer a gentleman and scholar Mr. Monte Friedkin. I think you need to call Monte for the Full Monte on Utley.

a. 7-22-99 Brian Utley Meeting

11. Dinner at Erika Lewin's for her B-Day. Our house is broken into while we are out and the patent files are missing, the computers have all been opened, the alarm is on, the patio door is broken open. We freak. We call Wheeler he tells us he will notify police he knows chief or something and he can get us PI but it will cost, and that we should give him everything from now on and he will keep it safe in his offices, we deliver volume of stuff to his offices. Sliding glass door remains forever broken. Candice and I are scarred shitless.



12. We think it may be Lewin or R3D, we are unsure. Everybody becomes suspect, you almost want to call it inventor paranoia but this stuff is all real, maybe they thought no one would ever believe it. So Joao's patents start disappearing, he is supposed to send them to us overnight and then about 4 days late after multiple calls to find him, it arrives with missing patents and opened to our condominium. This is remarkable, we call Wheeler and he tells me to wrap it in plastic and bring it in for fingerprinting he expresses great concern, Joao claims his secretary Nicole had mistakenly sent it USP not UPS, funny when we called about it she never said anything. Call Ken Rubenstein, he opines, that it would be best if it was opened by an engineering school because he goes on to explain that patents are public documents and that we have marked our place in history upon invention and that now even if gets out we will be able to monetize all these avenues with our patents. Seems very weird, so Chris says that we have no worries, all is OK, and not to be "paranoid anymore". I joke with everyone that I will be anti-paranoid now that I understand this better and that we are OK, I can stop eating the patents and not to be "paranoid anymore". I joke with everyone that I will be anti-paranoid now that I understand this better and that we are OK, but I ask Wheeler were 5865-2 in package is and it is gone from package and replaced with another number.
13. Zakirul, Eliot and Jude (to come later) go to Proskauer to do conference to go over video information in a taped interview with Joao now he claims he needs to get the information from the other inventors after "Eliot's astute catch at the USPTO (maybe I will get an honorary legal degree with my honorary math degree for the inventions, no skip the legal). Shocked and allegations are arising that Joao is not filing when he says he is and that a long gap may have developed in the video filings. Chris & Brian to calm board. We tape this call and this tape is submitted to Gloria Burfield for very safekeeping at Proskauer, with others. When we show up at Chris Wheeler's Jerry Lewid is there unexpectedly and he follows us into conference room and when we call Ray we ask him to leave, he laughs and asks why and I tell him that he does not need to be in the meeting. He steps outside and Chris was not there either I think, but anyway we start talking to Ray and explaining and suddenly Jerry's coat begins to whisper, Jerry "we can't hear, we can't hear" and Zakirul and I look all around for the source of this weird noise and it is in Jerry's coat pocket.
14. We run out of office into the hall very afraid and get Gloria, we decide until Wheeler deals with this we can't go back in. So Wheeler or someone else perhaps, Rocky Thompson accosts us in the hall and asks us what's going on, after telling him he tells us to wait while he confers with Wheeler about what to do.
15. Rocky gets us a new conference room, not sure how safe, me and Zakirul freaking, tell Jude later and we are afraid of Lewin and his intents, Joao and his intents, but Wheeler is investigating it and assures us that any impropriety will be resolved to the fullest extent of the law.
16. Wayne Huizenga (of Blockbuster, Waste Management, Dolphins, Autonation fame and friend of Lewin and Wheeler) meetings are happening and Wayne Jr. is blown away they



have another internet company called Webcasts they claim has nothing even close. To boot they have many clients and companies that could use it and they can get us into Blockbuster (who later tries a broadband movie down-load with Enron that Brian tells us he has ties into) and Wayne Jr. and I dream of the endless applications. Also main tech guy for Huizenga cannot figure it out for the life of him and when asked how it was done he gave the a far off guess and when we told him everyone laughed and Wheeler recounted the R3d meeting to him to make him feel better. Later Huizenga intro's us to guys at webcast before we disclose to them under NDA's from Wheeler, they too have no idea. Huizenga at a meeting in Wheeler's offices gives us a check with no documents they love the technologies so much (later Utley will secure funds without documents, although he fails to get Board approval for such transaction). Now Wheeler again tries to introduce us first to a group of Huizenga guys who don't want to sign NDA's but end up signing them Barney and ?. They turn out to not be from Huizenga's companies as Chris has represented but from other mystery companies, Si very uncomfortable although Chris assured us they were under Huizenga's NDA. OOPS, it appears they are not and Chris again has to get NDA's, I still don't disclose, I am very uncomfortable with these guys and so is Si.

17. Wheeler basically says no Huizenga money without Brian at helm, the Board again rejects, Brian to stay president, everyone wants CEO except Chris who wants Brian as CEO and basically threatens me (although prior he had only recommended him for an engineering study for R3D and Hassan) that if Brian is not elected Huizenga will pull out and that my father is wild hare that must be retired from the Company and that I should replace him, they later demote him to Chairman Emeritus, these kind of things really hurt Si who is emotional and kind and furthermore the most trustworthy person I know, I true believer in integrity . Then Wheeler tells the board against all other advice that we have to put the patents in IVIEWIT or else Huizenga will not invest. Everyone else had said to leave them in the inventor's names and license out to company. Chris claims he can maintain through his corporate "wizardry" and Arthur Anderson, Si, Epstein, Kane, Lewin are very concerned that patents could be at risk and Si repeatedly asks Chris for a letter outlining what would happen under his new structure if bk. Everybody is very confused and saying we will have to open all kinds of entities and the patents could be exposed to liabilities. Wheeler tells us he can handle it for nothing and since we are doing the stock deal with their firm and all, he will just need to open a separate company anyway for his stock and a few others, it would be completed without much cost. I feel as if another Cadillac fell out of the sky on my head. Wheeler discounts Joao's advice here as well and says Ken Rubenstein and Arthur Andersen guys agree that he is right and it can be accomplished and otherwise Huizenga says no go.

- | | |
|------------|--|
| a. 9-15-99 | Don Kane added to advisory board |
| b. 5-9-99 | Phone meeting with Chris Brandon |
| c. 5-21-99 | Chris Brandon @ Huizenga scheduled 5-21-99 |
| d. 5-27-99 | Jerry Lewin to coordinate meeting in Ft . Lauderdale |
| e. 6-1-99 | letters to Huizenga |
| f. 6-21-99 | Huizenga meeting |



- g. 6-21-99 Utley meeting
 - h. 7-1-99 Huizenga meeting
 - i.
 - j. 7-31-99 meeting set for 8-3-99
 - k. 8-2-99 intro to webcast
 - l. 8-5-99 Presentation meeting to webcast
 - m. 8-20-99 Scott Klososky at webcast "hopes to work something out together"
 - n. 8-30-99 Chris and Brian to Huizenga alone
 - o. 9-19-99 forward Chris Brandon Bond and Breast cancer links
 - p. 9-23-99 Stephen Filipek attorney for Huizenga on Patents
 - q. 10-02-99 Simon to Brian not to talk to Chris Brandon until issues resolved
the deal outlined is not acceptable
18. We are scheduled to have meetings with Joao and we are getting notified that Zakirul and Jude will be on patents as inventors with me. Ray tells us everything is being cleaned up and filed correctly.
19. Need to check on date but Joao is finally filing video patent. We are all confused as to date being so much later than other one. Wheeler consults with Ken and tells us that patents are based on date of invention so thank god we are safe again.
20. Time fly's we are being introduced to all Wheeler friends, Hollywood via AHJTW and now Chris and Brian tell everyone that we should start a servicing operation and validate the technology with some accounts since patents are filed, this will validate technology and perhaps make us the McDonalds of encoding and imaging 3d worlds with Chris' world class introductions and Brian's IBM connections (never met one, "how very very strange"). The Board has quashed this idea of a service company once at the beginning and why we set up the company as an LLC for licensing opportunities and small a R&D force. Chris is telling everyone that his clients who are looking at the technologies alone and Huizenga's company's and R3D company's etc. we should open this and be profitable almost instantly, he assures us that Utley will be meeting with Jim Armstrong all of his premiere contacts and his University, blah-blah-blah-blah. Most board members are unsure of how we will finance this with Huizenga's money and Chris says they will probably fund more. We go to Huizenga but he wants the patent review and so he sends patent guy out to Joao and I think Rubenstein. He comes back claiming patents fail to capture invention, again all hell breaks loose and Ken is consulted and then they tell everyone everything is ok and we have another meeting scheduled with Huizenga and Chris and Brian ask me not to attend. I had been hanging out with Wayne Jr. and all their senior guys and now everyone does not want me to attend, he tells me between Brian, Jerry and himself, they have already scored the 1.5 Million and therefore no need that I attend, my inventing job done, they had already confirmed the deal with Cris Brandon. This meeting between our group was at Wheeler's office and Si, Jerry, Utley and I were there. I think Jerry might have gone to meeting not sure, but somehow Si goes and when they come back it is disastrous, they tell me Huizenga is not investing because of my father and that he has got to go, they call him an embarrassment and that he ruined the



investment. I believe they are full of shit but I must try and find out what happened, Si is hurt and defensive of the accusations they say he must be out of the way according to Huizenga. Might this have been an attempt to cover up Cris Brandon's results of the patent pool review?

- a. 6-21-99 Ubid - proskauer presentation
 - b. 6-22-99 Getty Museum conf. call
 - c. 8-13-99 MGM interested IVIEWIT encodes James Bond Trailer
 - d. 8-19-99 Showcase demos to MGM and Den after confid.
 - e. 8-26-99 Acronym established ZAPI files 8-29-99 Wheeler to trademark
 - f. 8-26-99 Meetings set with Disney, Chris Pula for 9-8-99
 - g. 8-28-99 Doc McGee confidentiality
 - h. 9-10-99 Epstein forwards deal with MGM for Bond
 - i. 9-13-99 MGM needs letter, Disney sending Toy Story 2, Calpac virtual city, Versify wants license
 - j. 9-14-99 Valerie Swift at Versify states great technology hopes to include iviewit in versify offering
 - k. 9-15-99 thank you letter to David Neuman at Disney
 - l. 11-11-99 Pixelon Launch Party
 - m. 12-23-99 letter from consultant Danny Sokolof re: Pixelon
 - n. 12-24-99 Epstein states meeting with Microsoft too soon
 - o. 12-29-99 Microsoft meeting officially held off
 - p. 1-16-00 intro to Picture 3D
 - q. 1-19-00 intro to Play Inc. by Jeff F.
 - r. 1-24-00 draft proposal for Nomad - Danny Sokolof
21. Visual Data meetings happen and we find out that one of Lewin's clients HotelView, the first one he introduces us to is using our video on a medical site and we go screaming to Wheeler who watches the video and is also convinced it is our technology that we had disclosed to these guys in his offices under his NDA and he says he will start investigation and call Lewin, this is delicate but everyone who sees it feels it is necessary even though he is Si's neighbor. Lewin is asked his involvement he says he hardly knows them, it was someone he knew awhile back that he thought would be interested. Someone then sends evidence of his involvement with these guys up to the level that his firm had prepared audits for them up until they went public. Lewin is re-questioned and he has foggy memory but it clears up when we hand him document in Wheeler office stating he did their books and new them well. Wheeler again is launching investigation and going to have a letter drafted for Jerry and his employees, everybody is really concerned Wheeler again is launching investigation and going to have a letter drafted for Jerry and his employees, everybody is really concerned, Wheeler again clears the air to the board and Jerry assures the Board that no information will flow to Visual Data from them anymore and any use of our video was strictly on a testing new site basis. May be that Proskauer also had involvement with these guys and Chris may have failed to mention this to board and to get his employees to do same if true. Not sure but we should check his involvement with these guys.



- a. 6-3-99 Lewin becomes Board Member
 - b. 6-19-99 Intro to Boca Research
 - c. 6-21-99 intro to Visual Data
22. Not sure but I would look closely at other Lewin/Wheeler dealers like Hollywood.com where Jerry calls from his home to have us do a demo for Mitch Rubenstein and his wife who own hollywood.com. Jerry tells us it's ok he has nda, no sweat he will give it to Chris, later Chris confirms he has it, then when we feel they are infringing he can't find it, etc.... Sportsline.com, FAU medical, Florida Atlantic through Lewin again, all same story, tell them through Lewin/Wheeler NDA's etc. and next they are all using it without authorization as well. Wheeler keeps telling us that we will collect soon, etc. and he will investigate and talk to his friends. Utley lets his gliding club demo the technologies etc. Utley also tells us he is gliding buddy with Jim Clark and like best friends with head of Akamai that he is getting us into and head of AT&T he is working on all these in private but is close on all.
23. Crossbow
- a. 8-8-99 Business Plan to Hank Powell
 - b. 8-13-99 Hank Powell , David Salim and Phillips Point meeting
 - c. 9-29-99 Boca office opens all meetings prior conducted at Proskauer
 - d. 9-29-99 iviewit board meeting game plan
 - e. 12-30-99 Utley and Epstein to convert iviewit to corporation
 - f. 1-4-00 private offering consultants love technology one thinks the co. is worth over 500M going to board to discuss possibilities
24. A Year has passed almost, and provisional filings expire and Ray Joao is suddenly in the limelight again, as Brian starts claiming he has somehow missed the invention in his filings. He says may be minor but he will replace Joao with Bill Dick the guy who handled the entire Asian patent pool for IBM, he will be able to get us big blue, etc. He is at Foley, we are sick of Joao but with filing date coming soon, we fly him again out to Boca , I think third time we need to confer with his records. He comes out but he gets wind of Foley and he is very weird about the patent and he keeps going into lab and we have people in lab and working on patents outside of conference room and at Wheelers. We get suspicious and Zakirul and I get a copy for a final review and go downstairs, we note many changes and go to Ray with them, he again disappears and tells us all changes have been made, we ask for a copy of everything he has worked on he gets kin of defensive but says he has to go to Wheelers to print doc. Comes back and me and Zakirul go outside to review, all changes have been made, we seal the document in the fed'x and go upstairs. Ray in a snide comment tells me that "documents can be switched" (he had just found out from Brian that he was being canned) and I am like what, did you just say that, he says he was only kidding but with all that has gone on, I decide not to let him fly back to NY to file but that we must hijack the patents and get them to the US Post office ourselves. Erika, Jen and I hijack patents from Ray, cut check from the register and go running for the post office. Erika keeps receipts and notes check in book, (get bill to



get the actual check and register entries. By the by, it is interesting that we all start questioning why Brian who had been handling the patents with Ray and Ken was unaware of these flaws earlier. Brian said he was very concerned that Ray might be up to something but says Foley will start investigation, tells everyone, board, not to panic that we must wait for Bill's Dick evaluation. Well the evaluation is that Joao's work is bad, might have missed the zoom and pan and scaling of video, they are not sure, Ray is sending them incomplete files, possibly missing documents, etc.

25. Well now we have great cause for concern, Buchsbaum is freaking out says Crossbow must know, Brian is trying to tell him to hold off until the investigation is over. They come back to tell us that we **should and might and may** be able to fix all Ray's work, and **should not** miss any priority dates, they are concerned that it might be too far but they feel comfortable that we do not need to launch full scale congressional investigation that **they think** they can resurrect everything and make sure all the dates cover us back to priority. They are not happy with the filing date of the video being incorrect and are not sure that Rubenstein's earlier advice about it claiming back to invention date is correct. Part of their due-diligence will be to check it out.
26. Foley comes out and meets with Zakirul, Jude Brian and I and several others and we go through whole thing with them and they claim when they finally understand what it is we do that we have invented new math, (similar statement to Bibona of R3D and Huizenga's guy Robert J. Henninger who tells my father I may get an honorary math degree some day and this statement might have been one of my father's proudest moments). Further that this math applies to every form of video and imaging etc. They are hiring Chris Taylor to study if 320 is better than 640 and 160, call it the "sweet spot". We go through whole process, show them process in lab etc.
27. Brian hands me a bunch of patents to sign and says we only have a few hours to file them. I tell him I can't sign blank forms for things I have not read. He gets very angry and says we don't even have time to photocopy and have me read. We call Foley they say it is due tomorrow, and Jim Armstrong, Jennifer Kluge and I, start copying late in the afternoon. Brian is furious, he has a murderous look to his face and tells me just to sign the blank signature forms and give our review later. Jim Armstrong and I get the patents and head over to a restaurant where we work until closing and then after at my house, correcting all the mistakes we find. It appears that these patents are missing almost everything we told Foley about and have all this new math and it's all wrong. We are perplexed and tell Si, who tells us to call a taped meeting with everyone including Wheeler. We do so. The meeting and all that was said is on most the tapes I sent over. We find them blaming Ray again, he has told Foley that he had destroyed all notes, etc. on his files. We find that the math and wording are all wrong and they have missed all the pertinent verbiage we have discussed. Wheeler tries to defend Joao's work and says that the word zoom did not have to be in, the word enhanced was enough, etc. We start asking why engineers are making math mistakes, why inventors are not being called on long before 1 day and why they are still missing things like we don't need to be on a network, etc. We also hear that there are other things that Brian has in his possession that



are not in the company's possession and we ask Brian what and he and the Foely guy's mumble about spreadsheets but it is very suspicious, Buchsbaum and I have sidebar and can not believe what we are hearing. It sounded like they were referring to Brian's other patents but we thought we were nuts. So we correct with them for several hours their math and I think we do it over 2 days and then they go to file at midnight they assure everyone corrections have been made. We ask for copies of filings and we get back wrong math again this time filed with swapped signatures and now on file with patent office. Doug says he called for verbal approval, must have been sleep waking, for those of you who know me it must have been the one moment I slept that year. We call everyone together again on this bizarre turn of events could they have knowingly filed wrong math, what would be the intent??? And they try to explain but it is very weak, they assure us **minimal risk, small window, only if someone is writing around us** could these **minor** math errors and the likes affect us, they claim some square roots got eaten by hungry computers and that I should have caught it earlier, hard when you never have seen them until now. Somehow be a problem only if some of the correct math is in Utley's name at his house, that they had prepared for him. We want full explanation from Foley in writing about the potential liability the company could suffer after what we find out, in all these taped conversations, that the next day they filed the wrong application with my signature. Where did they get my signature if Doug in his letter says he got verbal confirmation from Brian and I to file? Sig switchers, I just hate it when that happens. I would never had signed until Jim and I reviewed, he waited by his phone all night too. Again, Wheeler pops in saying it will all be fine and he will begin to have conference and investigation into matter, Brian appears shocked and confused at Foley's incompetence but he also starts sweating profusely. He tells us Bill's Dick will get this resolved, we will be at no risk, he is not to blame, (although he is too blame for all this nonsense), and they say they have told Brian that his math is wrong. I think there may have been an earlier call with Foley in which they covered up their math mistakes and assured us all that we were going to get everything in order, mistakes would be corrected and all would be fine, doubts dates **could** have major impact. Assures Si their liability coverage is paid. Si and Chris want letter of what is going on. Boehm they tell us is fired for his incompetence and that he is going back to college to finish up his mathematics! As if this rectifies the situation

28. Where is 120,121,122,122,123 at this time???? What happens to 101 or how to drop the first number of a spreadsheet to add or subtract at the end or in the middle, a trick learned by the great frauder Raymond Joka.
29. At about this time Utley lies in a meeting with no less than Universal/Vivendi and the most knowledgeable Jerry Pierce presses on Brian for where he got his engineering degree, very embarrassing when we find no engineer but instead find Utley the janitor of IBM Germany basically. Epstein leaves meeting saying he will not take IVIEWIT to any more meetings with Brian in the picture, most embarrassing meeting of his life, after meeting he pulls Buchsbaum & I aside from Brian, Buchsbaum is amazed. We decide we need to start to take serious actions to get rid of this fake.



30. Maurice notifies Crossbow – again why no actions against those stealing from us? This poses serious questions about intent.
31. All studios are notified after Universal, in fact before leave the Universal lot David Colter is calling saying what happened Greg just got off a call from Pierce and says Utley is liar and fool and does not understand our product or basic math. We are all concerned that our engineer Brian is a fraud as Chris had sold us on his capabilities, as something he is not and never was. David Colter told us Greg Thagard explained our technology to Pierce and all was cool but that we should stay out of studios until we clear Utley matter up and get rid of Utley, in fact he calls Utley from London telling him to not contact ANY WB employees. When Greg explained to Jerry, Jerry told him that it was unbelievable that Greg needs to explain our processes for our company and that Utley can't add and doesn't understand basic math.
32. We are to meet referral from Thagard (DES – Digital Entertainment Studios) were Thagard is on the board of a very large and prestigious encoding house in LA and Hassan Miah (from way back in story) is also on the board. We go and Utley instead of trying to make outsourcing deal of our encoding business with a license royalty back from DES, which was the intent of meeting, Utley instead tells this top of the line encoding company that we will service their Florida business if they give us some California business, another deal kill and embarrassment to the Company. (and we should run through the deals he killed and how, when we get a long minute but the list is all Goldman Sachs client referrals and AHJTW (Armstrong Hirsh Jackoway and Tyerman for those of you not in the know) clients aka the finest entertainment lawyers on the planet earth. And this may come to pass that their antics have ruined one of my best friends and the strongest client I ever had. Again Utley tries to turn my friends against me, time will tell, as I believe once the truth is told AHJTW will handle the book follies etc, the modern day Quixote.
33. Utley and I go to lunch, I tell him news that Wachovia, Board and studios all will not vote him CEO. He gets enraged at me and tells me if he cannot be CEO and Aidan Foley is, he claims he will tear the company down brick by brick with Mike and Chris, and bankrupt us if he has his way. He tells me I better watch my step when I return and I don't know who I am messing with, tells me he can kill the company like he built it and me. I try to tell him that it is the whole board's decision and I am not a sole decision maker, I tell him we can make him emeritus president and hang plaque, he went nuts.
34. I freak, he didn't just say he sprayed it. I notify just about everybody from here to there that I am threatened and that this guy means business. David Colter and I talk at great length he fears for me too and he offers me to stay at his house for a while while things settle down and maybe not go back to FL for a few days. I decide that I am safer in a hotel and never leave, I call my wife; tell her I am not coming home, very scarred for my life, her life and the kids lives. Tell her she may have to pack up whole house by herself (try that one on your wife one-day and if she doesn't kill you you have found true and unconditional love, no more Depach) and come to CA and join me in hotel with kids.



She cancels Jake's 2nd B-day party and splits with kids and we live in hotel 3 months, thanks to friends with good rates. Causes great anger and hurt for parents, remember if I have not told you that I had moved back to FL from California to be with them because of their health conditions. Aidan Foley's girlfriend works at hotel, how quaint. Our friend also works at St. Regis chain and helps us because she fears for her best friends life, a most brave Mollie DeKold.

35. It is almost surreal at this moment in time.

36. Oh by the by, Wheelers emails have been getting returned and corrupted and he always is proclaiming himself a geek. Old ones are getting corrupt, we get worried and we ask him to print them all out when he assures us of his accurate record keeping, etc,. Sends us pages and pages of crap. Anyway, money is supposed to be coming into the LA office to help us get equipment as WB wants us to take over their encoding operation, we have moved into the Warner Brothers building, they are bringing in tapes, we are inventing ideas together, things are great on my end. Brian and Ray on the other hand are telling the world a whole different story and they say they have not received money yet from Crossbow who came out and agreed to fund the LA office after meeting the entire WB group and staff and committing the Company to accept the business and take over their operations. I call Hank and ask where money is for equip is he is making us look like morons and we have tacky 3rd generation furniture and crates that Mike Reale said would do fine. Hank says Brian said he sent 100k to me already and that further I was spending money like a maniac according to Brian and that he had paid me another 50k or so in expenses to stay at this 5 star hotel that I was living it up in. The Presidential Floor mind you, and dear reader, it is oh so the joy of life to have friends who help a friend in need when one is scarred for ones family, anyway Utley tells Hank it is where Reagan stay's for 5k a night, little does he know that it's a whopping \$69 a night. Oh the pain of getting caught in your lies, remember back to your childhood when this was the greatest sin, not lying, but getting caught. Brian and Ray and Hank and Maurice all want copies of bill as if I had lied to them. Brian had a quote for \$225 for me at Beverly Hilton but everyone decided this was cheaper and better for my family until we found living space here. I abandon my home in FL, Si gets stuck with much expense and hates me for taking the g-kids away from them, yet they too are afraid and cannot believe this is really happening. The company gets hosed having to relocate at enormous expense, all my stuff gets delayed in delivery as Raymond Hersh for several months fail to pay the bill for an entire shipment of valuables and office files. They keep telling me out of money in Boca, little did I know they were actually flying teams of people around the country staying in fine hotels for a new venture to turn the Company into a distance learning company with some guy in NJ, they have Proskauer start filing new companies and drafting mergers with NO board approval or even mention. I tell Hank that they have sent me no money and in fact Maurice confirms such to them and that my reimbursements aren't paid and this loan of 80K they stole earlier from me (another story another month, my f'n hand is falling off). Hank was basically calling me a liar and a thief. I told him to get his ass on a plane and make the trip to LA and find my hidden Rolls. Hank and Buchsbaum tell me Brian is telling people that studios are dead and we are bullshitting Crossbow (because



the shit is hitting the fan over what happened at Universal & WB with Brian's lies (and mind you dear reader that LA is a really small town, Utley's name spread like AIDS and this hurt the Company in many facets). Utley holds private meeting, again no board approval with Crossbow, no invitations accept to his thieving goons, and tells Crossbow distance learning is way to go and that they want to change the company and have begun to do so. From these private meetings with Crossbow regarding the new plan, Hank is even confused as to what is going on and Hank fly's out to touch and feel everything and check for my hidden Rolls Royce. .

37. Hank now comes and meets with studios and finds out our technology will be backbone to MovieFly (5 studio project), on DVD's, in camera's, etc. Hank and Ravi promise to get things turned around, I tell them that when we restructured their holdings they had promised to help find and back the management team and would bring new capital if I could get WB and Sony to start working with us. I came through on my end and brought in MGM, Universal and Fox all under NDA to boot. Hank brings sidekick to CA a very polite Ravi Ugale and they meet with Doug Chey and David Colter and they are ecstatic that not only are we in MovieFly but many other applications for Sony and WB, such as camera's, Tivo's, etc. Hank too is embarrassed by I View It's offices that Mike and Brian had claimed were lavish, we quip that it is 100k worth of third hand junk and he promises to take care of everything, We decide it best to meet clients outside the office. Maurice has been hammering away that we are missing massive opportunity to start encoding and that WB is dropping off tapes. We have no equip to encode. We go to dinner at magic castle with Epstein, Maurice?, Hank, Jack Scanlan, Colter and we determine that Brian is mad as cow and needs to go to pasture. I get sick and these guys have long conversations about how to get Utley out.
38. Hank assures David, Doug, Epstein et.al. that even in the face of what's going down that the company is strong and they are backing all the way, all will be cool and rest assured they will stand and fund the company as David and Doug gets ready to take us to AOLTV Venture fund, Heidi Kraull, Raduchel, Leonsis, etc. We are on our way to Virginia and have passed all validation markers and are now encoding for WB, meeting with some of their partners like TeraNex (who are more NDA infringers intro'd by Wheeler friend), we need new management and to get rid of operations completely and get prepared for license opportunity and business model. Talks of J-V with CVC aspire, etc. Hank and Ravi like Aidan and Hank has several private meetings with him, and he says to sign him up.
39. Meanwhile Brian is on a rampant plan to bk the company padding bills with his friends and billing our attorney's without authorization, certainly over his 5k board limit, he files for new corporations, etc. Allegations abound and evidence spews of impropriety in almost every transaction Mr. Utley and Why? If you are Brian you must try and hide the cat from getting fully out of the bag, do everything to destroy company and evidence with your friends, and kill the shareholders, and then top it off with trying to steal core elements of the patents to your home, unassigned (why doesn't Crossbow NOT take aim at him all this time for any of this nonsense?? Or ??????????) As you can imagine and



you do not even need really a leap of faith to get there at this point, its getting out of control, Utley must force the company into bk and steal the assets through secured loans with his friends and Wheeler would stand to gain on the BK with his over and over and over and over again inflated billings. Get's WB to dump us in scandal they don't want to deal with bk company, Utley starts firing office correspondences in a smear campaign to clients and others without consent or discussion with the board, when asked he stated wheeler advised him to do this but we ask why not send to everyone why wb and select few and none of his friends etc.

40. Hank starts requesting that David Colter let him talk with Heidi Kraull privately without him to feel out the deal for us, he knows her from other Crossbow deals with AOLTW. David is against this, says it will move things too quickly, I View It not ready until management etc. Hank presses David who calls me very concerned, Hank now is blowing her off and making a complete fool out him and our company, David feels that we should wait to complete the steps outlined by John Calkins (the best hair and angelic smile) review. Change management, change business model to no service, all license and R&D and get technical white papers completed are his demands, WB starts reviewing our candidates with Crossbow. David fears that Hank will cause trouble by messing up his plan of movement for the company within WB and AOLTW. Hank will not take no and keeps pushing for this meeting with Heidi and him to take place but always finds a way to fail her on promised things and finally embarrass us as we invite the top brass of AOLTW to a Nascar race guests of I View It's advisor George DeBidart who owns a few teams. We leave because of Crossbow all these people standing in the cold with no tickets or anything promised, this went over very well. Finally, David gives Hank the OK to call Heidi and get her the information. I do not, nor does David, I think, know if this occurs.
41. David and Greg Thagard are invited by Crossbow (Hank asks me not to come) to West Palm Beach to meet Zeostink and come back telling me that with some FAU professors (raise flag here) and the leading mathematicians of the world they have discovered a technology that will render IVIEWIT useless. Strange why Hank would do this to I View It. Prior to the meeting I did not know Zeosync and it is strange Hank would bring it to our leading client that would be destroyed by this tech, not that if they had what they claimed they should not be entitled to their royalties. David tells me trip was 70% Zeosync and 30% I View It. Zeosync after I start to investigate with friends, smells like a way to describe scaling using math formulas, no, breaking math laws or ripping them off or frauding them, and I get Jeff and others to investigate. We investigate math guys who are listed on their site including Nobel guys, and suddenly no one is saying that they know these guys. Zeo launches press report a few months later and is hailed as a scam, no mathematicians they said were on their board are, and further they remove all names off their site that were touting their breakthrough. Look to Chris and Brian and FAU is very suspicious here. Suspicious in that how is FAU and Florida State (not sure what name of 2nd school is) are they now doing whole distance learning stuff on their site using scaled video when they met with I View It they had no comparable product and dreamed of it's importance to their DL objectives, medical, blah-you know. FAU according to



Chris and Brian was always going to be the first client with all this encoding for the school. I would look in depth at FAU and their growing multimedia department and their use and any patents from any professors in these areas. Zeostink is a pointer to the past.

42. About this time Aidan is negotiating his employment contract with Crossbow directly and I call Steve Warner to assure him that Aidan is worth the staggering amounts he is requesting, Aidan had asked me to put in the call from the office. Steve tells me he already spoke with Aidan and they are near agreement, they will shore things up in FL that everything looks great and we will be in Virginia soon to negotiate with AOLTW with both Aidan and Larry handling for them. Aidan tells me to take a fully company paid vacation and relax.
43. Aidan works with Thagard and Sony to assess license revenue on the inventions and Thagard later brags on a jet with Epstein and Colter that Aidan should do very well with Crossbow, with the revenue numbers from their studio alone.
44. Crossbow appears good guys, working with Aidan and Larry weekly on strategy and negotiating salaries and such with them, Aidan, Larry and Crossbow working on the next set of patents, appears things are going to be resolved with new Counsel Blakely. We are back on track, or so it appears, on our way to Virginia to meet AOL troops. Aidan at helm, Larry at side (or inside), Crossbow assures Colter that they are continuing funding, assures everyone. Then Aidan comes to our office for one of the few visits in many moons, before the trip to Crossbow to present his and Larry plan to me. Plan is pre-pack pre-backed fudge packed bk???? They show me and tell me Colter is in on it, when I call Colter and ask him he says they told him we were re-organizing and putting in new management and a new license business model according to Thagards numbers etc.. Never mentioned bk. I write poem to him Insipid Little Cockroaches (see attached poem) to him before we have chance to iron out the truth, and it appears he is betraying our friendship etc. The poem is later re-directed to appropriate scumbags; Larry, Aidan, Wheeler, Utley. Should send copy to Crossbow now that they are part of stealing scheme.
45. Larry calls to tell me I am an idiot, that Crossbow intends to have their own bk, wash away shareholders and debt and re-organize with him and Aidan most likely, they have worked this out with our bk counsel in FL. Has cocky attitude as if this was planned with Crossbow, he informs me that it will probably be something like 65% Crossbow, 25% new management and 10% for creditors like Brian and Wheeler and the remainder to us, if any. I must say I was blown away by this call, which prompts reply to Crossbow. (See Exhibit)
46. Get worried, Aidan and Larry have been interfacing against us, wonder what they have done to patent pool. Send a letter reminding them that in no way should they make ip decisions without board approval, they go ahead with Crossbow and make major decisions on pool all without any board actions, all against the direction of management. Wonder why Hank is interfacing on patent decisions that should be made by Company



and board. Hank is in a rush, I am not, I call Blakely and tell them no patent decisions or funding without Hank paying his past bill with them which they are harping on me about and they should return any checks that are not sent by the Company other than his payments. I tell Hank until he clears up 2 months of financing, no foreign patents can the Company afford, he pays Blakely without our knowledge. Tell him I want to see him suffer 21 years over lost world revenue and since he is trying to kill us it will be just reward, “since I don’t care too much for money” and you know the rest of that tune, “money can’t buy me love”. We call Tom Coester, Hank and I, and he agrees to pay entire past bill of @12k, plus he is checking on getting the 2 months + of past funding and then pay for certain countries to be decided on by the Company, he goes against what the company thinks is right here and makes his own decision on countries and patents to pursue. I freak on everybody when I hear that we are losing initial priority date and that Brian's camera patent **exposes us to risk** somehow and that losing initial date may hurt us although Tom **thinks** it through and **thinks** it poses no risk. While we are supposed to be checking with board etc. Hank sends check direct to our lawyers and makes final decision himself, no loan agreements are signed or anything. Appears to me that Crossbow has own objectives, maybe we should check Swiss counterparts for patent pools in this arena. We have always been concerned about this. Also considered about instances with Hank’s son (see attached)

47. We are stiffed for the 2 months that Crossbow was late and had promised to everyone, in fact as Aidan was leaving to Florida, 1st class tickets, he assured us that the money was being transferred into his new account. Bill begins to tell everyone checks are being cut.
48. Now obviously if you are attempting to hurt the company, this is perfect. We are forced out of the WB building, we cannot continue to earn revenue, we are being shut off on all fronts, impossible to raise capital with Brian and Chris legal issues, WB very concerned over bk (or so it appears). Hank it appears is making decisions with Aidan and Larry to change course of patent pool.
49. Brian, Mike, Hersh, Reale and Wheeler are in charge of transferring the Company documents to I View It in CA per Board taped calls and what they send is; Incomplete patent files (Utley’s stuff missing), Incomplete Corporate Documents, Erased databases, hosed computers, no records of loans etc, no minutes for most Board meetings, etc. To imagine this was before Enron, it set precedence. Remember blinded reader as surely your eyes must be filled with tears, these are your trusted advisors, your lawyers, your accountants, all working to steal from you. Violating all ethical consideration, violating their oath, I guess as I look it the only way to prevent this in the future, from others not so strong as myself, is off with their f’n heads. Same concept would have worked well for Anderson and Enron had anybody the decency to pull out the guillotine and start whacking, we would have had some heads roll but the firms and the establishments of honor and trust would have been restored. All in favor of the guillotine, send me an email.



50. They must silence this we must counter **The National Intellectual Property Law Enforcement Coordination**



Exhibit 1 – Case of inventor fraud perpetrated with I View It Counsel and Brian Utley

Utley's name as an individual not President of Iviewit, the patents sent to his home address, having no assignments filed for I View It. Or how to commit fraud on the USPTO, your investors, the Company. This hurts too much to write a synopsis on and that's pretty bad for a poet.



Atty. Dkt. No. 57103/123

U.S. PROVISIONAL PATENT APPLICATION

for

**ZOOM AND PAN IMAGING
DESIGN TOOL**

Inventors:

Brian G. Utley
1930 SW 8th Street
Boca Raton, FLORIDA 33486
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



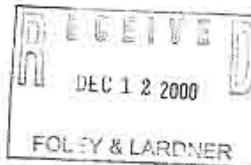


UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20531
WWW.USPTO.GOV

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
60/233,341	09/18/2000	Brian G. Utley	57103/123

Foley & Lardner
777 East Wisconsin Avenue
Firststar Center
Milwaukee, WI 53202-5367



FORMALITIES LETTER



00000000005502300

Date Mailed: 12/04/2000

NOTICE TO FILE MISSING PARTS OF PROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(c)

Filing Date Granted

MP
RESPONSE DUE 04 FEB 2001
DEL FEE

An application number and filing date have been accorded to this provisional application. The items indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The statutory basic filing fee is missing.
Applicant must submit \$ 150 to complete the basic filing fee and/or file a small entity statement claiming such status (37 CFR 1.27).
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$50 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 200.

A copy of this notice MUST be returned with the reply.

James Washington
Customer Service Center
Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY

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12/1/00 *12/14/00*

I View It – Private and Confidential

Excerpt from Blakely Sokoloff Investigation after finding Utley patents, these were not forwarded with the Corporate Documents.

Zoom and Pan Imaging Using a Digital Camera	P020 (file 122)	Brian Utley	United States	Serial No. 60223,344	Filed 09/18/00	Not assigned.	Pending (Provisional Application expires 09/18/01)
Zoom and Pan Imaging Design Tool	P021 (file 123)	Brian Utley	United States	Serial No. 60223,341	Filed 09/18/00	Not assigned.	Pending (Provisional Application expires 09/18/01)



Document to change Utley patents back to I View It



BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP

A LIMITED LIABILITY PARTNERSHIP
INCLUDING LAW CORPORATIONS

TELEPHONE (310) 207-3800

FACSIMILE (310) 820-5988
(310) 820-5270

BS TZ_MAIL@BSTZ.COM
WWW.BSTZ.COM

INTELLECTUAL PROPERTY LAW

12400 WILSHIRE BOULEVARD
SEVENTH FLOOR
LOS ANGELES, CA 90025-1026

OTHER OFFICES

AUSTIN, TX
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**Confirmation
Copy**

August 4, 2001

**CONFIDENTIAL COMMUNICATION
ATTORNEY-CLIENT PRIVILEGED**

VIA E-MAIL
(And Confirmation By Mail)

Eliot Bernstein
IVIEWIT.COM, INC.
505 North Brand Boulevard, Suite 1420
Glendale, California 91203

Re: Powers of Attorney for Six PCT Applications:

Apparatus and Method for Producing Enhanced Digital Images Serial No. PCT/US00/07772 Our File No. 005707.P009PCT Foley's Reference No. 110	System and Method for Playing a Digital Video File Serial No. PCT/US00/15406 Our File No. 005707.P012PCT Foley's Reference No. 113
System and Method for Streaming an Enhanced Digital Video File Serial No. PCT/US00/15408 Our File No. 005707.P010PCT Foley's Reference No. 111	System and Method for Video Playback Over a Network Serial No. PCT/US00/15602 Our File No. 005707.P016PCT Foley's Reference No. 118
System and Method for Providing an Enhanced Digital Video File Serial No. PCT/US00/15405 Our File No. 005707.P011PCT Foley's Reference No. 112	System and Method for Providing an Enhanced Digital Image File Serial No. PCT/US00/21211 Our File No. 005707.P018PCT Foley's Reference No. 120

Dear Eliot:

Being e-mailed (and enclosed herewith) are six (6) Powers of Attorney for the subject PCT Patent Applications, one Power for each inventor named in any one or more of the PCT patent applications, and one Power for the corporation, Iviewit Holdings, Inc. Three of the Powers require your signature, as follows: (i) one by you in your individual capacity; (ii) a second by you in your capacity as designee of the corporation to sign on behalf of Brian Utley (we hope the PCT Office will recognize Utley's having granted a Power of Attorney to his corporate employer); and (iii) a third by you for the corporation in your capacity as its Secretary. Kindly sign where your



BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP

A LIMITED LIABILITY PARTNERSHIP
INCLUDING LAW CORPORATIONS

Eliot Bernstein
IVIEWIT.COM, INC.
August 4, 2001
Page 2 of 2

signature is indicated on the three Powers of Attorney and return the original executed Powers to our office via mail (we need to have each Power with an original signature). Also fax each Power to us at (310) 820-5988, to expedite the process.

As we discussed, we request that you also forward each of the three remaining Powers to Jude R. Rosario, Jeffrey S. Friedstein and Zakirul A. Shirajee, respectively, for their signatures. Kindly instruct each of them to execute the Powers and to return the originals to our office by mail. In order to expedite the matter, request each of them to fax a copy to us, if possible.

If you have any questions, please feel free to contact my Assistant, Jan Gass. We appreciate your attention to getting the subject Powers executed and returned to us. We will then attend to their filing with the PCT Office.

Best personal regards,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN, LLP



Digitized Signature

Norman Zafman

NZ/jg
Enclosures

cc: Ross Miller (w/Enclosures via E-Mail)✓

P.S. to Ross Miller:

Ross, please attend to getting a Board Resolution appointing Eliot as the corporation's designee for signing the subject Power on behalf of Brian Utley. We talked about this in the context of giving Eliot comfort; however, the PCT Office may well request such a Resolution (in addition to a copy of Utley's Employment Agreement, which we already have).



Now as Foley resigns from counsel months later and files to remove themselves from the patents they still never mention Brian's patents. Very confusing which ones they chose.



FOLEY & LARDNER

ATTORNEYS AT LAW

BRUSSELS
CHICAGO
DENVER
DETROIT
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE

FIRSTSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

ORLANDO
SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
bgrossman@foleylaw.com

WRITER'S DIRECT LINE
(414) 297-5724

April 18, 2001

Mr. Brian G. Utley
President & COO
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: Notification of Renouncement of Power of Attorney
For All Pending International PCT Applications

Dear Mr. Utley:

Enclosed for your records is a copy of the Notifications of Renouncement of Power of Attorney, which were filed with the United States Patent Office on April 12, 2001 in connection with the following international PCT applications:

International Application No. PCT/US00/07772
Apparatus and Method for Producing Enhanced Digital Images
Our Ref.: 57103/110;

International Application No. PCT/US00/15408
System and Method for Streaming an Enhanced Digital Video File
Our Ref.: 57103/111;

International Application No. PCT/US00/15405
System and Method for Providing an Enhanced Digital Video File
Our Ref.: 57103/112;

International Application No. PCT/US00/15406
System and Method for Playing a Digital Video File
Our Ref.: 57103/113;

International Application No. PCT/US00/15602
System and Method for Video Playback over a Network
Our Ref.: 57103/118; and

1.3

201 892520.1

FOLEY & LARDNER LLP

FOLEY & LARDNER LLP, 777 EAST WISCONSIN AVENUE, MILWAUKEE, WISCONSIN 53202-5367, (414) 271-2400, (414) 297-4900, (414) 297-5724



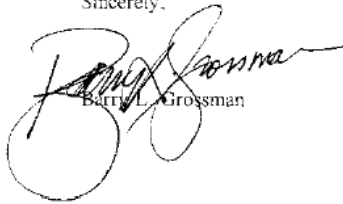
FOLEY & LARDNER

Mr. Brian G. Utley
April 18, 2001
Page 2

International Application No. PCT/US00/21211
System and Method for Providing and Enhanced Digital Image File
Our Ref.: 57103/120.

As stated in previous correspondence, we have taken steps to withdraw as your counsel in these matters because of your large and long-standing unpaid bill.

Sincerely,



Barry L. Grossman

Enclosure(s)

001.052320.4

Exhibit 2 – How to claim others ideas as your own

Attached are inventions done by the I View It group far prior to Brian even arriving on the scene. These show more intent of him trying to claim inventorship to our products and perhaps walk away with it. Were these ever filed as provisional? If so, who filed? Also, looks a bit like remote control video application that Foley may have abandoned? Also, looks a bit like what Joao is trying to get in auto patent and healthcare with remote control video and associated interlaced data and controls. These ideas were implemented in demo fashion far before Brian was employed, the fact that he claims inventorship are absurd.



**Invention of Controllable Image Presentation with
Audio and/or text Accompaniment**

Object: To control a presentation image by a program within the computer or remotely over a network such that when the program is initiated it will control the presentation image by selecting panoramic and/or zoom parameters in order to focus the attention of the viewer on particular elements of the image. The program may also control an audio track or text box to explain to the viewer details of the image.

The program may be initiated by the viewer or automatically upon selection of the image.

Martin Marten
Witness
Date: 3/8/00

[Signature]
Inventor
Date: 3/8/2000

EV 41
41.1
B 1





Invention of Image Overlay Over the Web
To Facilitate Expanded Presentation Facilities

Object: To create an image overlay for the purpose of further defining the image, superimposing graphics and superimposing text. The overlay is controlled by software on the computer hosting the display device or over a network. The software may be initiated by the operator/viewer or automatically upon selection of the first level image.

This invention also contemplates multiple layers of overlay for complex presentation purposes.

Manda Marticon
Witness
Date: 3/8/00

[Signature]
Inventor
Date: 3/8/2000

EV 41
41.2
BIN 1



Exhibit 3 – Timeline of Incidents and allegations, hints and innuendo's



"2002 05 20
evidence.xls"



"2002 05 07
Timeline.xls"

Exhibit 4 – Utley Resume as submitted by Christopher Wheeler to I View It and Board

Wherein he is touted as an Engineer, they also change my resume to who I am not and I get very upset and in fact joke in many meetings that I hand it out that it must be my alter ego. See how Brian goes from no degree to a degree he later claims in biography submitted under oath to Wachovia Bank for the Investment thing they were doing.



Invention of Image Overlay Over the Web
To Facilitate Expanded Presentation Facilities

Object: To create an image overlay for the purpose of further defining the image, superimposing graphics and superimposing text. The overlay is controlled by software on the computer hosting the display device or over a network. The software may be initiated by the operator/viewer or automatically upon selection of the first level image.

This invention also contemplates multiple layers of overlay for complex presentation purposes.

Maurice Martineau
Witness
Date: 3/8/00

[Signature]
Inventor
Date: 3/8/2000

EV 41
41.2
Bw 1

1930 SW 8th Street
Boca Raton, FL 33486

Personal Resume

Professional History:

President, Diamond Turf Equipment, Inc. July, 1995 to July 1999.

In 1995 the company was engaged in refurbishing obsolete and run-out golf course maintenance equipment and had annual sales of \$250K. Since that time the company has been transformed into a manufacturer of new machines which compete favorably with the best of the market leaders and an expected revenue for 1999 of \$6M. The design of the machines was by Brian and was accomplished while putting together a manufacturing and marketing team capable of supporting the rapid growth of the company.

President, Premier Connections, Inc., November, 1991 to present.

Premier Connections provides consultation and support services in computer and related business management. Customers have included IBM and other small businesses.

IBM, October, 1955 to October, 1991.

Brian retired from IBM as Vice-President and General Manager, IBM Boca Raton.

Prior to his assignment in Boca Raton Brian spent 5 years in Europe as Group Director for PC's and small systems. This responsibility covered all aspects of product management for all European, Middle East and African countries.

In 1983 Brian was appointed General Manager, IBM Biomedical Systems and asked by the IBM President, John Opel, to evaluate develop the long range strategy for this business unit. Brian subsequently reported back to the President that the Business Unit, while quite viable, should be sold to a related business in the medical community. Having received approval to do so, he negotiated a profitable sale for IBM.

Between 1965 and 1983 Brian was the project and systems manager for many major IBM computer systems which earned IBM billions of dollars in revenue. The most notable of these was the S/38 and AS400, one of IBM's most technology aggressive development programs ever and still one of IBM's most popular systems.

Brian entered the IBM laboratories in 1959 and immediately became the most prominent engineer on his first project with many innovative designs. As a result of this he was assigned to the German IBM laboratories to train German engineers in computer technology. He has been awarded a number of patents the most recent of which was granted in 1998.

From his start in October 1955 to the time he entered the laboratories Brian was a customer engineer responsible for maintaining IBM equipment on customer premises. During this time he self taught computer technology and transistor theory and developed the first IBM field course in transistors. This is the accomplishment which led to his assignment in the laboratories.

Education:

Having been born in England, he attended Beverley Grammar School and graduated in 1948 at 16. In 1949 he emigrated to the United States and completed his senior year at Ogden High School, Ogden, Utah.

He attended college at Weber College, Ogden, Utah and San Francisco City College completing two years of study.

Hobbies:

Brian is a jogger and for 40 years has been an avid glider pilot with many competitive successes.



Here, Utley suddenly becomes graduate of San Francisco college in resume submitted for Wachovia bank OM

Brian G. Utley, President (67) - For over 30 years, Mr. Utley was responsible for the development and world-wide management of many of IBM's most successful products such as the AS400 and the PC. Entering IBM's executive ranks in the early 1980s, Mr. Utley's impact was felt in all areas of IBM's advanced technology product development, including Biomedical Systems, European Operations, and most importantly, IBM's launch of the Personal Computer. Following the introduction of the PC in the United States, Mr. Utley moved to Europe where he was responsible for a number of IBM's overseas activities including managing the launch of the PC across Europe and the Middle East. His career with IBM culminated with his responsibility as Vice President and General Manager of IBM Boca Raton with a work force of over 6,000 professionals. **He is a graduate of San Francisco City College. WHAT IS DEGREE??**

Here Utley has no school in earlier than Wachovia BP bio

Brian Utley, President and Chief Operating Officer - Mr. Utley has been involved in the computer industry since 1955, 37 years of which were with IBM. He has been in senior management and executive positions since 1965 culminating in his responsibility as Vice President and General Manager of IBM Boca Raton with a population of over 6,000 professionals. During his career he has been responsible for advanced technology product development on many fronts. In addition he was responsible for a number of IBM's overseas activities including product development, product management and market development. The most notable of which was the introduction of the IBM PC to Europe. Mr. Utley is well known for his technical expertise as well as for his focus on quality, team building, organizational skills and commitment to results.



Great reference from Monty Friedkin, fired Brian for stealing IP on lawnmowers and hates him, tried to have Brian turn over IP when he wouldn't Mont closed down operation

1930 SW 8th Street, Boca Raton, FL 33486

Writes patents in his own name without telling employer, employer fires him for such act.

Personal Resume

Professional History:

President, Diamond Turf Equipment, Inc. July, 1995 to July 1999.
In 1995 the company was engaged in refurbishing obsolete and run-out golf course maintenance equipment and had annual sales of \$250K. Since that time the company has been transformed into a manufacturer of new machines which compete favorably with the best of the market leaders and an expected revenue for 1999 of \$6M. The design of the machines was by Brian and was accomplished while putting together a manufacturing and marketing team capable of supporting the rapid growth of the company.

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In 1983 Brian was appointed General Manager, IBM Biomedical Systems and asked by the IBM President, John Opel, to evaluate develop the long range strategy for this business unit. Brian subsequently reported back to the President that the Business Unit, while quite viable, should be sold to a related business in the medical community. Having received approval to do so, he negotiated a profitable sale for IBM.
Between 1965 and 1983 Brian was the project and systems manager for many major IBM computer systems which earned IBM billions of dollars in revenue. The most notable of these was the S/38 and AS400, one of IBM's most technology aggressive development programs ever and still one of IBM's most popular systems.
Brian entered the IBM laboratories in 1959 and immediately became the most prominent engineer on his first project with many innovative designs. As a result of this he was assigned to the German IBM laboratories to train German engineers in computer technology. He has been awarded a number of patents the most recent of which was granted in 1998.
From his start in October 1955 to the time he entered the laboratories Brian was a customer engineer responsible for maintaining IBM equipment on customer premises. During this time he self taught computer technology and transistor theory and developed the first IBM field course in transistors. This is the accomplishment which led to his assignment in the laboratories.

Education:
Having been born in England, he attended Beverley Grammar School and graduated in 1948 at 16. In 1949 he emigrated to the United States and completed his senior year at Ogden High School, Ogden, Utah.
He attended college at Weber College, Ogden, Utah and San Francisco City College completing two years of study.

Hobbies:
Brian is a jogger and for 40 years has been an avid glider pilot with many competitive successes.

all bullshit, Monty took 3.5M loss. Maybe was cooking books here too.

what is this??

So he is business analyst for President and teaching German engineers computer, pretty diverse if true, wonder if he taught math and accounting

Critical Grammar school. Major engineering degree in engineering an engineering degree.

claim that Brian is most prominent engineer. Degree from?? Honorable degree 'who did he teach self taught technology and transistor theory? His self teaching led to assignment in labs??

This is candidate that Wheeler sells to everyone as candidate capable of completing R&D and Miah engineering analysis of our products: After reading this you would think he was competent. After finding out truth this is the first document that is a fraud perpetrated by Wheeler to the Board and a long history of lies follows. Brian is even believing this himself and constantly calls himself an engineer to everyone.

oh by the by; he is caught lying in meeting with Universal studio when he bumbles on basic math to a top engineering dude at Vivendi Universal who asks where he got degree and Brian admits no degree. Alan Epstein abhorred after the meeting says his firm AHJTW cannot introduce iviewit to any more clients for our product until this liar and frauder is thrown out. SVP of Advance Technologies - Jerry Pierce calls Greg Thagard at WB and asks if he is nuts and knows if this guy Brian is a fraud. David Colter immediately calls me and I tell him it was perhaps the most embarrassing moment of any meeting I had ever been in and WB also makes the position known to Brian himself that he cannot be CEO. This is when Brian threatens Eliot with BK and his life and things unravel here on Brian, we find that is writing patents into his name, may be stealing money from the company and IP and proprietary equipment.



Exhibit 5 – Stealing Intellectual Property Equipment

Correspondences regarding theft and embezzlement of I View It IP to Distance Learning Company owned by I View It board member and investor Bruce Prolow and Tiedemann/Prolow Investment Company. This will become more apparent when combined with the following police report

This will become more apparent when combined with the following police report

-----Original Message-----

From: Eliot I. Bernstein [mailto:res0bf4a@verizon.net]

Sent: Wednesday, June 13, 2001 9:21 PM

To: Ross Miller (E-mail); Ross Miller (E-mail 2); William R. Kasser (E-mail); William R. Kasser (E-mail 2); Simon L. Bernstein (E-mail)

Subject: Missing Boca Equipment

[Please read this email from Matt Mink it clearly indicates that Mike and Brian have iviewit equipment.](#)

-----Original Message-----

From: Minkvideo@aol.com [mailto:Minkvideo@aol.com]

Sent: Wednesday, June 13, 2001 4:50 AM

To: tyrexden@yahoo.com

Subject: Re:

Tony,

Everything is good. I finally have my computer back and I am editing again. I am trying a little marketing right now. I have an ad going into a local vendors magazine and I have been meeting and contacting other video companies in my field to let them know that I am available to shoot and edit. I met with Zakirul one day at his school and everything seems to be going well with him too. Mike Reale has contacted me twice too. I guess he has the bomber and the computer I worked on and there is an administration password he can't get by. I couldn't help him there. I guess Tammy won't help him out.

When my computer went down I lost Dreamweaver, Fireworks and my encoders. I didn't have any backups for them. I know better this time. I am backing up everything.

Take care and I'll talk to you soon.

Matt

-----Original Message-----

From: Minkvideo@aol.com [mailto:Minkvideo@aol.com]

Sent: Wednesday, May 01, 2002 5:15 PM

To: t.rex3@verizon.net

Subject: Re: from Tony!

speaking of New Jersey....Mike Reale called me after i was let go....could have been a few weeks to a month about passcodes to computers and if I wanted to go to New Jersey to help set up their new operation with the distance



learning because I knew the iviewit processes. If you mean stuff like that let me know

Matthew

5 Continued - More Brave Employee's Testimony

March 28, 2002.

This is my recollection of the events last year which took place after the Iviewit staff was informed that the company would soon be closing, and we were all losing our jobs:

Shortly after a conference room meeting with people who Scott Murphy brought in, a video tape is brought into the lab. It is made clear that the tape belongs to Scott Murphy's associates, and I am instructed to give the utmost care and attention to encoding this tape, which is of pornographic nature. The number \$7 million is repeatedly mentioned as possible revenue should Iviewit get this pornography account. The tape is initially previewed in the lab when Mike Reale plays it in a VCR. I am present, along with Tammy Raymond, Network Administrator, and Courtney Jurcak, a teenage female technician. I believe Matthew Mink was also there. The tape is played using zero discretion. I am instructed to do my best in encoding this material, because as it was put to me, the deal could possibly serve in saving the company and everyone's job. To make clear, this episode all happened after a conference room meeting, in which Brian Utley announced to all Iviewit employees that the company was closing, effective immediately. After this announcement, and before the porno tape came in, my self-given job responsibilities included make closure to the Iviewit Boca Raton lab by packing away equipment for West Coast shipment, and informing our current clients that we would be doing no more work for them. I ran a very generalized encoding session over the porno tape. I remember meeting one of the main slimeball porno guys during this general time. He pointed at my computer screen and told me he needed the videos to look better than they did so he could offer something on his porno sites that no one else had. I didn't bother to use any special proprietary processes on the video because I was not personally motivated to do a good job on the tape. Approximately, the next day, I am summoned to the conference room where sits Brian Utley and Raymond Hersch. There is a large TV web monitor at the end of the conference table connected to the Internet, and I am instructed to use it to play the porno video which I encoded, and was now streaming live from our streaming server. I play the video, they watch. Comment on various visualities from the encode. They ask me questions. I am slightly embarrassed and want no part of it, and made a decision to myself that had they asked me to do further work for this client, I would decline. I was very shocked at the casual demeanor of these two men during this conference room porno review. Up to that point, and since the day I began at the company, I was informed that Iviewit would never have anything to do with adult content. The technology simply would not be used for those avenues, and I was made aware that stockholders and board members specifically stipulated these points. During this general time, (but a bit later, because I remember some of the other technicians had already worked their last day), Mike Reale brings in a gray suitcase into the lab. The suitcase is constructed of a very durable nature and locking mechanisms. He opens it in front of me, and it's the most money



I View It – Private and Confidential

I've ever seen in my life. Tammy Raymond was there, and later claimed that she thought it was fake because there was so much of it, but I was inches from it, and it looked like perfectly real stacks and stacks of one hundred dollar bills, and neatly arranged like in the movies. I asked Reale where this came from. I don't remember whom he said, but it was a name familiar to me as someone who didn't work in our office but had direct investment relations with Iviewit.

I swear the above to be true and complete, to the best of my recollection.

Anthony Frenden
841 Manhattan Avenue #9
Hermosa Beach CA 90254

-----Original Message-----

From: Tony Frenden [mailto:tyrex.den@verizon.net]
Sent: Thursday, July 19, 2001 1:39 AM
To: 'Bill Kasser'
Subject: RE: Encoding Machines

Bill,

Both machines were accessed, and used during the time they weren't in our hands. On the Bomber, i didn't find any streaming media files, but it was indicated that the encoding software (to create streaming files) had been used frequently. On the Nitro, i have not yet searched for streaming files, but i did find many images that pertain to the InternetTrane product. These images were to appear as pages within InternetTrane's software. These files were created by someone using the Nitro in early June.

It was shown that both machines were part of a network environment together, while in our absence. The drives of each computer was 'shared' or accessible to the other computer. Bomber's drive was called 'Production', while the Nitro was named "Video". Furthermore, the Bomber recieved an upgrade of its 'operating system' (from Windows NT to Windows 2000) to facillitate its network environment. I don't believe the Windows 2000 upgrade to be legitimate.

A side note reveals that both computers had pirated software installed on them in June or July, and files resulting from them were created as late as July 11, 2001.

If you require further details, let me know.

Tony Frenden

-----Original Message-----

From: Bill Kasser [mailto:bill@iviewit.com]
Sent: Tuesday, July 17, 2001 8:55 AM
To: Tony Frenden
Subject: Encoding Machines

How are the Bomber & Nitro? Did Brian do any damage? Did he leave a record of what he did?



Bill

Exhibit 6 – Utley/Reale Police Report

Frightening but true, Brian and Mike steal highly proprietary equipment worth a fortune in proprietary software and confidential iviewit processes. After lying about what they were taking and lying to the police they are confronted to return the machines which they have taken to a distance learning part owned by our investor Tiedeman/Prolow's distance learning company. Bruce Prolow is a board member for iviewit, not sure about Internet Train but he is an investor of some magnitude



INCIDENT DATA		INCIDENT/INVESTIGATION REPORT				Case#	
						2001-054580	
Agency Name Boca Raton Police Department		ORI 0500200				Date / Time Reported 06/20/2001 10:12 Wed	
Location of Incident 2255 W Glades Rd - STE 337 W, Boca Raton FL		Premise Type Commercial / Office		Zone/Inset 41		Last Known Status 06/22/2001 10:12 Fri	
#1 Crime Incident(s) Embodiment		(Core)		Weapon / Tools NONE/NOT APPLICABLE		At Found 05/18/2001 10:12 Fri	
#2 Crime Incident		()		Entry		Exit	
#3 Crime Incident		()		Entry		Exit	
MO		Alarm/No Alarm, Method Of Entry/No Force, Object Of Entry/Office Equipment, Presence Of Victim/On Premises					
VICTIM		# of Victims 1		Type: BUSINESS		Injury: 0	
VI		Victim/Business Name (Last, First, Middle) VIEWIT.COM, INC.		Victim of Crime # 1		DOB Age	
Home Address 2255 W GLADES RD - 337W, Boca Raton, FL 33431		Employer Name/Address		Home Phone 561-999-8899		Business Phone	
VVR		Make		Model		Style	
Color		Use/Use		VIN			
OTHERS		CODERS: V = Victim (Denote V1, V2) O = Owner (if other than victim) R = Reporting Person (if other than victim)					
IN		Type: INDIVIDUAL (NOT A LE OFFICER)					
V		Name (Last, First, Middle) KASSER, WILLIAM		Victim of Crime # 1		DOB 10/24/1947	
Home Address 991 NW 9th St Boca Raton, FL 33406		Employer Name/Address Viewit.com, Inc, 2255 W Glades Rd (CONTROLLER)		Home Phone 561-999-8899		Business Phone 561-999-8899	
IN		Type: INDIVIDUAL (NOT A LE OFFICER)					
V		Name (Last, First, Middle) REALE, MICHAEL		Victim of Crime # 1		DOB Age 30	
Home Address 5304 Ventura Dr Delray Beach, FL 33484		Employer Name/Address		Home Phone 561-499-8850		Business Phone	
PROPERTY		1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown					
VI		Code		Status		Value	
QTY		QTY		Property Description		Make/Model	
Serial Number		Serial Number		Serial Number		Serial Number	
OFFICER/ID#		OFFICER/ID#		OFFICER/ID#		OFFICER/ID#	
INVEST/ID#		INVEST/ID#		INVEST/ID#		INVEST/ID#	
COMPLAINT SIGNATURE		COMPLAINT SIGNATURE		COMPLAINT SIGNATURE		COMPLAINT SIGNATURE	
CASE STATUS		CASE STATUS		CASE STATUS		CASE STATUS	
FILED BY: (PMEWELL, RECORDS)		FILED BY: (PMEWELL, RECORDS)		FILED BY: (PMEWELL, RECORDS)		FILED BY: (PMEWELL, RECORDS)	
Printed By: (PMEWELL, RECORDS)		Printed By: (PMEWELL, RECORDS)		Printed By: (PMEWELL, RECORDS)		Printed By: (PMEWELL, RECORDS)	

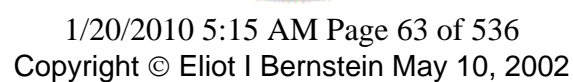




OCA: 2007-034180

Name/Code/ID	Name (Last, First, Middle)	Victim of Crime #	DOB	Age	Race/Sex
1) SB 2	UTLEY, BRIAN		10/27/1982	68	W M
	Address 1930 Sw 8th St., Boca Raton, FL 33486				
	Emp/Addr		H: 361-750-6876		
			H: 361-289-8143		

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Page 2

By FMEWELL, REC'D 06/03 01/27/2002

Class	2001-03-15/20
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Appendix C

Suspect Hate / Bias Motivated: *None (No bias)*

HAIRY

WILLIAM KASSER OF IVIEWIT.COM ADVISED THAT 2 DELL MODIFIED COMPUTER/ENCODING MACHINES (MODEL AND SERIAL# UNKNOWN) \$40,000.00, WERE STOLEN FROM THEIR BUSINESS BY THE COMPANY'S EX-PRESIDENT AND V.P. OF OPERATIONS.



REPORTING OFFICER NARRATIVE

Boca Raton Police Department

Victim IVIEWIT.COM, INC.	Offense EMBEZZLEMENT	OCA 2001-054380 Date / Time Reported Wed 06/20/2001 10:12
-----------------------------	-------------------------	--

ON 06-20-2001 I SPOKE WITH WILLIAM KASSER(CONTROLLER) OF IVIEWIT.COM BY TELEPHONE. KASSER STATED THAT ON 04-27-2001, THE EX-PRESIDENT(BRIAN UTLEY) AND THE V.P. OF OPERATIONS(MICHAEL REALE) FOR THEIR COMPANY, STOLE 2 DELL MODIFIED COMPUTER/ENCODING MACHINES(UNKNOWN MODEL & SERIAL #) THAT WERE VALUED AT \$40,000.00. THE COMPUTERS WERE NAMED "THE BOMBER" AND "THE NITRO".

KASSER ADVISED ME THAT THESE COMPUTERS WERE MODIFIED TO ENCODE VIDEOS AND HAD LARGER DISK DRIVES AND VIDEO ENCODING CARDS INSTALLED. THIS IS WHAT MADE THEM SO VALUABLE. THESE COMPUTERS GENERATED REVENUE FOR THE COMPANY.

KASSER ADVISED ME THAT THEIR COMPANY WAS CLOSING THEIR BOCA OFFICE AT 2255 W. GLADES ROAD AT THE END OF APRIL AND RELOCATING TO CALIFORNIA, AND UTLEY AND REALE WERE BEING TERMINATED AT THAT TIME. ON UTLEY'S LAST DAY, HE HAD ADVISED KASSER THAT HE WAS INTERESTED IN PURCHASING 2 STANDARD DESKTOP COMPUTERS FROM THEM FOR \$1,000.00 A PIECE. KASSER AGREED, UTLEY GAVE 2 SEPARATE CHECKS FOR \$1,000.00 A PIECE, AND AT THAT TIME ALL OF THE COMPUTERS WERE BEING BOXED UP TO BE RELOCATED TO CALIFORNIA.

KASSER STATED THAT REALE WAS SUPERVISING THE PACKING OF THE COMPUTERS AND KNEW EXACTLY WHAT CONTENTS WERE IN EACH BOX. ONCE THE BOXES WERE PACKED, REALE GAVE UTLEY THE OKAY TO TAKE 2 BOXES CONTAINING THE MOST VALUABLE COMPUTERS AND NOT THE BOXES WITH THE STANDARD COMPUTERS.

KASSER THEN STATED THAT HE HAD FOUND OUT APPROXIMATELY 3 WEEKS LATER, ONCE THE BOXES HAD ARRIVED IN CALIFORNIA, THAT THE MOST VALUABLE COMPUTERS WERE NOT DELIVERED. AT THAT TIME, KASSER THEN CONTACTED UTLEY AND UTLEY ADMITTED THAT HIMSELF AND REALE HAD TAKEN THE MOST VALUABLE COMPUTERS AND TOLD KASSER THAT THEY WERE ONLY WORTH \$1,000.00 A PIECE ANYWAY. UTLEY WAS ASKED TO RETURN THESE COMPUTERS AND TAKE THE CORRECT ONES AND HE REFUSED.

I THEN SPOKE WITH ROSS MILLER, WHO IS THE COMPANIES ATTORNEY, WHO ADVISED ME THAT REALE WAS IN CHARGE OF PACKAGING EACH COMPUTER AND WRONGFULLY AND INTENTIONALLY LET UTLEY TAKE THE MOST VALUABLE COMPUTERS, WITHOUT CONSENT FROM ANYONE ELSE IN THE COMPANY. ROSS ALSO CONFIRMED ALL OF THE ABOVE INFORMATION GIVEN BY KASSER. ROSS ADVISED ME THAT HE HAD BEEN TOLD BY SEVERAL 3RD PARTIES THAT REALE AND UTLEY ADMITTED TO HAVING THE ABOVE STATED EQUIPMENT AND ASKED 3RD PARTIES FOR ASSISTANCE IN OPERATING IT. ROSS HAS A SUSPICION THAT THE EQUIPMENT MAY BE USED TO START A BUSINESS FOR REALE AND UTLEY.

ON 06-20-2001 AT 12:28 HOURS, I CONTACTED UTLEY AT 561-750-6876, WHO ADVISED ME THAT HE DID HAVE THE EQUIPMENT, BUT ADVISED THAT THE DEAL WAS STRAIGHT FORWARD AND HE POINTED OUT TO KASSER EXACTLY WHAT COMPUTERS HE WOULD BE TAKING AND ALL WAS AGREED ON. UTLEY ADVISED THAT HE PAID \$1,000.00 PER COMPUTER AND THAT IT WAS A GENEROUS OFFER. UTLEY BELIEVES THAT KASSER MUST HAVE DECIDED AFTER THE FACT THAT HE DID NOT RECEIVE ENOUGH MONEY FOR THESE COMPUTERS AND IS EXAGGERATING ABOUT THEIR \$40,000.00 VALUE.

ON 06-20-2001 AT 13:00 HOURS, I SPOKE WITH REALE AT 561-499-8850, WHO ADVISED ME THAT HE DID NOT HAVE ANY INVOLVEMENT IN ANY COMPUTER THEFT. REALE ADVISED

Reporting Officer: ULLGA, J.

Printed By: PINEWELL, RICHARDSJ 03/07/2002 10:35

Page 1 of



REPORTING OFFICER NARRATIVE

Boon Ratien Police Department

Victim	Offense	OCR
VIEWIT.COM, INC.	EMBEZZLEMENT	2001-014580
		Date / Time Reported
		Wed 06/20/2001 10:12

ME THAT UTLEY HAD POINTED OUT THE COMPUTERS THAT HE WAS GOING TO PURCHASE FOR \$1,000.00 EACH AND THAT IS WHAT WAS TAKEN WHEN THEY LEFT THE COMPANY. REALE STATED THAT PAYING \$1,000.00 FOR EACH OF THE COMPUTERS THAT THEY TOOK WAS A VERY GENEROUS OFFER, DUE TO THEIR AGE AND VINTAGE. REALE STATED THAT THE COMPUTERS HAD STANDARD HARDWARE, SO THE VALUE THAT WAS GIVEN BY KASSER WAS WAY ABOVE IT'S FAIR MARKET VALUE. REALE STATED THAT HE HAS MANY YEARS OF EXPERIENCE WITH COMPUTERS AND KNOWS WHAT THEY ARE WORTH. REALE FEELS THAT KASSER'S COMPLAINT IS MOTIVATED BY EMOTIONS AND NOT MONEY.

I ADVISED THE COMPLAINANT TO CONTACT THE P.D. IF THERE IS ANY ADDITIONAL INFORMATION, AND I WAS ASKED BY KASSER TO PLEASE HAVE SOMEONE CONTACT HIM REGARDING AN INVESTIGATION INTO THIS MATTER.

Reporting Officer: ULLOA, J.

Printed By: FNEWELL, RECORDS 02/27/2002 10:39

Page 4 of



Incident Report Suspect List

Boca Raton Police Department

OCA: 2001-034580

1	Name (Last, First, Middle) Urley, Brian				Also Known As				Home Address 1930 SW 8TH ST BOCA RATON, FL 33486 561-730-6876			
	Business Address 561-289-8145											
	DOB 10/27/1982	Age 28	Race W	Sex M	Hgt	Wgt	Hair	Eye	Scars, Marks, Tattoos, or other distinguishing features			
Reported Suspect Detail				Suspect Age		Race	Sex	Height	Weight	SSN 528-40-3812		
Weapon, Type		Frame		Make		Model		Color	Caliber	Dir of Travel		
Veh/Yr/Make/Model				Dr	Style	Color		Lin/St	Mode of Travel			
Notes								Physical Char				

R_039200

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CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 02/27/2002 10:33

Boca Raton Police Department

OCA#: 2001054580

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Case Status: *Exceptionally Cleared*Offense: *EMBEZZLEMENT*Case Mng Status: *Exceptionally Cleared*Occured: *04/27/2001*Investigator: *METTER, S. P. (328)*Date / Time: *05/06/2001 16:17:26, Wednesday*Supervisor: *(0)*Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Follow Up*

06/26/2001 at 14:00 hours I spoke to William Kasser concerning the theft of computers from Iviewit.Com. William Kasser, who is the Controller for Iviewit.Com, verified that all of the information on the original report was accurate. Kasser advised that the Ex-President of the Boca branch of Iviewit.Com, Brian Utley, stole two Hi-tech computers from the Company after he was terminated from his position.

Kasser found out that the hi-tech computers, the "Nitro" and the "Bomber", were missing when he received a phone call from Elliot Bernstein in California. Kasser was told later by Michael Reale that Brian Utley had the Bomber and the Nitro. Kasser feels that Reale assisted Utley in stealing the computers from the Company when he was packaging the computers.

When Kasser called Utley Kasser asked Utley if he had the bomber and the Nitro. Utley told Kasser that he had the Nitro and Bomber and that he legally purchased the computers from the company for \$1600.00 each. Kasser was present when Utley asked Ross Miller if he could purchase two of the computers from the Company for \$1,000.00 each. Kasser told Utley that the deal was for two of the generic computers, not the Nitro and the Bomber. Kasser told me that Utley knew that the Nitro and the Bomber were worth \$40,000.00. Utley told Kasser that he was not going to return the computers to the Company.

06/27/2001 at 10:30 hours I went to Iviewit.Com and I spoke to Ross Miller concerning this case. According to Miller, Utley approached him on May 3rd while Utley was cleaning out his office. Utley asked Miller if he could purchase his desktop computer and another generic computer from the business. Miller pointed to the generic computers in the general office area and he stated, "your computer and one of those computers". Utley confirmed that he wanted to purchase his office computer and one of the computers Miller was pointing to.

Miller told me that there was no way that Utley could have confused the Bomber and Nitro for two of the generic computers. First of all, the generic computers were still not boxed and sitting on the desks in the general area of the business. The Bomber and Nitro were already boxed and sitting in the hi-tech room, which is separate from the general office area. Second of all, Utley knows that the Bomber and the Nitro are the two most hi-tech computers in the business. Being President of the Company Utley knew that the computers were worth \$40,000.00. Even if Utley grabbed the wrong computers from the Company he was well aware of what he had when he opened the boxes.

06/29/2001 at 11:30 A.M. Detective Ganci and I drove to Utley's house, which is located at 1930 SW 8th Street in Boca Raton. According to Utley he had possession of the Nitro and the Bomber. Utley told me that he purchased the computers from Ross Miller for \$1,000.00 each. Utley told me that the Nitro and the Bomber were only worth \$1,000.00 each. Utley told me that the software on the Bomber and the Nitro was outdated and no longer worth \$40,000.00. Utley told me that the software on the computer might have been worth \$40,000.00 at one point.

When I asked Utley where the computers were he told me that they were out of the state. Utley then stated, "if the Company gives me \$40,000.00 for the computers I will subtract that from the lawsuit I am filing against them". I told Utley that I would be filing charges against him for grand theft if he did not return the computers to Miller or Kasser. Utley told me that he would speak to his lawyer and then called me with his decision.

r_sapp3

Page 1



CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 02/27/2002 10:35

Boon Raton Police Department

OCA: 2001054580

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Case Status: *Exceptionally Cleared*Offense: *EMBEZZLEMENT*Case Mng Status: *Exceptionally Cleared*Occurred: *04/27/2001*

07/02/2001 at 08:30 hours I called Utley's Attorney, Bart Houston, after hearing a message on my answering machine from Houston. Houston told me that Utley agreed to return the Bomber and Nitro to Iviewit.Com. Arrangements were made to have Utley bring the computers to the Police Department and give them to William Kasser on 07/13/2001 at 09:30 hours.

07/02/2001 09:45 hours I advised Kasser to come to the Police Department on 07/13/2001 at 09:30 hours to receive the computers from Utley.

07/13/2001 at 09:30 hours I met Kasser and Utley and at the Police Department for the return of the computers. Kasser handed Utley a check for \$2,000.00 and Utley gave Kasser the Bomber and the Nitro. When Utley returned the computers he did not return the monitors. Utley agreed to send Kasser a check for \$200.00 in the mail for the computer monitors.

Because Utley returned the computers Kasser told me that his Company no longer wanted to press charges against Utley for the theft of the computers. Kasser signed a refusal to prosecute form, which was turned in with the file. Written statements from Kasser and Miller were put into evidence at the Police Department.

Page 2



Exhibit 7 – Case of Switching Inventors

This I call "the case of the lost inventor" and the ensuing confusion of inventors and finally Utley replacing Jude in filed docs. Call me for a walk through. You can see that Brian drops Jude as an inventor and later files himself as an one of three applicants. Also, I do not think they fax well but the original pages contain a white out through most of 57103-111 even on filed docs. If you would like I will send you scanned color docs which clearly indicate the marks. Notice the note to Brian on the June 2 fax from Foley and Lardner which calls attention to the names of inventors and puts it (Eliot & Zakirul) and you (you referring to Utley). Then Utley signs as one of the 3 applicants on the submissions that follow. Do we have all filed patent documents for the breadth of iviewit yet from the patent office (we need to pick up every stitch, is there anything we have to do?)

I think paired with the Utley patent in his name as sole inventor and his past behavior at prior job we start to piece together the larger picture. The act that these documents were filed and that Rubenstein and Joao are claimed to have missed the inventions, has already cost the company considerable legal expenses and perhaps far more to again try and resolve issues. The fact that filing dates have been missed and are non-correctable is a major disclosure issue. Now that I have heard this directly from your review and the patent director I am now aware and must act accordingly. Foley folly's have cost us dearly and these issues all must be raised on an ethics level. These frauds have aided in bk'ing the company, interfering with my constitutional rights as an inventor and preventing the Company from raising investment from many of the potential investors who looked at this garbage. Ray filing patents that are similar in nature to I View It pursuits that he learned from us is criminal and perhaps already costing us lost revenues that he himself may be making. I must disclose this stuff to all legal bodies, I am open to suggestion or feel free to help, and to the current shareholders and investors. How to cope?



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CHICAGO
DENVER
JACKSONVILLE
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MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
sbecker@foleylaw.com

Via Facsimile

WRITER'S DIRECT LINE
(414) 297-5571

May 31, 2000

CONFIDENTIAL AND PRIVILEGED

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Providing an Enhanced Digital Video
File
Inventor(s): Bernstein et al.
Our Ref.: 57103/111

Dear Brian:

Enclosed please find the second draft of the above-referenced patent application (last page marked 001.789397.2), which has been prepared in accordance with additional comments received from Eliot and you over the past two days. As you know, a careful and critical review of this draft application by you and the inventors is imperative to ensure that you are all satisfied with the content of the application and the proposed claim scope.

Please follow the instructions in my letter to you dated May 29, 2000 as you review this patent application draft.

I also enclose a draft of some additional claims (A1..E1). Claims A1..D5 are directed to the full-screen, real video features. Claim E1 is directed to streaming downloading.

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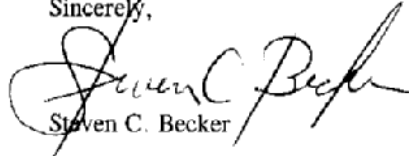


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Mr. Brian G. Utley
May 31, 2000
Page 2

Please phone me before the end of business on Thursday, June 1, to provide me with any additional comments from you and the other inventors.

Sincerely,



Steven C. Becker

Enclosure(s)

cc: Douglas A. Boehm

001.789514.1



57103/111

DRAFT

PCT INTERNATIONAL PATENT APPLICATION

for

**SYSTEM AND METHOD FOR PROVIDING
AN ENHANCED DIGITAL VIDEO FILE**

Inventors: Eliot I. Bernstein
[home address]
[citizenship]

Zach __, ____
[home address]
[citizenship]

Jude __, ____
[home address]
[citizenship]

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



JUN. 1.2000 12:33AM 33RD FLOOR

NO. 859 P. 1/37

FOLEY & LARDNER
ATTORNEYS AT LAW
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TELEPHONE (414) 271-2400
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TO:	PHONE:	FAX #:
Brian Utley	(561) 999-8899	(561) 999-8810

From: Steve Becker
Sender's Direct Dial: (414)297-5571
Date: May 31, 2000
Client/Matter No: 57103/111
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MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

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SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
shecker@foleylaw.com

Via Facsimile

WRITER'S DIRECT LINE
(414) 297-5571

May 31, 2000

CONFIDENTIAL AND PRIVILEGED

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Providing an Enhanced Digital Video
File
Inventor(s): Bernstein et al.
Our Ref.: 57103/111

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I also enclose a draft of some additional claims (A1..E1). Claims A1..D5 are directed to the full-screen, real video features. Claim E1 is directed to streaming downloading.

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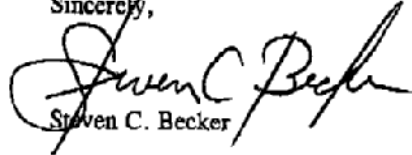
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Mr. Brian G. Utley
May 31, 2000
Page 2

Please phone me before the end of business on Thursday, June 1, to provide me with any additional comments from you and the other inventors.

Sincerely,



Steven C. Becker

Enclosure(s)

cc: Douglas A. Boehm

001.789514.1



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NO.859 P.4/37

57103/111

DRAFT

PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR PROVIDING

AN ENHANCED DIGITAL VIDEO FILE

Inventors:

Eliot I. Bernstein
[home address]
[citizenship]

5/10.2
2040
BIN 1
Zach *Shivajee*
[home address]
[citizenship]

Jude *Rosario*
[home address]
[citizenship]

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



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FOLEY & LARDNER
ATTORNEYS AT LAW
FIRST STAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5387
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

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TO:	PHONE:	FAX #:
Brian Utley	(561) 999-8899	(561) 999-8810

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Date: June 1, 2000
Client/Matter No: 57103/111
User ID No: 1963

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MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
sbecker@foleylaw.com

Via Facsimile

WRITER'S DIRECT LINE
(414) 297-5571

June 1, 2000

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Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Providing a Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/111

Re: PCT International Patent Application
Title: System and Method for Providing an Enhanced Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/112

Re: PCT International Patent Application
Title: System and Method for Playing a Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/113

Dear Brian:

Enclosed please find a third draft of the first above-referenced patent application, which has been prepared in accordance with additional comments received from Eliot, Zak, and you today.

I also enclose the claims, front page, and abstract from the second and third above-referenced patent applications. The remainder of the second and third patent applications is substantially identical to the first application.

As you know, a careful and critical review of these draft patent applications by you and the inventors is imperative to ensure that you are all satisfied with the content of the

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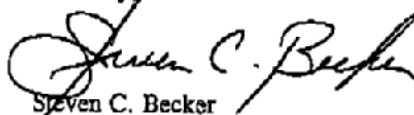
FOLEY & LARDNER

Mr. Brian G. Utley
June 1, 2000
Page 2

application and, in particular, with the proposed claim scope. Please follow the instructions in my letter to you dated May 29, 2000 as you review these draft patent applications.

Please phone me at your earliest convenience on Friday, June 2, to provide me with any additional comments you or the inventors may have.

Sincerely,


Steven C. Becker

Enclosure(s)

cc: Douglas A. Boehm

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NO.87B P.4/49

57103/111

PCT INTERNATIONAL PATENT APPLICATION
for
SYSTEM AND METHOD FOR PROVIDING
A DIGITAL VIDEO FILE

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Zakirul A. Shirajee
9485 Boca Cove Circle
#708
Boca Raton, FL 33428
Citizenship: Bangladesh

Jude R. Rosario
5580 NW 61 Street
Apt #625
Coconut Creek, FL 33073
Citizenship: Bangladesh

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



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FOLEY & LARDNER
ATTORNEYS AT LAW
FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4200

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TO:	PHONE:	FAX #:
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From: Steve Becker
Sender's Direct Dial: (414)297-5571
Date: June 2, 2000
Client/Matter No: 57103/111
User ID No: 1963

MESSAGE:

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Brian: Attached is a fourth draft of the patent application (our reference number 57103/111). Please review per the instructions in my prior letter of May 29, 2000. In particular, please ensure that all named inventors (Eliot and Zak) and you read and understand the proposed claim scope. If you have any questions, please contact me. - Steve

If there are any problems with this transmission or if you have not received all of the pages, please call (414) 297-5444.

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Cover Page 1 of 1



JUN. 1. 2000 12:33AM 33RD FLOOR

NO. 659 P. 4/37

57103/111

DRAFT

PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR PROVIDING

AN ENHANCED DIGITAL VIDEO FILE

1562
831.8
8031

Inventors:

Eliot I. Bernstein
[home address]
[citizenship]

Zach ____
[home address]
[citizenship]

Zakirul
Shirajee

Jude ____
[home address]
[citizenship]

Jude Rosario

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



JUN. 2, 2000 5:45PM 33RD FLOOR

NO. 889 P. 2/31

57103/111

PCT INTERNATIONAL PATENT APPLICATION
for
SYSTEM AND METHOD FOR
STREAMING AN ENHANCED DIGITAL VIDEO FILE

Inventors: Elliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Zakirul A. Shirajee
9485 Boca Cove Circle
#708
Boca Raton, FL 33428
Citizenship: Bangladesh

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



PATENT COOPERATION TREATY

From the INTERNATIONAL SEARCHING AUTHORITY

PCT

To:
FOLEY & LARDNER
 777 East Wisconsin Avenue
 33rd Floor
 MILWAUKEE, WI 53202-5367
 UNITED STATES OF AMERICA

NOV 0 2000

NOTIFICATION OF TRANSMITTAL OF
 THE INTERNATIONAL SEARCH REPORT
 OR THE DECLARATION

(PCT Rule 44.1)

Date of mailing (day/month/year)	02/11/2000
Applicant's or agent's file reference 57103/111	FOR FURTHER ACTION See paragraphs 1 and 4 below
International application No. PCT/US 00/15408	International filing date (day/month/year) 02/06/2000
Applicant IVIEWIT HOLDINGS, INC. et al.	
RESPONSE DUE <u>02/23/2001</u> LI 02 DEC 2000 LN 19 DEC 2000	

1. ☒ The applicant is hereby notified that the International Search Report has been established and is transmitted herewith.
 Filing of amendments and statement under Article 19:
 The applicant is entitled, if he so wishes, to amend the claims of the International Application (see Rule 46).
When? The time limit for filing such amendments is normally 2 months from the date of transmittal of the International Search Report; however, for more details, see the notes on the accompanying sheet.
Where? Directly to the International Bureau of WIPO
 34, chemin des Colombettes
 1211 Geneva 20, Switzerland
 Facsimile No.: (41-22) 740.14.35
 For more detailed instructions, see the notes on the accompanying sheet.

2. ☐ The applicant is hereby notified that no International Search Report will be established and that the declaration under Article 17(2)(a) to that effect is transmitted herewith.

3. ☐ With regard to the protest against payment of (an) additional fee(s) under Rule 40.2, the applicant is notified that:
☐ the protest together with the decision thereon has been transmitted to the International Bureau together with the applicant's request to forward the texts of both the protest and the decision thereon to the designated Offices.
☐ no decision has been made yet on the protest; the applicant will be notified as soon as a decision is made.

4. Further action(s): The applicant is reminded of the following:
 Shortly after 18 months from the priority date, the international application will be published by the International Bureau. If the applicant wishes to avoid or postpone publication, a notice of withdrawal of the international application, or of the priority claim, must reach the International Bureau as provided in Rules 90bis 1 and 90bis 3, respectively, before the completion of the technical preparations for international publication.
 Within 19 months from the priority date, a demand for international preliminary examination must be filed if the applicant wishes to postpone the entry into the national phase until 30 months from the priority date (in some Offices even later).
 Within 20 months from the priority date, the applicant must perform the prescribed acts for entry into the national phase before all designated Offices which have not been elected in the demand or in a later election within 19 months from the priority date or could not be elected because they are not bound by Chapter II.



ANNEX A TO FORM PCT/RO/106

International application No.
PCT/US00/15408

The receiving Office has found the following defects in the international application as filed:

1. As to **signature*** of the international application (Rules 4.15 and 90.4), the request:
 - a. ☐ is not signed
 - b. ☐ is not signed by all applicants.
 - c. ☐ is not accompanied by the statement referred to in the check list in Box No. VIII of the request explaining the lack of the signature of an applicant for the designation of the United States of America.
 - d. ☒ is signed by what appears to be an agent/common representative but
 - ☒ the international application is not accompanied by a power of attorney appointing him.
 - ☐ the power of attorney accompanying the international application was not signed by all the applicants.
 - e. ☒ other (specify):

The signature is also required for the applicant/inventor.

* All applicants must sign, including inventors if they are also applicants (e.g. where the United States of America is designated).

2. As to **indications concerning the applicant, the request** (Rules 4.4 and 4.5):
 - a. ☐ does not properly indicate the applicant's name (specify):
 - b. ☐ does not indicate the applicant's address.
 - c. ☐ does not properly indicate the applicant's address (specify):
 - d. ☐ does not indicate the applicant's nationality.
 - e. ☐ does not indicate the applicant's residence.
 - f. ☐ other (specify):
3. As to the **language** of certain elements of the international application, other than the description and claims (Rules 12.1(c) and 26.3ter(a) and (c)):
 - a. ☐ the request is not in a language which is both a language accepted by this receiving Office and a language of publication, which is (are):
 - b. ☐ the text matter of the drawings is not in the language in which the international application is to be published, which is:
 - c. ☐ the abstract is not in the language in which the international application is to be published, which is:
4. The **title** of the invention:
 - a. ☐ is not indicated in Box No. I of the request (Rule 4.1(a)).
 - b. ☐ is not indicated at the top of the first sheet of the description (Rule 5.1(a)).
 - c. ☐ as appearing in Box No. I of the request is not identical with the title heading the description (Rule 5.1(a)).
5. As to the **abstract** (Rule 8):
 - ☐ the international application does not contain an abstract.



File Reference: 57103/111

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Iviewit Holdings, Inc., et al.
International
Application No. : PCT/US00/15408
International
Filing Date : 02 June 2000 (02.06.2000)
Title of
Invention : SYSTEM AND METHOD FOR STREAMING AN
ENHANCED DIGITAL VIDEO FILE

**RESPONSE TO THE INVITATION
TO CORRECT DEFECTS IN THE INTERNATIONAL APPLICATION**

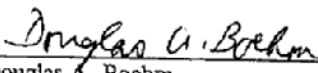
Assistant Commissioner for Patents
Box PCT
Washington, D.C. 20231

ATTN: RO/US

Sir or Madam:

In response to the Invitation to Correct Defects in the International Application (Form PCT/RO/106) dated 03 July 2000, Applicant respectfully submits three (3) duly-executed PCT General Appointments of Agent, and three (3) sheets of formal drawings, for filing in connection with the above-identified application.

Respectfully submitted,


Douglas A. Boehm
Registration No. 32,014

Dated: 02 August 2000

Foley & Lardner
777 East Wisconsin Avenue



PATENT COOPERATION TREATY
GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603
JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
PAUL S. HUNTER	Reg. No. 44,787
KATHERINE D. LEE	Reg. No. 44,865
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
RICHARD B. O'PLANICK	Reg. No. 29,096
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,455
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

attorneys at law of Firstar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 31st day of July, 2000 at Boca Raton, FL
in U.S.A.

FOR: IVIEWIT HOLDINGS, INC.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431
United States of America

BY: [Signature]

Title: PRESIDENT



PATENT COOPERATION TREATY

GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
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attorneys at law of Firststar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 21 day of July, 2000, at Boca Raton,
Florida, in U.S.A.

BY: 

Eliot I. BERNSTEIN
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
United States of America



PATENT COOPERATION TREATY

GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

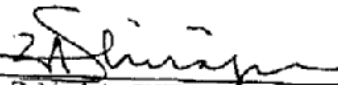
and

RUSSELL J. BARRON	Reg. No. 29,512
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WALTER E. ZIMMERMAN	Reg. No. 40,883

attorneys at law of Firstar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 31 day of July 2000 at Boca Raton, in U.S.A.

BY:


Zakirul A. SHIRAJEE
9485 Boca Cove Circle, #708
Boca Raton, FL 33428
United States of America



PATENT COOPERATION TREATY

WO 00/76220
PCT/US00/15408
JEAU-DADG

JEAU-DADG

PCT

**NOTICE INFORMING THE APPLICANT OF THE
COMMUNICATION OF THE INTERNATIONAL
APPLICATION TO THE DESIGNATED OFFICES**

(PCT Rule 47.1(c), first sentence)

From the INTERNATIONAL BUREAU

To:
FOLEY & LARDNER
777 East Wisconsin Avenue
33rd Floor
Milwaukee, WI 53202-5367
ETATS-UNIS D'AMERIQUE

Date of mailing (day/month/year) 14 December 2000 (14.12.00)		
Applicant's or agent's file reference 57103/111		IMPORTANT NOTICE
International application No. PCT/US00/15408	International filing date (day/month/year) 02 June 2000 (02.06.00)	
Priority date (day/month/year) 03 June 1999 (03.06.99)		
Applicant IVIEWIT HOLDINGS, INC. et al		

1. Notice is hereby given that the International Bureau has communicated, as provided in Article 20, the international application to the following designated Offices on the date indicated above as the date of mailing of this Notice:
AG,AU,DZ,KP,KR,MZ,US

In accordance with Rule 47.1(c), third sentence, those Offices will accept the present Notice as conclusive evidence that the communication of the international application has duly taken place on the date of mailing indicated above and no copy of the international application is required to be furnished by the applicant to the designated Office(s).

2. The following designated Offices have waived the requirement for such a communication at this time:
AE,AL,AM,AP,AT,AZ,BA,BB,BG,BR,BY,CA,CH,CN,CR,CU,CZ,DE,DK,DM,EA,EE,EP,ES,FI,GB,GD,
GE,GH,GM,HR,HU,ID,IL,IN,IS,JP,KE,KG,KZ,LC,LK,LR,LS,LT,LU,LV,MA,MD,MG,MK,MN,MW,MX,
NO,NZ,OA,PL,PT,RO,RU,SD,SE,SG,SI,SK,SL,TJ,TM,TR,TT,TZ,UA,UG,UZ,VN,YU,ZA,ZW
The communication will be made to those Offices only upon their request. Furthermore, those Offices do not require the applicant to furnish a copy of the international application (Rule 49.1(a-bis)).

3. Enclosed with this Notice is a copy of the international application as published by the International Bureau on
14 December 2000 (14.12.00) under No. WO 00/76220

REMINDER REGARDING CHAPTER II (Article 31(2)(a) and Rule 54.2)

If the applicant wishes to postpone entry into the national phase until 30 months (or later in some Offices) from the priority date, a demand for international preliminary examination must be filed with the competent International Preliminary Examining Authority before the expiration of 19 months from the priority date.

It is the applicant's sole responsibility to monitor the 19-month time limit.

Note that only an applicant who is a national or resident of a PCT Contracting State which is bound by Chapter II has the right to file a demand for international preliminary examination.

REMINDER REGARDING ENTRY INTO THE NATIONAL PHASE (Article 22 or 39(1))

If the applicant wishes to proceed with the international application in the national phase, he must, within 20 months or 30 months, or later in some Offices, perform the acts referred to therein before each designated or elected Office.

For further important information on the time limits and acts to be performed for entering the national phase, see the Annex to Form PCT/IB/301 (Notification of Receipt of Record Copy) and Volume II of the PCT Applicant's Guide.

The International Bureau of WIPO

Authorized officer



I View It – Private and Confidential

This may help you understand why things were not getting communicated properly

-----Original Message-----

From: Brian G. Utley [mailto:brian@iviewit.com] On Behalf Of Brian G. Utley
Sent: Sunday, May 28, 2000 1:45 PM
To: 'Becker, Steven C.'
Subject: RE: Patent Application

Eliot's data is correct. Will have the Zack andd Jude data on Tuesday.
Brian

-----Original Message-----

From: Becker, Steven C. [mailto:SBecker@foleylaw.com]
Sent: Friday, May 26, 2000 8:48 PM
To: Brian G. Utley (E-mail)
Cc: Boehm, Douglas A.
Subject: Patent Application

Brian:

Please provide a full name with middle initial, home address, and citizenship information for Zach and Jude. Also, please confirm the following for Eliot:

Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Thanks,

Steve

NOTE: The information transmitted in this correspondence is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you receive this correspondence in error, please contact the sender and delete the material from any computer.



And then we see

Your message did not reach some or all of the intended recipients.

Subject: RE: Patent Application
Sent: 5/30/2000 5:55 AM

The following recipient(s) could not be reached:

SBecker@foleylaw.com on 5/30/2000 5:56 AM

The address specified does not exist. Please check the address and try again.
dns;FLINETMAIL.HAL2000.iviewit.com failed 5.1.0



EXHIBIT 8 – The case of the patent attorney who files patents similar to ideas he learns from his clients

This is also the same attorney who loses our first patent and many attorney's have now confirmed that he has "missed the boat" on our filings, costing the company a fortune to try and repair and we now find some of it can never be repaired. He loses our video patent in January or so and he is filing own



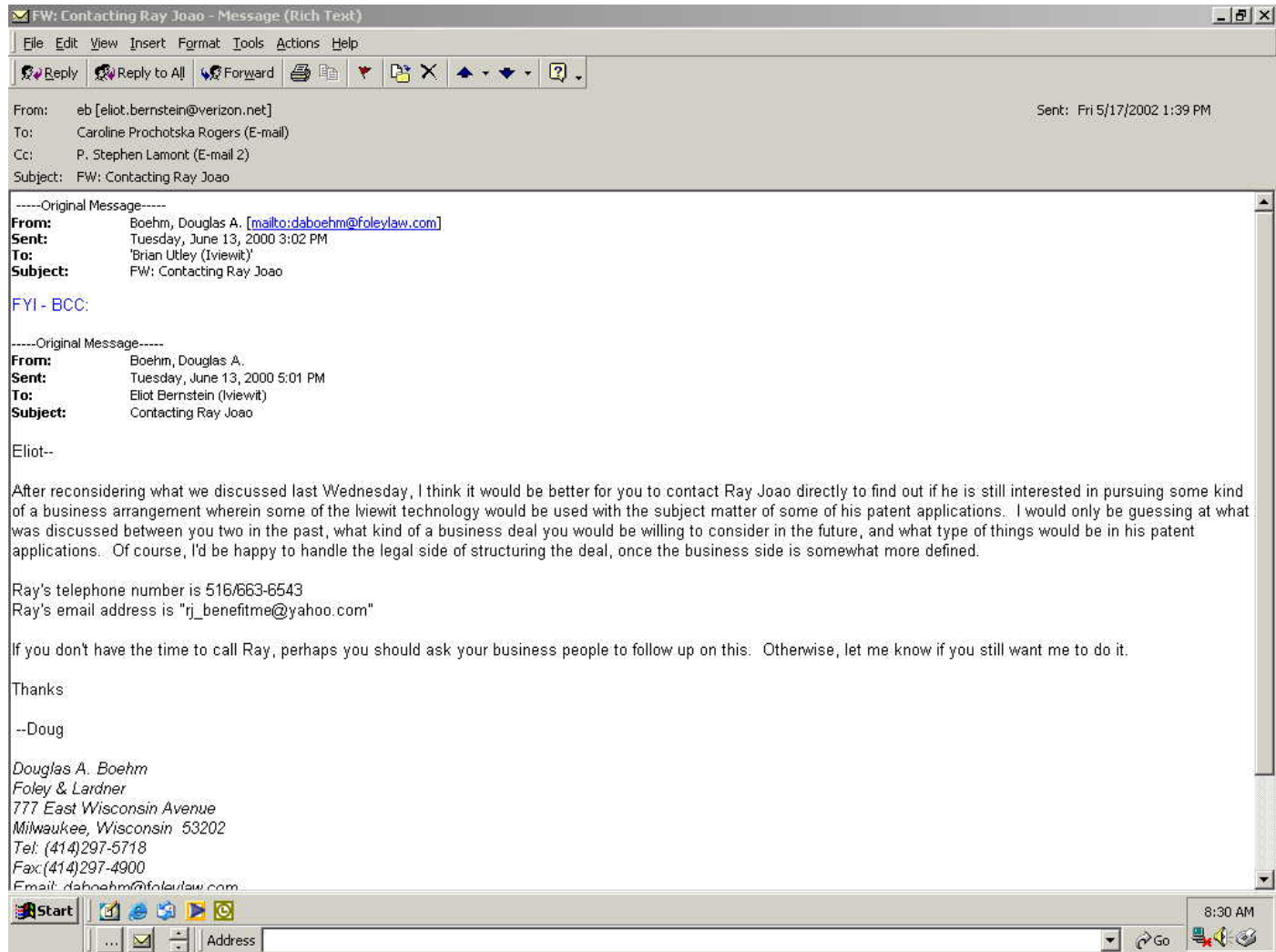
"Joao Patent
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"Joao Patent
20020029163.doc"



"Joao Patent
5917405.doc"



After you read Ray's original work, look at these excerpts from our Business Plans

BP 1998

Sound a bit like Joao ads patent

Custom Web page & Advertisement Creation - **iviewit's** team of ad consultants will make it easy for your company to have a first-class, top quality virtual reality web page. In addition, through our "email-to sale one click system, buyers can contact you directly from your advertisement or product via live web video teleconference.

20. SERVICE BUSINESS ANALYSIS

The ad business consists of thousands of smaller ad agencies and individuals, for every one of the few dozen well-known companies.

Advertising participants range from major international name-brand clientele to millions of individual PC users. One of **iviewit's** challenges will be establishing itself as a global advertising virtual community, positioned as a relatively risk-free, value added, corporate or individual purchase.

Note that this can be used for political services as well!!

Benefits of **iviewit for Personnel Services - including employment, modeling and casting searches.**

- **Global screening of qualified candidates from an increased pool**
- Videotaped candidate resumes further aid the selection process
- Live video conferencing of candidates to maximize selection process

Well we can't get to the future of this with Joao's patent around us!!

15. FUTURE SERVICES

In the future, **iviewit** will broaden its scope of business to Europe, Japan and emerging markets. After establishing the core business markets discussed earlier, **iviewit** intends to expand into any market **iviewit** technology will benefit, i.e. the medical imaging industry.

iviewit's initial core businesses will be:

- **3-D sales & resale's of real-estate**
- **3-D sales & resale's of high end luxury items**
- **Interactive Employment Services**



- **Employer Search**
- **Modeling Agency**
- **Casting Agency**
- **3-D on line booking of hotel and resorts and related travel services**
- **Online live dating & personal ads**
- **Design, setup, implementation and management of 3-D sites**
- **Corporate advertising**
 - **Banner Advertising**
 - **Corporate Internet Alliances**

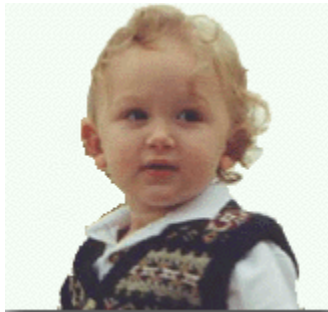
PROACTIVE email marketing packages

iviewit represents a pivotal transition in global E-commerce. Current E-commerce occurs across a one-dimensional plane, websites are simply brochures posted to the web. Products are bought and sold using flat lifeless pictures and text. **iviewit** technology is remarkably different in that the product comes alive, offering the user the capability to inspect all dimensions of the product being advertised, integrated with full voice overlay's, and a live videoconference feature whereby buyer and seller can have live interfacing. **iviewit's** technology can be applied to an unlimited number of product lines.

And some stuff from the sites Ray and Ken were seeing as early as 11/98



ID #000000621



Objective:

Seeking an opportunity in the television and advertising industry, where I can enhance my modeling and advertisement opportunities.

Skills:

Attended NY Baby Modeling school and became certified at age 6 months.

Professional Experience:

1998 to Present

Kraft Foods Baby Model

- Modeling and advertising for Kraft Cheese & Macaroni TV and Advertisement ads.
- Participated and won BABY of the year contest.
- Attended many shoots for both TV and Advertisements.
- Professional training on the job and with independent agents



ID# 000000721



[Click here for bigger view](#)



ID #000000821



Objective:

Seeking a permanent position within a professional organization as an Executive Assistant, where I can utilize my skills and add value

Education:

University of Miami
B.A. Advertising

Skills:

Microsoft Word, Excel and PowerPoint, Lotus, ACT, 75 WPM, Fluent in Spanish

Professional Experience:

- 1987 to Winslow Hall Advertising, Inc.
Present Executive Assistant/Office Administrator
- Executive Assistant to President.
Responsible for coordinating office events, company meetings on and off site.
- Handle company budget, utilizing Excel. Create spreadsheets on Excel for several officers expense reports.
- Negotiate all vendor contracts, such as phone, office equipment, etc...
- Work with clients as contact person on Presidents behalf.
- Work with agents to help promote and market strategies to current and prospective



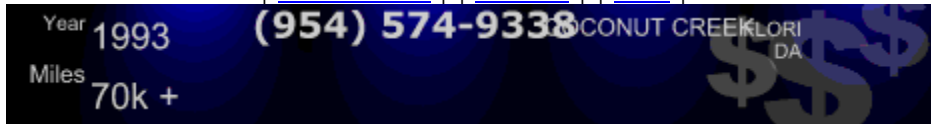
clientele.

- Was promoted twice within the organization.
- Supervise several administrative staff members
- Coordinate all appointments, travel arrangements and hotel accommodations.



LEXUS

[DASHBOARD](#) | [ENGINE](#) | [Back](#)



[lexus \(dash\)](#)



[Back](#)

Most things this popular
run for office,

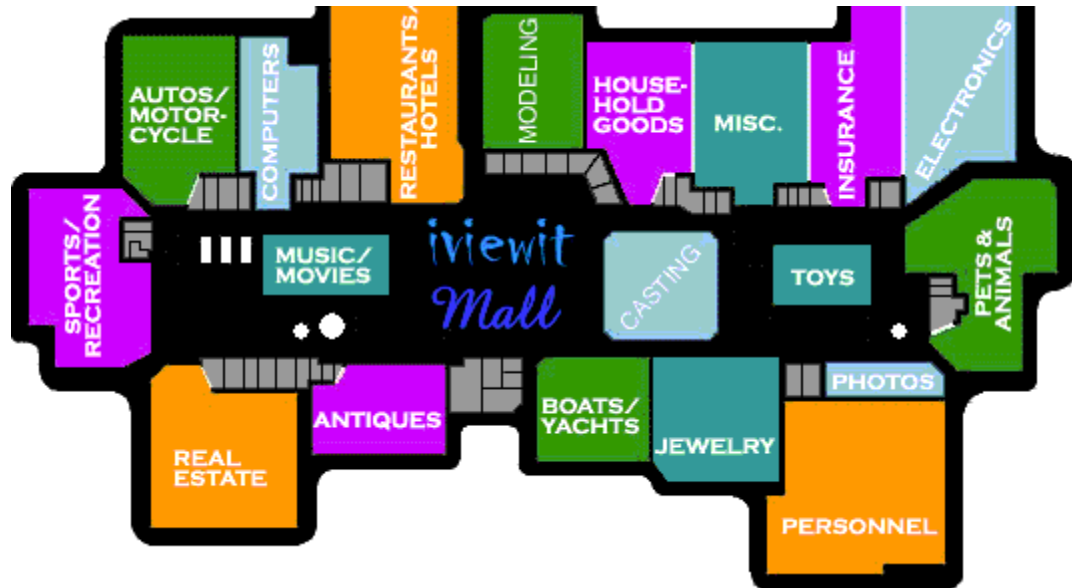
iviewit



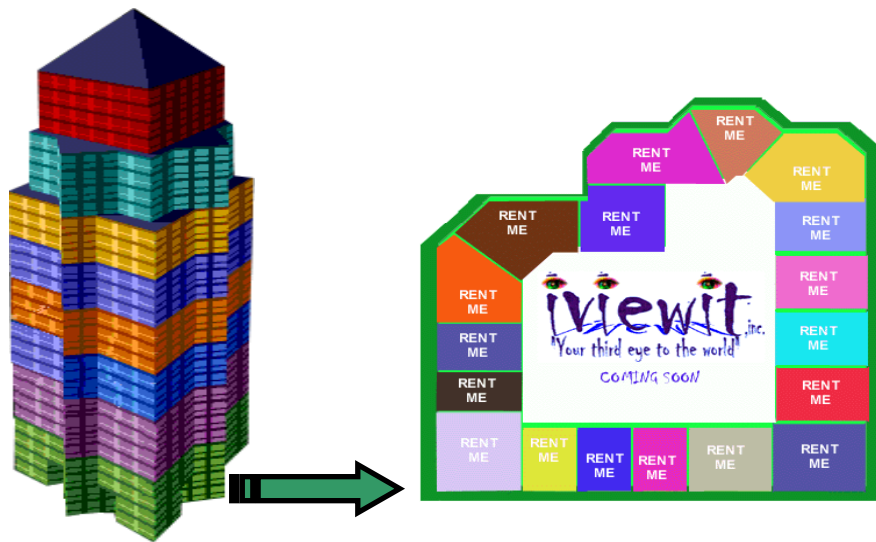
[ID# 000000621](#)

[ID# 000000821](#)





THE *iViewit* VIRTUAL MALL



The virtual mall offers unlimited possibilities as it is under perpetual construction and expansion. The mall is designed to accommodate an infinite array of products. Each floor is dedicated to the fulfillment of a consumer's needs in a specific industry or product cluster.



Floor 1 is dedicated to Real Estate. Available on this floor are storefronts offering residential real estate, commercial real estate, mortgages, insurance, moving & shipping services, relocation services, furniture rental, career center, city guides/local info, credit center, auto center, temporary housing, travel services, rentals, self storage.



To sample [iViewit's](#) real estate view [click here to](#)
"UPGRADE YOUR BRAIN"

Floor 2 is dedicated to Personnel. Available on this floor are storefronts offering resume posting, job postings, [iViewit](#) assisted placements, modeling, casting, career center, moving & shipping services, and relocation services.

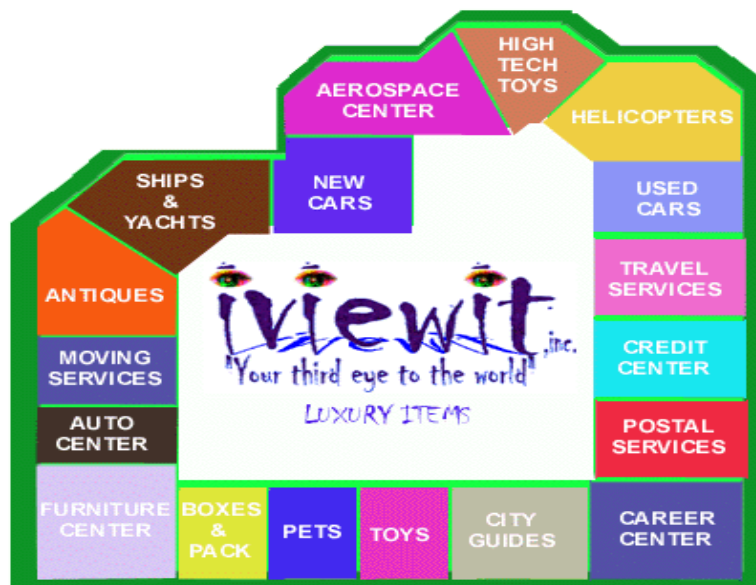




[click here to](#)

To sample **iviewit's** PERSONNEL VIEW **"UPGRADE YOUR BRAIN"**

Floor 3 is dedicated to Luxury Items. Available on this floor are storefronts offering, boats, yachts, ships, airplanes, helicopters, automobiles, credit center, insurance, art, antiques and furniture.



[click here to](#)

"UPGRADE YOUR BRAIN"

To sample [iviewit's](#) LUXURY ITEMS VIEW

Floor 4 is dedicated to Travel and Travel Related Services. Available on this floor are storefronts offering, booking services, airlines, hotels, time share, vacation destinations, rental cars, insurance, limousine services, restaurants and events.



[click here to](#)

To sample [iviewit's](#) TRAVEL VIEW

"UPGRADE YOUR BRAIN"

Unique [iviewit](#) website features and benefits common to all floors:

- ❖ ❖ Virtual world websites versus current websites designed with static, flat pictures and text
- ❖ ❖ Global marketing and database of properties, items and personnel
- ❖ ❖ Live onsite interaction between buyer and seller via [iviewit's](#) powerful "click-and-connect" videoconferencing.



- ❖ ❖ **iviewit** allows the user to control his viewing environment by zooming in and zooming out with up to 1700x distortion-free magnification in a virtual 360° panorama.
- ❖ ❖ Users are empowered with the ability to view an unlimited number of related products resulting in tremendous time and travel savings to potential buyers and sellers.

Specific benefits to the Personnel Floor:

- ❖ ❖ Global screening of qualified candidates from an increasing pool
- ❖ ❖ Videotaped candidate resumes further aid the selection process
- ❖ ❖ Live video conferencing of candidates to maximize selection process

Products & Services

iviewit's product is it's Patent Pending process for creating enhanced digital images.

Existing website product display technologies have been limited by speed and size causing frustration to the end user and limiting a website's ability to adequately depict products. **iviewit's** technology has been applied in the world's first virtual-reality mall in which all objects will be seen as close to realism as possible. ***iviewit's revolutionary process is a quantum leap akin to the change from black and white television to color, iviewit HAS RAISED THE BAR!***

Management Summary

iviewit has assembled a collection of talent with outstanding sales, management and technical backgrounds well networked into target markets.

- ❖ ❖ Simon L. Bernstein - Chairman of the Board
- ❖ ❖ Eliot Bernstein, *President*
- ❖ ❖ James Osterling, *West Coast Regional Co-Director*
- ❖ ❖ James Armstrong *Northeast Regional Director*
- ❖ ❖ Guy Iantoni, *Midwest Regional Co-Director*
- ❖ ❖ Jill Iantoni, *Midwest Regional Co-Director*
- ❖ ❖ Andy Dietz, *West Coast Regional Director*



- ❖ ❖ Judy Rosario, *Head of IT Management & Audio/Video Production*
- ❖ ❖ Zakirul Shirajee, *Website Engineer*
- ❖ ❖ Patricia Daniels, *Head of Photography*

The following video files were a revolution. They were scaled down and played back in full screen frames from 37Kbps they looked perfect, just like you see them here when played back full screen, on these just right click on it and go full screen and it will in fact play better than full screen encodes which don't play at all. At this time Ray and Chris were telling everyone to keep the video hush hush until we had all the provisional applications done. We had developed this far earlier than what is originally disclosed to the public on the video. It was a download, captured and encoded with a different intent than prior art, the art of human psychological perception and a bit of magic. These and then our streaming versions fooled the best of the best engineers from all walks, up until after we taught them what was going on.

Management Team

[Simon L. Bernstein](#)



Mr. Bernstein has pioneered the development of proprietary life insurance products and has formed two companies to facilitate the sales of these products. Mr. Bernstein, in 1972, founded S.B. Lexington, Inc. to facilitate the sales and marketing of his unique and copyrighted VEBA 501 (C) (9) trust. In 1983, Mr. Bernstein invented the Copyrighted Arbitrage Life Payment System, which is a unique leveraged single premium life insurance product for high net worth individuals. From the ground floor up, Mr. Bernstein developed for both companies a national sales and marketing network, which now account for over \$800 million in life premium sales.

In order to bring these products to market, Mr. Bernstein needed to establish relationships at the client level, as well as the life carrier level. Due to the nature of the Arbitrage program, and the need to secure premium financing, Mr. Bernstein has also developed strong relationship with domestic and international lending institutions. These products have led to relationships with such prominent corporations as; Lincoln Benefit Life/Allstate, First Transamerica Life, Allianz, ABN-AMRO, Bank of America, Chase, & Norwest.

Mr. Bernstein's career in the life insurance industry began in 1965 when he became the top producer for Aetna Life and Casualty Company. He has remained in the top 5% of life insurance sales agencies since that time. Mr. Bernstein is currently a qualifying and life member of the



Million Dollar Round Table. He has appeared before the House Ways and Means Committee and has been a guest speaker at the New York University Institution on Federal Taxation.

Eliot I. Bernstein



Eliot Bernstein has owned and operated SB Lexington, SW Insurance Agency since 1983. The Company was formed while attending the University of Wisconsin, Madison where Mr. Bernstein holds a Bachelor of Science in Psychology & Astronomy. Since 1981, he has been one of Arbitrage Life's top producing national sales executives, with over \$150 million of life premium sold. Mr. Bernstein's California clients include: The Irvine Company, Marvin Davis Companies, Irvine Sensors Corporation NASDAQ (IRSN), Showpower NASDAQ (SHO) and other high net worth clients and corporations. Mr. Bernstein was also a pioneer of the "No-Load" life insurance concept.

Mr. Bernstein is responsible for the creation and implementation of a computer based, fully consumer integrated, multi media, website & CD-ROM for sales and marketing of the Arbitrage Life Payment System (ALPS). In addition, he created the corporate office computing systems for STP and SB Lexington. These systems include all back office tracking and database management systems, currently handling over \$800 million of accounts. From his experience developing the ALPS website, Mr. Bernstein developed the technology to allow virtual product representation on the Internet. He is the founder of **iviewit** and is the Patent Pending holder of the **iviewit** technologies. Mr. Bernstein's vision is to create a new platform for Internet E-Commerce to transact along, that makes the makes the Internet a more useful commerce tool.

Gerald R. Lewin, C.P.A.





Gerald Lewin has been a certified public accountant since 1973 and is licensed to practice in the states of Florida and Michigan.

Mr. Lewin received a Bachelor of Science degree from Wayne State University in 1970. After his association with a medium-size accounting firm in Detroit for two years, he went on to become a partner and remain with the firm until he left Michigan. In 1981, Mr. Lewin relocated to Florida and joined with Donald Goldstein to form Goldstein Lewin & Co. Currently the firm has approximately 30 accountants. As one of the founding partners, he specializes in business consulting and is highly knowledgeable in many aspects of accounting, tax and financial planning.

Mr. Lewin is a member of both the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants.

James A. Osterling

James Osterling is a managing director of the Saybrook Residential fund. Prior to joining Saybrook, Mr. Osterling served as the Chief Financial Officer and Senior Vice President for California Pacific Homes (Cal Pac), a major California homebuilding and master planned community developer affiliated with the Irvine Company. Cal Pac has annual home and lot sale volume of 1200 units and annual revenues of \$250,000,000. Before joining Cal Pac in 1994, Mr. Osterling served as the Chief Financial Officer for Shea Homes, a nationally ranked homebuilder and master planned community developer with operations in the west, southwest and southeast regions of the U.S. and annual revenues of \$450,000,000.

Mr. Osterling has dedicated his career to financial management and capital market transactions in the real estate industry, commencing with his employment at Arthur Andersen & Co. as senior tax consultant specializing in real estate and tax shelter partnerships. He has over twelve years of experience as Chief Financial Officer in the real estate industry. As CFO, Mr. Osterling has structured, negotiated, and administered corporate borrowings in excess of \$500,000,000 and sourced and closed project level debt and equity financing with a combined transaction value exceeding \$400,000,000. Mr. Osterling has acquired and obtained financing for portfolios of



distressed properties purchased from lenders, regulatory agencies, and from debtors in possession in bankruptcy court with a transaction value in excess of \$200,000,000.

Mr. Osterling received a BS degree in Business Administration from Iowa State University in 1979, and an MBA from the Kellogg Graduate School of management at Northwestern University in 1986. He has also completed post-graduate work at the University of Southern California. Mr. Osterling is a member of the Building Industry Association, Urban land Institute, American Institute of Certified Public Accountants, California Society of Certified Public Accountants, Financial Executives Institute (board member), and the University of Southern California Real Estate Alumni (board member and past president).



James F. Armstrong



Jim Armstrong has owned and operated The Armstrong Group, Ltd. since 1982. The Armstrong Group is a financial planning and insurance consulting and sales firm targeting the corporate executive and high net-worth markets. Jim has demonstrated success in virtually all areas of sales, administration, sales management and business management and is accustomed to delivering results in all phases of sales growth and expansion. He has demonstrated success in the development of long-term business relationships directly with clients and with financial intermediaries and is accomplished in the use of high-end, sophisticated computers for developing sales aids, presentations, tracking portfolios and general automation and efficiency.

While operating The Armstrong Group Jim worked with Prudential Securities as a specialist in Retirement and Financial planning serving a ten state region and over 800 securities brokers. He was responsible for the marketing, promotion and development of Qualified Plan business and Investment Management Services business (money managers). His success in this regional role led to his appointment as the National Sales Manager for Prudential Securities' Primary Client Services division. In this role he was responsible for directing the sales effort for the firm's retirement products, financial planning capabilities and central asset account. Jim was then appointed as the National Sales Manager for the Prudential Securities Life Agency. He was responsible for building the infrastructure for this start-up venture. He developed marketing materials, formulated policies and procedures and recruited and supervised a national network of planning specialists.

Jim is a graduate of Northwestern University with a bachelor degree in economics and business.

Jill B. Iantoni, CPC





Mrs. Iantoni is currently a Senior Consultant at the Whitney-Carlyle Group. Her focus is in executive search within the real estate industry and has been a staffing consultant since 1994. Prior to the Whitney-Carlyle Group, Mrs. Iantoni was a senior level recruiter with a Chicago based AccuStaff Company. She was the highest national producing recruiter in the firm's history. Mrs. Iantoni began her career in the insurance industry with Cambridge Associates and Northwestern Mutual as a Sales Executive.

Mrs. Iantoni will leverage her staffing, consulting, and recruiting expertise to direct the personnel division for [iviewit, inc.](#) She has extensive experience networking within the staffing industry via direct marketing and Internet channels.

Mrs. Iantoni holds a Bachelor of Business Administration Degree from University of Miami and is currently eligible for admission to the Pinnacle Group, an organization for the nation's top producing recruiters.

[Guy Iantoni](#)



Mr. Iantoni is currently a Senior Financial Representative with Fidelity Investments. Through his years of experience at Fidelity Investments and Morgan Stanley Dean Witter, Mr. Iantoni has served as an Investment Management Consultant to high net worth individuals. Before this, Mr. Iantoni spent four years with Eli Lilly & Company creating and implementing direct marketing and sales campaigns within the healthcare industry. He has developed and leveraged computer databases to effectively market to target segments in both investments and healthcare.



Mr. Iantoni's expertise in sales and marketing initiatives will lead **iviewit's** Midwest region. He will be responsible for securing new contracts and overseeing management of all divisions. Mr. Iantoni has worked in conjunction with Eliot Bernstein to formulate the **iviewit** business plan and his development skills were a key component to the formation of **iviewit's** marketing strategy.

Mr. Iantoni graduated from the University of Wisconsin, Madison with an advanced Degree in Pharmacy. He is currently a registered investment adviser holding series 7, 63, 65, 31 and insurance licenses.

ANDREW R. DIETZ

-

Andy Dietz

Executive Vice President, Hotels & Resorts

Mr. Dietz is currently an executive in a licensed travel agency providing all travel related services to the entertainment industry (commercial airline ticketing, hotel and resort reservations and ground transportation). His clients include: concert touring artists, celebrities, wealthy individuals and executives. Mr. Dietz has also been a principal in an aircraft charter brokerage business arranging private aircraft to individuals and groups within the entertainment industry.

Mr. Dietz brings to **iviewit** a high level of expertise and start-up skills within the travel and entertainment industries. Since 1980, Mr. Dietz has been developing and maintaining strong relationships with key target **iviewit** customers. He will be responsible for coordinating and overseeing the national hotel and resort division for the company.

Mr. Dietz was formerly an auditor with Arthur Andersen, and is a graduate, summa cum laude, of Pennsylvania State University.

-

Andrew Dietz, age 42, has been involved in the transportation industry specializing in the movement of high value, time sensitive equipment primarily focusing on entertainment industry ranging from film and television productions to concert touring productions for 15 years. In addition, Mr. Dietz has been an Principal/Executive in a licensed travel agency since 1980, providing all travel services,(commercial air ticketing, reservations for air, hotel, train and auto services) to concert touring artists, entertainment industry executives, celebrities and other wealthy individuals who require a very high level of service and personal attention. Mr. Dietz has also been a principal in an aircraft charter brokerage business since 1980, a business which arranges private aircraft for charters to individuals or groups in the entertainment industry ranging from Lear jets to 737's.



Mr. Dietz was formerly an auditor with Arthur Andersen & Co., and is a graduate, summa cum laude, of Pennsylvania State University.

Jude R. Rosario



Mr. Rosario is currently the Information System Administrator and Video Production Manager for St. Andrews Country Club. Prior to joining St. Andrews Country Club, Mr. Rosario held several positions involving software and web development. He brings expertise in the design and production of Internet based visual media creation. He also has in depth knowledge of configuring computer networks and systems data management.

Mr. Rosario, in conjunction with Mr. Shirajee, have developed the technical systems to bring **iviewit** technology to a functional working website. Mr. Rosario's information technology experience will be leveraged to oversee all website technology initiatives.

Mr. Rosario holds a Masters Degree in Sociology Computer Architecture and Database Management. He holds expertise in Novell Netware Administration and Microsoft NT Administration.

Zakirul Shirajee



Mr. Shirajee currently works as a computer programmer for the Florida Atlantic University. He is skilled in the areas of website development creating sites such as, www.getarb.com and



www.cyberfyds.com. Mr. Shirajee is well versed in both Unix and Windows operating systems with extensive knowledge of programming languages such as: C, C++, Pascal and html.

Mr. Shirajee has been involved with the creation of **iviewit** web design and infrastructure. He will serve as Chief Website Engineer and work in conjunction with Jude Rosario to implement and support the **iviewit** website.

Patty Daniels



Patty Daniels is currently one of South Florida's most sought after independent photographers. Patty has 15 years of professional experience in photography, and her work can be seen at Joanne Hoinig Interior Design in Boca Raton.

Patty will head **iviewit's** photography department bringing several distinct advantages to **iviewit** photography. Her expertise in the areas of panoramic interior photography and lighting will ensure superior quality for **iviewit's** Internet images. Patty has photographed multi-million dollar homes for Premiere Estate Properties, a publication of Sotheby's International Realty. Ms. Daniels will coordinate both photography and video responsibilities with web engineering and development staff.

Capital Requirements

iviewit will seek to forge strategic alliances and partnerships. Simultaneously, **iviewit** is seeking a Venture Capital partner.

Investor Exit Strategy

1. It is the **Company's** intent, in due time, to offer the shares to the public market.
2. The **Company** may entertain offers from public or private companies for acquisition or merger.



3. It is the **Company's** intent to pay profits out of the **Company** to the investors and principals in proportion to their respective shares. The Board of Directors will determine the amount of distribution to its investors.

Litigation and Potential Liability

The **Company** is not currently involved in any litigation nor does it have any knowledge or information regarding any pending litigation or claims that may adversely affect the **Company**.

HERE JOAO HAS 50 PATENTS, VERY BUSY SINCE MEETING US

DOING BUSINESS WITH LAW FIRMS - FROM ELDERLY TO INTERNET: LAW'S NEW DOMAINS - FIVE PEOPLE TO WATCH

Publication: Newsday

Date: Monday, Mar 13, 2000

Author: Manny Topol

Featuring: [James M. Wicks](#)

As Society is changing, so is the business of law. On one hand, there is a growing interest in elder law, because of the "graying" of Long Island, and on the other, a need to help companies deal with the new world of high-tech.

More and more law firms are adding technology litigation departments to deal with such things as intellectual property, patents, Web sites and domain names – involving legal concerns that did not exist a few years ago.

The Mineola law firm of Meltzer, Lippe, Goldstein, & Schlissel, for example, last year expanded and restructured its intellectual property division by bringing in attorney Raymond A. Joao, an expert in patent law, to head the division and Frank Martinez, a specialist in trademark and copyright law. Martinez was a former design patent examiner for the U.S. Patent and Trademark Office in Washington, D.C. They are on the cups of future law.

"We're seeing a lot of more high-tech cases than ever before involving patents, patent infringement, domain disputes, trademarks and copyrights. It's an explosive sector of law right now," Joao said. Also, the patent office is amenable to business method patents and software patents. "The fact that you can improve on pre-existing patents can allow [more people] to get patents."

The use of businesses and executives using personal computers has meant that the volume of cases has increased dramatically in his field, he added.

It's an industry that people are trying to get in," he said. "If you have a computer, you can do it. This area is explosive." Joao is also an electrical engineer and inventor who has been **awarded about 10 patents and has about another 40 to 50 patent-pending inventions**. He also has an MBA from City University.



HERE JOAO HAS 80 PATENTS

[Raymond A. Joao](#)

Raymond A. Joao joined Dreier & Baritz LLP in 2001 as Of Counsel to the Firm's intellectual property department. Mr. Joao brings to the Firm an extensive legal, business and engineering background encompassing virtually all aspects of intellectual property, including prosecution of patent applications; reexaminations; preparation of patent opinions; litigation; and counseling clients in the development, management and exploitation of their intellectual property assets.

Mr. Joao is also currently an intellectual property management consultant for various start-up software, telecommunication, Internet and e-commerce companies. He regularly directs new business and intellectual property development efforts; negotiates contracts; drafts license agreements; performs due diligence in mergers and acquisitions; assists in the preparation of business plans, executive summaries and other corporate documents; conducts competitive analysis studies; aids in the formulation of litigation strategies; and assists in capital raising efforts.

Notably, Mr. Joao is the inventor of **10 issued U.S. patents and has over 80 patent pending** technologies. Mr. Joao was also a founder of Electroship (N.Y.), Inc. which was formed to exploit certain patent pending technologies of which Mr. Joao was a co-inventor. Electroship (N.Y.), Inc. was acquired by a public company within six months of its formation. Mr. Joao headed Electroship's intellectual property and corporate efforts, as well as the merger and acquisition deal leading up to the merger.

Prior to joining Dreier & Baritz, Mr. Joao was head of the Intellectual Property Department at Meltzer, Lippe, Goldstein & Schlissel, P.C. in Mineola, New York. He was also formerly a partner at Anderson Kill & Olick, P.C. in New York in the Intellectual Property Group. Prior to the commencement of his legal career, Mr. Joao was an electrical engineer with Loral Corporation in the Systems Engineering Group, and prior to that was an engineer with Sperry Corporation.

Mr. Joao obtained a Bachelor of Science in Electrical Engineering in 1982 and a Master of Science in Electrical Engineering in 1984 from Columbia University School of Engineering and Applied Science. He received his law degree in 1990 from St. John's University School of Law. Most recently, in 1999, he obtained a Masters in Business Administration in Finance from Baruch College/City University.

Mr. Joao is admitted to practice before the United States Patent and Trademark Office, the U.S. District Courts for the Southern and Eastern Districts of New York, and the New York State and Connecticut Bars.

e-mail: rjoao@dreierbaritz.com



EXHIBIT 9 – More on the Case of Walking Patents out of I View It and to your home

In the attached documents you will find that Brian submits to Foley and then Foley to USPTO General Appointment of Agents. On one he signs as he should as President of I View it, although not sure why he is on these patents, and on the second he submits himself, with his home address, with no I View It title. Later Foley folly's end up with patent 122&123 going to his home, with no signature as officer of I View It, no other inventors and finally no assignments filed on behalf of I View It. Remember the entrusted overseer of our patent pool is Brian's friend Bill Dick of Foley & Larders. You make the call.



FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5307
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4500

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D. C.
WEST PALM BEACH

EMAIL ADDRESS
dahoe@foleylaw.com

WYATT'S DIRECT LINE
(414) 297-5718

August 11, 2000

45.1

Mr. Brian G. Utley
President & COO
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

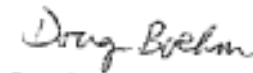
Re: PCT International Patent
Application No.: PCT/US00/15405
Filing Date: 6/02/2000
Title: System and Method for Providing an
Enhanced Digital Video File
Applicant: Iviewit.com
Our Ref.: 57103/112

Dear Brian:

Enclosed for your records is a copy of the Response to the Invitation to Correct Defects in the International Application, which was filed with the United States Patent and Trademark Office on August 2, 2000, in connection with the above-identified application.

We will keep you informed of all future developments as they occur. Please feel free to contact me with any questions or comments regarding this matter.

Very truly yours,


Douglas A. Boehm

Enclosure(s)

001.833419.1

ESTABLISHED 1942

A MEMBER OF GLOBALEY WITH MEMBER OFFICES IN BERLIN, BRUSSELS, CHICAGO, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND SYDNEY



TRANSMITTAL LETTER TO THE UNITED STATES
RECEIVING OFFICE

Date	02 August 2000
International Application No.	PCT/US00/15405
Attorney Docket No.	57103/112

I. Certification under 37 CFR 1.10 (if applicable)

EL 640466505 US
Express Mail mailing number

02 August 2000
Date of Deposit

I hereby certify that the application/correspondence attached hereto is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231

<i>Shirley M. Miksa</i>
Signature of person mailing correspondence

Shirley M. Miksa
Typed or printed name of person mailing correspondence

II. ☐ New International Application

TITLE	SYSTEM AND METHOD FOR PROVIDING AN ENHANCED DIGITAL VIDEO FILE	Earliest priority date (Day/Month/Year)
		03 June 1999

SCREENING DISCLOSURE INFORMATION: In order to assist in screening the accompanying international application for purposes of determining whether a license for foreign transmittal should and could be granted and for other purposes, the following information is supplied. (Note: check as many boxes as apply):

- A. ☐ The invention disclosed was not made in the United States.
 B. ☐ There is no prior U.S. application relating to this invention.
 C. ☐ The following prior U.S. application(s) contain subject matter which is related to the invention disclosed in the attached international application. (NOTE: priority to these applications may or may not be claimed on form PCT/RO/101 (Request) and this listing does not constitute a claim for priority)

Application no.		application no.	
Application no.		application no.	

- D. ☐ The present international application ☐ is identical to ☐ contains less subject matter than that found in the prior U.S. application(s) identified in paragraph C above.
 E. ☐ The present international application ☐ contains additional subject matter not found in the prior U.S. application(s) identified in paragraph C above. The additional subject matter is found throughout the application and ☐ DOES NOT ALTER ☐ MIGHT BE CONSIDERED TO ALTER the general nature of the invention in a manner which would require the U.S. application to have been made available for inspection by the appropriate defense agencies under 35 U.S.C. 181 and 37 CFR 5.1. See 37 CFR 5.15.

III. ☒ Response to an Invitation from the RO/US. The following document(s) is(are) enclosed:

- A. ☒ A Response to the Invitation to Correct Defects in the International Application
 B. ☒ Four (4) Powers of Attorney (General)
 C. ☒ Replacement pages:

pages		of the request (PCT/RO/101)	Pages	1-3	of the figures
pages		of the description	Pages		of the
pages		of the claims			abstract

- D. ☐ Submission of Priority Documents
 E. ☐ Fees as specified on attached Fee Calculation sheet form PCT/RO/101 annex

- IV. ☐ A Request for Rectification under PCT Rule 91 ☐ A Petition ☐ A Sequence Listing Diskette
 V. ☒ Other (please identify): Postcard

The person signing this form is the: ☐ Applicant ☒ Attorney/Agent (Reg. No. 32,014) ☐ Common Representative

Typed name of signer	Douglas A. Boehm	Signature	<i>Douglas A. Boehm</i>
----------------------	------------------	-----------	-------------------------



File Reference: 57103/112

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Iviewit Holdings, Inc., et al.
International
Application No. : PCT/US00/15405
International
Filing Date : 02 June 2000 (02.06.2000)
Title of
Invention : SYSTEM AND METHOD FOR PROVIDING AN
ENHANCED DIGITAL VIDEO FILE

**RESPONSE TO THE INVITATION
TO CORRECT DEFECTS IN THE INTERNATIONAL APPLICATION**

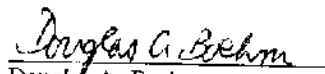
Assistant Commissioner for Patents
Box PCT
Washington, D.C. 20231

ATTN: RO/US

Sir or Madam:

In response to the Invitation to Correct Defects in the International Application (Form PCT/RO/106) dated 25 July 2000, Applicant respectfully submits four (4) duly-executed PCT General Appointments of Agent, and three (3) sheets of formal drawings, for filing in connection with the above-identified application.

Respectfully submitted,


Douglas A. Boehm
Registration No. 32,014

Dated: 02 August 2000

Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



45.2
45.1

PATENT COOPERATION TREATY

GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603
JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
PAUL S. HUNTER	Reg. No. 44,787
KATHERINE D. LEE	Reg. No. 44,865
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
RICHARD B. O'PLANICK	Reg. No. 29,096
TODD A. RATHS	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,881

attorneys at law of Firststar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 31st day of July, 2000 at Boca Raton, FL
in U.S.A.

FOR: IVIEWIT HOLDINGS, INC.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431
United States of America

BY: [Signature]
Title: PRESIDENT



45.3

PATENT COOPERATION TREATY
GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL I. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603
JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
PAUL S. HUNTER	Reg. No. 44,757
KATHERINE D. LEE	Reg. No. 44,865
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

attorneys at law of Firstar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 31 day of July, 2000 at Boca Raton, FL in U.S.A.

BY:

Brian G. UTLEY
 1930 SW 8th Street
 Boca Raton, FL 33486
 United States of America



Exhibit 10 – Case of the Mismatched File Numbers on filed patent documents aka the cover-up

Note that the filed document has smudges that pick up better on scan on the application number 57103-111, not so bad in and of itself, it is just weird how on the bottom it references 57103-114 and US is written above. Under forensic scan what we have looks bad but we should get this along with all documents, as filed at the office as a comparison. Scanned originals would be best for forensic comparison at no less than 600 dpi color. Remember it is 57103-111 that has Jude disappearing to be replaced by Utley.

The files that were transferred by Brian has smudges and cross outs abundantly throughout his transition from Jude to him as applicant. This looks very scammy.



JEAN-DARO

PATENT COOPERATION TREATY

From the INTERNATIONAL SEARCHING AUTHORITY

PCT

To:
FOLEY & LARDNER
 777 East Wisconsin Avenue
 33rd Floor
 MILWAUKEE, WI 53202-5367
 UNITED STATES OF AMERICA



NOTIFICATION OF TRANSMITTAL OF
 THE INTERNATIONAL SEARCH REPORT
 OR THE DECLARATION

(PCT Rule 44.1)

Date of mailing
 (day/month/year)

02/11/2000

Applicant's or agent's file reference

57103/111

FOR FURTHER ACTION See paragraphs 1 and 4 below

International application No.

PCT/US 00/15408

International filing date
 (day/month/year)

02/06/2000

Applicant

IVIEWIT HOLDINGS, INC. et al.

RESPONSE DUE 02 MAR 2001

02 DE 2000

19 DE 2000

1. ☒ The applicant is hereby notified that the International Search Report has been established and is transmitted herewith.

Filing of amendments and statement under Article 19:

The applicant is entitled, if he so wishes, to amend the claims of the International Application (see Rule 46):

When? The time limit for filing such amendments is normally 2 months from the date of transmittal of the International Search Report; however, for more details, see the notes on the accompanying sheet.

Where? Directly to the International Bureau of WIPO
 34, chemin des Colombettes
 1211 Geneva 20, Switzerland
 Facsimile No.: (41-22) 740.14.35

For more detailed instructions, see the notes on the accompanying sheet.

2. ☐ The applicant is hereby notified that no International Search Report will be established and that the declaration under Article 17(2)(a) to that effect is transmitted herewith.

3. ☐ With regard to the protest against payment of (an) additional fee(s) under Rule 40.2, the applicant is notified that:

☐ the protest together with the decision thereon has been transmitted to the International Bureau together with the applicant's request to forward the texts of both the protest and the decision thereon to the designated Offices.

☐ no decision has been made yet on the protest; the applicant will be notified as soon as a decision is made.

4. **Further action(s):** The applicant is reminded of the following:

Shortly after 18 months from the priority date, the international application will be published by the International Bureau. If the applicant wishes to avoid or postpone publication, a notice of withdrawal of the international application, or of the priority claim, must reach the International Bureau as provided in Rules 90bis.1 and 90bis.3, respectively, before the completion of the technical preparations for international publication.

Within 19 months from the priority date, a demand for international preliminary examination must be filed if the applicant wishes to postpone the entry into the national phase until 30 months from the priority date (in some Offices even later).

Within 20 months from the priority date, the applicant must perform the prescribed acts for entry into the national phase before all designated Offices which have not been elected in the demand or in a later election within 19 months from the priority date or could not be elected because they are not bound by Chapter II.

Name and mailing address of the International Searching Authority



European Patent Office, P.B. 5818 Patentlaan 2
 NL-2280 HV Rijswijk
 Tel. (+31-70) 340-2040, Tx. 31 651 epo.nl
 Fax: (+31-70) 340-3018

Authorized officer

Jolanda Offerman-Hazeleger

Form PCT/ISA/220 (July 1998)

U.S.
 57103/111 JFS DUE 02 MAR 2001

31/6/00
 K

Exhibit



11 – Case of the changing patent title

Here we have evidence that on 6/1/2000 a day before filing to the USPTO a copy of what appears to be my hand notes prior to filing and you again clearly see Jude and Zakirul were the intended inventors. What else this shows is that on June 2, 2000 the name of the application changes to Streaming vs. Providing, a major difference completely against all we had talked about and perhaps limiting us. Who changes the title?



JUN. 1. 2000 12:33AM 33RD FLOOR

NO. 859 P. 4/37

57103/111

DRAFT

PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR PROVIDING

AN ENHANCED DIGITAL VIDEO FILE

Feb 23
231.8
Ev 31

Inventors:

Elliot I. Bernstein
[home address]
[citizenship]

Zach ____
[home address]
[citizenship]

Zakirul
Shirajee

Jude ____
[home address]
[citizenship]

Juan Rosario

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



JUN. 1. 2000 12:33PM 33RD FLOOR

NO. 859 P. 5/37

57103/111

TITLE OF THE INVENTION

SYSTEM AND METHOD FOR PROVIDING AN
ENHANCED DIGITAL VIDEO FILE

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional
Application No. 60/137,297, filed June 3, 1999, U.S. Provisional
Application No. 60/155,404, filed September 22, 1999, and U.S.
Provisional Application No. 60/169,559, filed December 8, 1999.

FIELD OF THE INVENTION

The present invention relates generally to video
imaging. More specifically, the present invention relates to a system
and method for providing high quality digital video files for streaming
across a network.

BACKGROUND OF THE INVENTION

Streaming video is a technique by which video is played
in real time as it is downloaded over the Internet, as opposed to
storing it in a local file first. A plug-in to a web browser, such as
Netscape Navigator, decompresses and plays the data as it is
transferred to a user computer over the World-Wide Web. Streaming
video avoids the delay entailed in downloading an entire file and then
playing it with a plug-in application. Streaming video requires a fast
connection and a computer powerful enough to execute the
decompression algorithm in real time.

In the field of streaming video, the primary design
challenge is that the viewer desires perfect video quality over a

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not true that
it must be
just
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process
increases
quality of
business
order



FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
EVANSTON
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE WISCONSIN 53202-5357
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

E-MAIL ADDRESS
sbecken@foleylaw.com

WRITER'S DIRECT LINE
(414) 297-5571

August 1, 2000

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Streaming an Enhanced Digital Video
File
Applicant: Iviewit Holdings, Inc.
Our Ref.: 57103/111

Dear Brian:

We are pleased to confirm that the above-identified application was filed with the U.S. Receiving Office on June 2, 2000, and accorded Application Number PCT/US00/15408. In accordance with your instructions, all PCT member countries were designated, and the European Patent Office was appointed as the International Searching Authority for this matter. Enclosed for your records is a copy of the application as filed, the transmittal of filing fees, and the related notification from the United States Receiving Office.

Please note that the deadline for entering the national phase of this application is February 3, 2001. National phase may be deferred for another ten months, until December 3, 2001, by filing a Chapter II Demand for International Preliminary Examination. This Demand must be filed by January 3, 2001. For any country in which we do not meet the national phase deadline or, alternatively, the International Preliminary Examination deadline, the PCT application will be considered withdrawn.

ESTABLISHED 184

A MEMBER OF GLOBALEX WITH MEMBER OFFICES IN BERLIN, BRUSSELS, DAVOS, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND STUTTGART

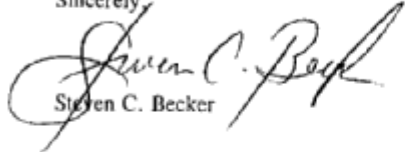


FOLEY & LARDNER

Mr. Brian G. Utley
August 1, 2000
Page 2

We will forward reminder letters to you well before these deadlines. Please do not hesitate to contact our office with any questions or comments regarding this matter.

Sincerely,


Steven C. Becker

Enclosure(s)

cc: Douglas A. Boehm

1.817090.1



57103/111

TITLE OF THE INVENTION

SYSTEM AND METHOD FOR STREAMING AN
ENHANCED DIGITAL VIDEO FILE

31.6
Ev 31
Tals!

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional
Application No. 60/137,297, filed June 3, 1999, U.S. Provisional
Application No. 60/155,404, filed September 22, 1999, and U.S.
5 Provisional Application No. 60/169,559, filed December 8, 1999.

FIELD OF THE INVENTION

The present invention relates generally to video
imaging. More specifically, the present invention relates to a system
and method for providing high quality digital video files for streaming
10 across a network.

BACKGROUND OF THE INVENTION

Streaming video is a technique by which video is played
in real time as it is downloaded over the Internet, as opposed to
storing it in a local file first. A video player decompresses and plays
15 the data as it is transferred to a user computer over the World-Wide
Web. Streaming video avoids the delay entailed in downloading an
entire file and then playing it with a plug-in application. Streaming
video requires a communications connection (e.g., a network,
Internet, etc.) and a computer powerful enough to execute the
20 decompression algorithm in real time.

In the field of streaming video, the primary design
challenge is that the viewer desires perfect video quality over a



Exhibit 12 – Smudges & Fudges on 57013-112 and how to add your name to inventions that were invented without you



Note the smudges on the filing number



JUN. 2.2000 6:25PM 33RD FLOOR

NO. 890 P. 1/35

FOLEY & LARDNER
ATTORNEYS AT LAW
FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-8367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

FACSIMILE TRANSMISSION

Total # of Pages 35 (including this page)

TO:	PHONE:	FAX #:
Brian Utley	(561) 999-8899	(561) 999-8810

From: Steve Becker
Sender's Direct Dial: (414)297-5571
Date: June 2, 2000
Client/Matter No: 57103/11#2
User ID No: 1963

3610
E631
Tsb3

MESSAGE:

CONFIDENTIAL AND PRIVILEGED

Brian: Attached is a second draft of a patent application (our reference number 57103/112). Please review per the instructions in my prior letter of May 29, 2000. In particular, please ensure that all named inventors (Eliot, Brian, and Jude) read and understand the proposed claim scope. If you have any questions, please contact me. - Steve

If there are any problems with this transmission or if you have not received all of the pages, please call (414) 297-5444.

Operator:	Time Sent:	Return Original To:
		SCB

CONFIDENTIALITY NOTICE: THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR ANY AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

001.789526.1

Cover Page 1 of 1



Exhibit 13 – Case of the very fake fax and the fraud on patent 5865-2 begins

This is a critical piece of evidence in showing how we lose 5865-2 and the fax although it looks so innocent reeks of disaster. First the header is all cut up on the copy from Ray and look at the font used in 01 and 02. Notice the lack of cover page information, I threw in a 3rd and 4th page of this exhibit that is not related but for use as comparison methodology. There is no footer on this cover but there is an incomplete reference number on the lower right side, which typically is not on their fax covers. Note that it is page 1 of a 1 page fax according to the cover, yet the cover asks one to refer to the attached, which would of course make this a 2 page fax which is why we have pages 001 and then 002. But to one skilled in the art the 002 page number at the top is a different font than 001, in fact it is italic type and thus the 0 stands out vs. 0. Not a copy error a font error. Page 1 and 2 have different reference numbers 156067.1 and 199193.1.

This is a critical fraud error as it explains the Case of Missing patent 5865-2.
HERE WE HAVE A BIG PLURAL REGARDING THE APPLICATIONS



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: January 13, 2000 TIME: 2:21PM

Telecopier Message From:
Raymond A. Joao
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. Brian Utley
FAX NUMBER:	561-999-8810
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	1
COMMENTS/INSTRUCTIONS:	
See attached.	

47.2
BIN 2
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156067.1



**HERE WE HAVE A BIG PLURAL REGARDING THE
APPLICATIONS**



002

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501
TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0853
INTERNET: www.mlg.com

WRITER'S DIRECT EXT:

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN*
LEWIS S. MELTZER
CHARLES A. BLICH
ALAN L. MITTMAN
BRIAN S. CONNELLY
JOSEPH KATZ
DAVID J. SCHAFER
RICHARD GABRIELE
STEPHEN W. SCHLISSEL

STEPHEN M. BREITSTONE
THOMAS J. MCGOWAN
ARNOLD S. KLEIN S
KEITH M. HERRMETHNER, III*
ELENA KARABAYOS
LORETTA H. GASTWIRTH
RONALD F. POCCOPOLIN
JONATHAN M. HOFFMAN
ALAN C. COENEN
BRUCE J. TABAKOWSKI

COUNSEL

BERNARD TANNENBAUM
GABRIEL S. KOHN
RICHARD REICHLER
HERBERT W. SOLOMON, P.C.
GERALD P. HALPERN
BARRY J. FISHER

MADELYN SPATT SHULMAN
RAYMOND A. JOAN*
MITCHELL H. LEVITIN
GARY H. MELTZER
ALLAN E. BINDER
FRANK J. MARTINEZ

NICHOLAS J. SCHAFER
JONATHAN D. FARRELL*
NOEL G. BONILLA
JEFFREY A. FLEISCHMAN
HARVEY T. FINER

MICHAEL H. HABRI
GREG ZUCKER
LAUREN M. GRAY
DEBRA A. CLIFMENT

ALSO ADMITTED IN:

MA
NJ
IN & CT

CT
PT
-REGISTERED PATENT ATT

January 13, 2000

47.3
3047
BINO

VIA TELEFAX 561-999-8810

Mr. Brian Utley
One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

Re: iviewit Patent Application Assignments
Our Reference No. : 5865-2

Dear Brian:

Pursuant to our conversation earlier today, we will await your instructions as to who the new Assignee of the iviewit patent applications will be. Once we receive your instructions, we will promptly prepare eight (8) Assignments and forward them to you for execution.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN,
WOLF, & SCHLISSEL, P.C.

By:

Raymond A. Joao

RAJ/mb

199193.1



Comparison Doc



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: August 16, 1999 TIME: 1:31pm
Telecopier Message From:
Nicole Eliseo-Pinou
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

5200
Br 3
20.3

Please deliver the following pages to:

NAME:	MR. ELIOT BERNSTEIN
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	27
COMMENTS/INSTRUCTIONS:	RE: PROV. PAT. APPL. - 5865-5 Eliot, attached herewith please find the patent application, with revisions and drawings. Also attached is a Declaration/Power of Attorney form and Small Entity Statement form. Please sign and date the Declaration/Power of Attorney and Small Entity Statement where indicated and return them to us ASAP so that we may file the application in the U.S. Patent and Trademark Office. Also, please enclose a check in the amount of \$86.75 (\$75.00 to cover the PRO filing fee and \$11.75 for the Express Mailing fee). If you have any questions regarding the above, please do not hesitate to contact us. P.S. - When sending faxes to us, please use the following fax number - 516-747-9363. Thanks!

Transmitting from a Parafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-9363. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.

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Comparison Doc

03/31/00 FRI 16:21 FAX

002

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

180 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0663

INTERNET: www.mlg.com

RICHARD A. LIPPE	STEPHEN M. BREITSTONE
SHLOMO H. GOLDSTEIN*	THOMAS J. MCGOWAN
LEWIS S. MELTZER	ABRAHAM S. KLEIN
CHARLES A. BILICH	KEITH M. MERRINGTON*
ALAN L. HITTMAN	ELINA KARABATOS
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JOSEPH KATZ	RONALD P. POPPLEIN
DAVID I. SCHAFER	JONATHAN M. HOFFMAN
RICHARD GABRIEL	ALAN C. EDERER
STEPHEN W. SCHLISSEL	BRUCE J. ZABARAUSKAS

WRITER'S DIRECT EXT.

COUNSEL

BERNARD TANNENBAUM	MARLENE SPATT SHULMAN
GABRIEL S. KOPIN	MATTHEW A. JOAO*
RICHARD REICHLER	MICHAEL H. LEVITIN
HERBERT W. SOLOMON, P.C.	GARY M. MELTZER
GERALD P. HALPERN	ALLAN E. BINDER
GARY J. FISHER	FRANK J. MARTINEZ

MICHAEL J. SCHAFER	MICHAEL H. MARR
JONATHAN D. FARRELL*	ERIC RUCKER
NOEL C. BOHLLA	LAUREN M. GRAY
JEFFREY A. FLEISCHMAN*	DEBRA A. CLEMENT
HARC T. FISHER	

ALSO ADMITTED IN:

* MA
* NJ
* NJ & CT* CT
* FL
* REGISTERED PATENT ATTORNEY

March 31, 2000

VIA TELEFAX 561-999-8810

Ms. Erica Lewin
iviewit.com LLC
2255 Glades Road
Suite 337 West
Boca Raton, FL 33431-7360

Re: PCT Patent Application
Applicant : Elliot I. Bernstein
Title : APPARATUS AND METHOD FOR PRODUCING
ENHANCED DIGITAL IMAGES
Filing Date : March 23, 2000
Our Ref. No. : 5865-10

Dear Ms. Lewin:

Please find attached herewith a statement for the above-identified matter.

If you should have any questions or comments, please do not hesitate to contact me.

Sincerely,

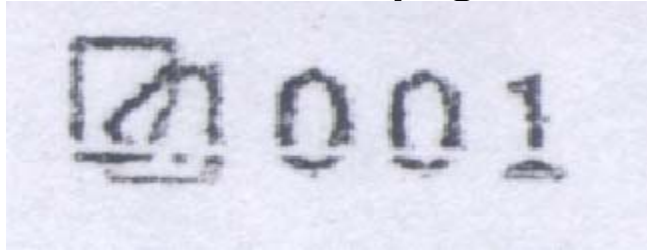
Raymond A. Joao
Raymond A. Joao

RAJ:nep
Enclosures

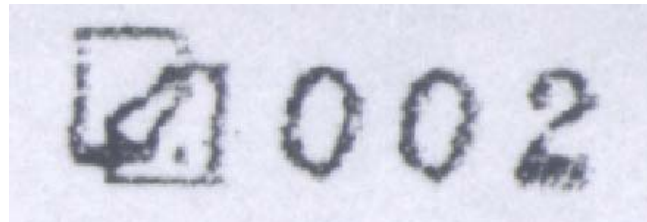
207613.1



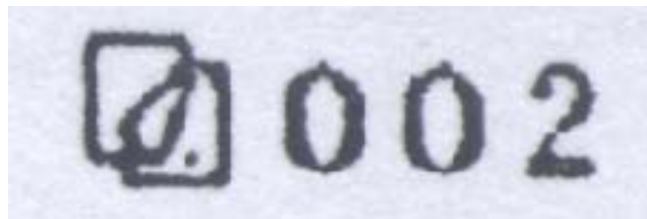
Taken from page 1



Taken from page 2



Taken from page 2 of comparison



Those are perfectly scanned and even



Exhibit 14 – Case of changing fonts again

The type font from the original copy and the following copy's typeset is different, which is quite odd for copies, whose handwriting is this??



57103/121

Copy

U.S. PATENT APPLICATION
for
SYSTEM AND METHOD FOR PROVIDING AN
ENHANCED DIGITAL IMAGE FILE

U.S. Application No.: 09/630939
U.S. Filing Date: August 2, 2000

49
49.6
81

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FLORIDA 33432
Citizenship: U.S.

Brian G. Utley
1930 SW 8th Street
Boca Raton, FLORIDA 33486
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



Att. Pkt. No. 57103/121

49
49.8
B1

U.S. PATENT APPLICATION

for

SYSTEM AND METHOD FOR PROVIDING AN
ENHANCED DIGITAL IMAGE FILE

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FLORIDA 33432
Citizenship: U.S.

Brian G. Utley
1930 SW 8th Street
Boca Raton, FLORIDA 33486
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



These are close-ups on the two supposed copies but copies normally do not have different fonts,
nor for that matter do similar documents.

57103/121

mind you this is supposed to be COPY!

57103/121

**Happens on other applications in this evidence folder
and may indicate 2 separate sets of documents were
in existence for these patents in 2 different type fonts**



Case 15 – What was and what is not

Following is a case study in patent document fraud. This document was taken from Joao in the midst of him changing the filings in our back lab and us catching him. What follows is excerpts on part of we gave him and authorized him to file and what he actually ended up filing.

What was

SUMMARY OF THE INVENTION

The present invention provides an apparatus and a method for producing digital images which overcomes the shortcomings of the prior art. The apparatus includes a camera, which can be a conventional print film camera, digital camera and/or digital developing device, which can be any device or collection of devices for developing the image taken by the camera, into an enlarged print film image or a digital image, and an enlarging device, for enlarging the image. A digital camera can also be utilized to obtain the image. If the image is taken with a digital camera, a print image may be obtained from the digital image. The image can then be enlarged. The image may be enlarged without the need for a print set.

The apparatus also includes a computer and associated peripheral devices for performing the various processing routines of the method of the present invention. The apparatus also includes a scanning device, for scanning the print film image or photograph in order to obtain a digital image representation of same.

The print or digital film image, which is obtained by the camera, can be developed by the developing device, and enlarged by the enlarger. The image print may then be scanned by the



scanner in order to generate a digital file or other high quality image extension file. A plurality of these digital files can then be stitched together thereby creating a panoramic scene or image.

The computer may be utilized in order to perform touch-up operations on the obtained image or image collection in order to make refinements and/or enhancements thereto. The image can then be converted from a high resolution image compression extension file to a low resolution graphic or video image extension file.

The resulting file may then be processed so that the image represented therein can be displayed and/or posted for display to a host computer or other suitable device.

The above process can be repeated using different photo depths for any of the obtained images, or portions thereof, in order to create areas of higher resolution for closer inspections of these areas at different image depths.

Accordingly, it is an object of the present invention to provide an apparatus and a method for providing enhanced digital images from print or digital images.

It is another object of the present invention to provide an apparatus and a method for producing digital images, from images, which have improved and enhanced resolution.

It is still another object of the present invention to provide an apparatus and a method for producing digital images, from print film images, which are suitable for display and/or



downloading to a digital computer, a television, a telecommunications environment, and/or any other communications environment.

It is still another object of the present invention to provide an apparatus and a method for providing a digital image which is characterized by effective image compression subsequent to a stitching operation, thereby avoiding any dramatic loss in image quality.

It is another object of the present invention to provide an apparatus and a method for providing a digital image which dispenses with the need to compress the image data.

It is yet another object of the present invention to provide an apparatus and a method for producing digital images which are characterized by high definition resolution, and which are suitable for high definition television, Web television and large, full screen, panoramic internet applications, without loss of resolution upon image magnification or reduction.

It is another object of the present invention to provide an apparatus and a method for producing and transmitting digital images in a network environment which dispenses with the need for plug-in software.

It is still another object of the present invention to provide an apparatus and a method for producing digital images which facilitates high speed file transfer in a network environment and/or in a computer environment.



Other objects and advantages of the present invention will be apparent to those skilled in the art upon a review of the Description of the Preferred Embodiment taken in conjunction with the Drawings which follow.

WHAT IS

Attorney Docket No. 5865 10

5

APPARATUS AND METHOD FOR PRODUCING ENHANCED DIGITAL IMAGES

10

FIELD OF THE INVENTION

The present invention is directed to an apparatus and a method for producing enhanced digital images and, in particular, to an apparatus and a method for producing enhanced resolution digital images from a print film image.



SUMMARY OF THE INVENTION

The present invention provides an apparatus and a method for producing digital images which overcomes the shortcomings of the prior art. The apparatus includes a camera, which can be a conventional print film camera, a developing device, which can be any device or collection of devices for developing the image taken by the camera, into a print film image, and an enlarging device, for enlarging the print film image. A digital camera can also be utilized to obtain the image. If the image is taken with a digital camera, a print image is obtained from the digital image. The print image can then be enlarged.

The apparatus also includes a computer and associated peripheral devices for performing the various processing routines of the method of the present invention. The apparatus also includes a scanning device, for scanning the print film image or photograph in order to obtain a digital image representation of same.

The print film image, which is obtained by the camera, can be developed by the developing device, and enlarged by the enlarger. The image print can then be scanned by the scanner in order to generate a digital file or other high quality image extension file. A plurality of these digital files can then be stitched together thereby creating a panoramic scene or image.

The computer may be utilized in order to perform touch-up operations on the obtained image or image collection in order to make refinements and/or enhancements thereto. The image



can then be converted from a high resolution image compression extension file to a low resolution graphic or video image extension file.

The resulting file may then be processed so that the image represented therein can be displayed and/or posted for display to a host computer or other suitable device.

The above process can be repeated using different photo depths for any of the obtained images, or portions thereof, in order to create areas of higher resolution for closer inspections of these areas at different image depths.

Accordingly, it is an object of the present invention to provide an apparatus and a method for providing enhanced digital images from print film images.

It is another object of the present invention to provide an apparatus and a method for producing digital images, from print film images, which have improved and enhanced resolution.

It is still another object of the present invention to provide an apparatus and a method for producing digital images, from print film images, which are suitable for display and/or downloading in a digital computer and/or in a telecommunications environment.

It is still another object of the present invention to provide an apparatus and a method for providing a digital image which is characterized by effective image compression subsequent to a stitching operation, thereby avoiding any dramatic loss in image quality.

It is yet another object of the present invention to provide an apparatus and a method for producing digital images which are characterized by high definition resolution, and which are suitable for high definition television, Web television and large, full screen, panoramic internet applications, without loss of resolution upon image magnification or reduction.



It is another object of the present invention to provide an apparatus and a method for producing and transmitting digital images in a network environment which dispenses with the need for plug-in software.

It is still another object of the present invention to provide an apparatus and a method for producing digital images which facilitates high speed file transfer in a network environment and/or in a computer environment.

Other objects and advantages of the present invention will be apparent to those skilled in the art upon a review of the Description of the Preferred Embodiment taken in conjunction with the Drawings which follow.



Exhibit 16 – Case of bad math from an “engineer” and two certified engineers at Foley and Lardner, this is hours before filing, and the inventors have never seen these documents

Now after being corrected on math they file with the USPTO the wrong math again



AUG. 2. 2000 10:18AM

No. 1325 P. 17/40

Atty. Dkt. No. 57103/120

Window Aspect Ratio:

0.8 > 0.75 therefore:

 $v_{th} = v_{wh} = 320$ pixels $v_{tw} = v_{wh} / 0.8 = 320 / 0.8 = 400$ pixelsThe Viewing Image size = $v_{is} = 320 \times 400 = 128,000$

pixels — how does this equate to other, non-pixel, display mediums

The Target image size = $v_{is} \times 20 = 128,000 \times 20 = 2,560,000$ pixelsThe Target Image width = $\sqrt{2,560,000 / 0.8} = 1789$ pixelsThe Target Image height = $1789 \times 0.8 = 1431$ pixelsThe Minimum Scan Density = $1789 / 5 = 358$ pixels per inch

The photo scan can be any scan density > 357 pixels per inch

Thus, a 4" x 5" print film image should be scanned at greater than 357 pixels per inch to allow magnification/zoom up to 20 times in a viewing window of 320 x 240 pixels. An enhanced digital image file having 2,560,000 pixels provides a sufficient number of pixels for this example.

EXAMPLE 2

Determine the Target Image size and dimensions, and minimum scan density for the following case:

-14-

001.826353.3

RECEIVED TIME AUG. 2. 9:06AM

PRINT TIME AUG. 2. 9:14AM



AUG. 2. 2010 10:18AM

Vo. 1525 P. 17/40

Atty. Dkt. No. 57103/120

Window Aspect Ratio:

 $0.8 > 0.75$ therefore; $v_{ih} = v_{wh} = 320$ pixels $v_{iw} = v_{wh} / 0.8 = 320 / 0.8 = 400$ pixelsThe Viewing Image size = $v_{is} = 320 \times 400 = 128,000$

pixels — how does this equate to other, non-pixel, display mediums

The Target image size = $v_{is} \times 20 = 128,000 \times 20 = 2,560,000$ pixels $TIS = \frac{v_{is}}{MF}$ The Target Image width = $2,560,000 / 0.8 = 1,789$ pixelsThe Target Image height = $1,789 \times 0.8 = 1,431$ pixelsThe Minimum Scan Density = $1,789 / 5 = 358$ pixels per inchThe photo scan can be any scan density > 357 pixels per inch

Thus, a 4" x 5" print film image should be scanned at greater than 357 pixels per inch to allow magnification/zoom up to 20 times in a viewing window of 320 x 240 pixels. An enhanced digital image file having 2,560,000 pixels provides a sufficient number of pixels for this example.

EXAMPLE 2

Determine the Target Image size and dimensions, and minimum scan density for the following case:

-14-

001.826353.3

RECEIVED TIME AUG. 2. 9:06AM

PRINT TIME AUG. 2. 9:14AM



Now after being corrected on math they file with the USPTO the wrong math again

AUG-04-00 12:40 PM THE ARMSTRONG GROUP, LTD 732 747 5569

P. 03

Atty. Dkt. No. 57103/120

and the viewing window is also shown. A zoom to the maximum level will be shown in the viewing window as illustrated at representation 120 of FIG. 7. By panning the viewing window, every portion of the target image may be viewed from each level of zooming.

To determine the minimum scan density (msd) to avoid pixelation at the desired maximum magnification factor (mmf):

$$msd = \frac{mmf}{wh} \quad \text{--- fwh/din}$$

EXAMPLE 1

Determine the Target Image Area and dimensions, and minimum scan density for the following case:

Source Image = 5" wide x 4" high

Desired Magnification Factor = 20

Source Image Aspect Ratio = $5 / 4 = 1.25$

Define the Viewing Window: assume 480w x 320h pixels

Viewing Window Aspect Ratio = $480 / 320 = 1.5$

The Source Image Aspect Ratio is < the Viewing Window Aspect Ratio:

$1.25 < 1.5$ therefore: wh

$wh = vwh = 320$ pixels

$vw = \frac{vwh}{1.25} = 320 \times 1.25 = 400$ pixels

The Viewing Image Area = $vis = 320 \times 400 = 128,000$ pixels

The Target Image Area = $vis \times 20 = 128,000 \times 20 = 2,560,000$

pixels

$$TIN = \sqrt{2,560,000 \times 1.25} = 1789$$

The Target Image width = $2,560,000 / 0.8 = 1789$ pixels

The Target Image height = $1789 \times 0.8 = 1431$ pixels $TIN = \frac{1789}{1.25} = 1431$

The Minimum Scan Density = $1789 / 5 = 358$ pixels per inch

The photo scan can be any scan density > 357 pixels per inch

Thus, a 5 x 4" print film image should be scanned at greater than 357 pixels per inch to allow magnification/zoom up to 20 times in a viewing window of 320 x 240 pixels. An enhanced digital



...and then the correspondences

First follows his response for our requesting that investors needed to be notified and that we wanted in writing a risk assessment of any potential liabilities and costs to remedy. But the façade was crumbling, rumors were abounding that these were not the only patents we had but others that these guys might have been writing into a Utley's home. If you understand the moment, caught with their bad math and with missing claims and claims that they missed the boat and forgot the image applet like they accused Ray first of doing and the camera. So, when we hire them they tell us none of that is in the patents and then they not only miss the boat, they park it in Brian Utley's backyard and title it to him, so as you read this smear campaign understand fully the situation he was in.



facts of the matter and may have seemed scared and afraid. I like both Steve and yourself and do appreciate all you have done. It does not negate the problems though. I am unsure of how you want to proceed with the firm but I think this need to be handled by all involved parties.

Best regards,

Eliot

-----Original Message-----

From: Boehm, Douglas A.

To: Eliot Bernstein (Iviewit)

Sent: 8/9/00 2:46 AM

Subject: PERSONAL AND CONFIDENTIAL

PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED

Eliot--

I need to discuss something personally with you that is very important to our working relationship. I am sending this via e-mail and only to you, without copying Brian or anybody else, so whether you share it or not is entirely up to you. Please take the time to read and consider the following.

I am very upset with the way you handled the situation at last Friday's teleconference with Steve Becker regarding the latest patent application filing, and I am particularly offended by your exaggerations, accusations, and criticisms of our work. I listened to the tape of the teleconference, and I was shocked.

First, you know that I am the Foley & Lardner partner responsible for Iviewit work, and Steve Becker is the associate who reports to me. I can't believe that you decided to hold that teleconference Friday with Steve without me being present. That was really low. If you want to fly off the handle and jump to conclusions without talking to Brian first, that's your business. But when it comes to making accusations about the quality of my work product to my associate, that's my business.

Second, Steve and I have consistently put 110% effort into everything we have done for you. Last week, I put in 200% effort, flying down to Florida on short notice so you can hold a meeting to figure out if you were going to sue your former patent attorney, having me spending all the next day with your investment bankers, and then spending the night in the O'Hare airport and coming directly to work the very next day to revise and file a patent application for you by midnight. I don't know

8/9/2000

very many people that would have done that for a client. Now you get all bent out of shape over a few minor math mistakes -- which are readily correctable.

Third, during the Friday teleconference, you accused us of changed strategies, filing delays, and huge mistakes. If there were any strategy changes, they were partly your fault -- because you don't understand what's happening on the IP side of your business, even though we have tried to explain it all to you many times. But that's fine if you trust your people. You have excellent people working with you, but you simply don't listen to us. Instead, you make wild accusations and inflammatory statements about things you know nothing about. The delays and the mistakes were also, to a large extent, your fault. Had you gotten Jim involved earlier, had you worked closer with Brian to understand the math, had you spent more time reviewing the application drafts, then perhaps none of this would have happened. You can't just sit back now and blame us. Sorry, but I won't put up with it.

Fourth, you have strained our working relationship. We now have to tape each others' telephone conversations so we can point fingers and threaten to sue each other? What kind of a working relationship is that? I figured out from day one that you were a wildcard, but I didn't mind that, because I can relate to wildcards. A lot of brilliant inventors are wildcards. I have even been accused of being a wildcard myself. But just because you're a wildcard doesn't mean you have the right to make unfounded accusations and cut people off at the knees.

I'm afraid this latest episode is going to cost you. Steve Becker won't work on any Iviewit matters any longer for me. That's going to cost you an additional \$40.00 per hour in legal fees, now that I have to do the work myself. Since you seem to have a predisposition to sue your patent lawyers, I now have to religiously follow all of our firms practices and procedures for documenting everything I say and do with you. That's going to take me extra time and cost you extra money. Foley & Lardner raises its billing rates on September 1st, and I was previously considering discounting our rates for Iviewit as I have done in the past. After all of your accusations, I don't have any inclination to do so. I've also been dragging my feet on providing you with our bills, as a favor to you and Brian, since I knew you were cash-strapped. No more. I'm sending your bills as soon as I can. I have somehow lost my motivation to get into hot water with my firm for such an unappreciative client.

The way I see it, you owe us an apology. Steve worked many long, frustrating hours trying to pull an invention out of your head and get it down on paper. Apparently Ray Joao had the same problem. You owe Steve an apology for blaming him, without proof, of cutting and pasting the mathematical formulas into the wrong document, and for accusing him of not copying you on the patent correspondence, and for getting angry and using profanity at the meeting. No lawyer should have to put up

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with that kind of abuse from a client -- let alone a bright young associate like Steve. Fortunately for him, Foley & Lardner has enough work that he doesn't need to work for me on Iviewit patent applications for billable hours -- so he's not going to anymore.

I think you owe me an apology too, and I consider myself pretty thick-skinned when it comes to these kinds of things. I have spent numerous nights and weekends working on your agreements and patent applications in order to satisfy your unreasonably short deadlines. Then you accused me in front of everybody -- but behind my back -- of changing the math without your knowledge, altering numbers, missing a priority date, not filing the changes everybody agreed to, missing diagrams from final patent documents, changing filing strategies, and generally providing you with inferior work product. As you can see from my letter explaining the so-called errors, you blew everything out of proportion, and without even talking to Brian or me. You got everybody all excited, including your Father, and you're also talking about notifying the stockholders. Notifying them of what? Your unfounded accusations?

In order for me to continue working with you, you need to change. You need to promise me that you will act in a civil and professional manner from here on out. If you don't like the way I'm doing something, call me on it -- don't hold a meeting about it without me. If you don't understand a particular patent strategy, just ask me --instead of accusing me of changing the strategy. If a problem occurs on a team of which you're a member, try to resolve it as a team effort -- don't distance yourself and blame it on somebody else when you are partly at fault.

You first had problems with Ray Joao, so you came to Foley & Lardner. Now you have problems with us, and Steve bailed out. Are you still going to have problems with me and my work product? Well, you can either work with me to resolve your problems in a civil and professional manner, or you can find another patent law firm that will put up with your unreasonable manner and abuse.

Eliot, by spending time on holding meetings to blame your lawyers, you are missing the bigger issues with your technology. Corrections to the math of that last patent application are relatively meaningless. You've got much bigger things you should be worrying about. We have told you about them before, but I'm not sure you're listening.

First, you don't seem to have a good feel whether or not your technology is patentable. You don't personally have the background to tell whether your technology is new. You don't appreciate that this technology is in a very crowded and fast-paced field, and will be difficult to obtain broad patent coverage. You have not performed any technical searches to determine what the state of the art was at the time of your invention. You don't know how to help us describe your invention or distinguish it

8/9/2000



from the prior art that we do know about. You just seem to be assuming that everything you did is patentable or can be made so. And if not? Oh, that's easy. Then blame the lawyers.

Second, you essentially argued to Wachovia that it doesn't matter if your competitors are currently using the same or similar technology as Iviewit, because you were the first one to do it. Don't you realize that this argument doesn't fly if you don't have granted patents? When our PCT applications publish within the next six months, most if not all of your trade secrets will be lost. So then you want to go license the technology and know-how? And Iviewit is a newcomer in the industry? This could be tough. Even if the patents do issue, but a competitor refuses to accept your technology license, do you have a spare million dollars or two to sue them for patent infringement? Have you thought about any of this?

Third, I doubt if you have ever checked to see if your competitors have patents covering your technology. You may find out, rather abruptly I'm afraid, that the people you're going to attempt to license may have a better patent portfolio than you do. All of a sudden you'll end up being the licensee. Or what's worse, you may have to shut down and re-engineer your business to avoid a multimillion dollar patent infringement lawsuit. This is a real risk -- much more of a risk than losing a priority date because a square root sign was missing from a math formula of an example in one of your patent applications. You should keep things in perspective.

During the Friday teleconference, you say that you don't know why we came up with a potential bar date of September 1, 2000, yet when Brian tried to explain it to you, you refused to listen. Now you independently decide that everything must be done by August 10th. That cannot realistically be accomplished. Furthermore, I don't think it is necessary. Based on our understanding when we were there in May, and based on Brian's comments on Friday, it does not appear that 8/10/99 started the one-year clock. According to both you and Brian, there was no public disclosure of the invention on that date, and there was no offer for sale of the invention. If you know of contrary facts, please provide them. But I refuse to jump through hoops that you arbitrarily set up just because you don't understand the law, or just because you get a kick out of seeing lawyers jump through hoops.

I realize that it is not commonplace for outside counsel to be so blunt and upset with a client, so I apologize for sending this e-mail. However, I felt that you needed to be told these things now, and in a straightforward manner, and in writing, in order to salvage our relationship. We cannot go on working like this. If you don't like the quality of our services or work product, then please fire us and go find yourself another group of lawyers who will put up with you. Otherwise, if you value our working relationship, you'll simply have to change the way you deal with people.

8/9/2000



Please let me know what you decide.

--Doug

>Douglas A. Boehm
>Foley & Lardner
>777 East Wisconsin Avenue
>Milwaukee, Wisconsin 53202
>Tel: (414)297-5718
>Fax: (414)297-4900
>Email: daboehm@foleylaw.com

>
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>error, please contact the sender and delete the material from any
>computer.

>
>Best regards,
Eliot

Eliot I. Bernstein
Founder & Chief Technology Officer

iviewit.com
email: eliot@iviewit.com
palm mail: eliotb@palm.net
Web: www.iviewit.com
2255 Glades Road
Suite 337 West
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll Free: 877.484.8444
Cellular: 561.212.9254

8/9/2000



OK Now My Reply



Brian G. Utley

From: Elliot I. Bernstein [alps1@bellsouth.net]

Sent: Wednesday, August 09, 2000 11:10 AM

To: Douglas Boehm (E-mail); James F Armstrong (E-mail); Simon L. Bernstein (E-mail);
brian@iviewit.com



www.iviewit.com

Doug - As you can imagine I am a bit upset myself with last Friday's conversations but for different reasons. I have made not one single unfounded accusation. My remarks were based on facts. If you read the transcript what initiated that call was that when we received the patent that was filed, many of our changes were not incorporated. Most of the changes in the math that we spent the entire day with you laboring over were not incorporated in the patent. The math had fundamental errors still such as missing square roots etc. Also, if you listen to the tapes you will find that Brian was also upset that the math that he had sent several days earlier was also not included. Therefore, we seem to see wild accusations as separate items.

I would have liked to have more time to review the patent myself but you and Steve were working with Brian and I did not really have time to review until the week prior to filing when I first received the first draft. This gave me very little time to review prior to filing, so I am unclear as to how I could have done things any faster as you said in your letter. I figured we had established most of the meat of the invention when you came to our offices several months ago and that the final patent would have been well thought out, and that the math would be correct and tested. When I received the first draft of the filing, again, we had failed to cover zoom without pixelation. When I saw the complexity of the math, I asked my friend to explain it to me. What Jim found were huge errors that we spent our entire day reviewing with you. We agreed to those changes and we trusted that they would be incorporated in our filing. They were not. You now refer to these as minor changes but while we first reviewed them you called them very significant.

As you articulately pointed out, I am neither a patent attorney nor an engineer nor a mathematician, so I have hired people I do trust. What was shocking to me as naive as I may be was that these were items that were discussed to full understanding and yet they remained wrong. You cannot argue that there is much wrong with my anger since it remains founded in facts. Anger is associated with fear, and this seemed to put me and my partners in danger because of the errors. Thus, I re-acted to these facts by asking Steve what liabilities we would now encumber and this is of major concern to my shareholders etc. if there were liabilities that arose.

Regarding the patents Ray filed, it was you and Steve that pointed out that there could be problems in Ray's filings. Again, I re-acted in fear. How can the people we are entrusting to our inventions fail to serve us well? Thus, I alerted those involved and you presented your position on Ray Joao since you were the one who made the accusations in the first place. After

8/9/2000



listening to you we had decided to go back and amend Rays application to claim priority of all matter to that initial date. When we talked with Steve it was unclear if we were still on that same path and that was because of the bar date. We revisited the bar date issue and it became unclear as to whether it was September or August based on Centrack. When we noticed that the math and illustrations were not based on the stuff Brian had sent you we asked Steve to explain, he had no answer as to why it had been filed without it. Then, if you listen to the tapes, you will see that Brian was very upset that these changes had not been entered. He was shocked and so expresses his emotions on the tape. Have you written him an angry letter, calling him a wildcard that has unfounded accusations.

As to holding the meeting without you, we were very concerned about the mistakes in the filing and we did try several times to call you. Per Steve and your secretary it was determined that you were totally unreachable by any communication methods. We did not know that this was a foul and had Steve felt uncomfortable he should have passed on the call or brought Bill Dick in.

I have not gone behind your back and made accusations, I am simply trying to understand why the filing was missing the corrections we had worked on, and why Brian's math he had sent days earlier was not included and what this would expose us to. If the math mistakes were critical, it would have been I who would have had to explain to our board why their investments may have not been adequately protected. How would you feel in that position?

Since these items that will be corrected are in fact mistakes and not accusations of mistakes, I fail to understand why your retort appears so hostile. Why you feel the need to attack my personality etc. The point of Friday's conversation was to make changes where change is due and move forward, together. We asked for a clear and concise letter addressing these and other issues that would help clear up the mistakes etc.

I do understand why you want to seek wrath against me or my company for founded factual mistakes, made on your part. I was expecting an apology from you as to why this occurred in the first place, not a letter accusing me of any wrong doings. I did nothing wrong. I feel that the bill for that filing should instead be reduced for the time and effort that was wasted and will be further wasted fixing the errors.

I am a little confused by the statement; "Since you seem to have a predisposition to sue your patent lawyers, I now have to religiously follow all of our firms practices and procedures for documenting everything I say and do with you." Why were we not doing this all along, as it seems a practice of the firm to protect your clients and why would this subject me to additional rates?

I am also puzzled as to why you chose to write me directly and not include the other people involved in this matter. First, Brian was also very upset and puzzled by this. Brian, unlike me, has good knowledge in this arena; he has been hired to handle the intellectual property of the firm. If anyone has failed to understand any of the things you have mentioned, you must confront him. Brian has been working with you to develop and cultivate the property; if we are in the dark you must confront him. I am naive in this world and this is why I have entrusted both him and you to protect the company. Also, my father was on the phone and Jim Armstrong and neither have felt that I did anything wrong or unjust. Thus, I feel obligated to let them respond to your letter as well.

I am sorry for your feeling that I have accused you of wrong doings. I was just upset with the

8/9/2000



facts of the matter and may have seemed scared and afraid. I like both Steve and yourself and do appreciate all you have done. It does not negate the problems though. I am unsure of how you want to proceed with the firm but I think this need to be handled by all involved parties.

Best regards,

Eliot

-----Original Message-----

From: Boehm, Douglas A.

To: Eliot Bernstein (Iviewit)

Sent: 8/9/00 2:46 AM

Subject: PERSONAL AND CONFIDENTIAL

PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED

Eliot--

I need to discuss something personally with you that is very important to our working relationship. I am sending this via e-mail and only to you, without copying Brian or anybody else, so whether you share it or not is entirely up to you. Please take the time to read and consider the following.

I am very upset with the way you handled the situation at last Friday's teleconference with Steve Becker regarding the latest patent application filing, and I am particularly offended by your exaggerations, accusations, and criticisms of our work. I listened to the tape of the teleconference, and I was shocked.

First, you know that I am the Foley & Lardner partner responsible for Iviewit work, and Steve Becker is the associate who reports to me. I can't believe that you decided to hold that teleconference Friday with Steve without me being present. That was really low. If you want to fly off the handle and jump to conclusions without talking to Brian first, that's your business. But when it comes to making accusations about the quality of my work product to my associate, that's my business.

Second, Steve and I have consistently put 110% effort into everything we have done for you. Last week, I put in 200% effort, flying down to Florida on short notice so you can hold a meeting to figure out if you were going to sue your former patent attorney, having me spending all the next day with your investment bankers, and then spending the night in the O'Hare airport and coming directly to work the very next day to revise and file a patent application for you by midnight. I don't know

8/9/2000



I View It – Private and Confidential

OK now Jim Armstrong's Reply and after this you should listen to the tapes of Foley's Folly's.
Jim's comments in red.

-----Original Message-----

From: Jim Armstrong [mailto:jarmstrong1@comcast.net]
Sent: Sunday, April 28, 2002 8:44 AM
To: Eliot.bernstein@verizon.net; Caroline@cprogers.com
Subject: Boehm redlined doc
Importance: High

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO
F F OLEY OLEY & L & LARDNER ARDNER
ATTORNEYS AT LAW
FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900
SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH
EMAIL ADDRESS

daboehm@foleylaw.com **VIA E-MAIL**

August 9, 2000
WRITER'S DIRECT LINE
(414) 297-5718

ESTABLISHED 1842

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001.834676.2

Mr. Eliot I. Bernstein

Founder and CTO

Iviewit.com, Inc.

One Boca Place

2255 Glades Road, Suite 337 West

Boca Raton, Florida 33431

Re: Correspondence and Issues regarding

PCT International Patent Application entitled

"System and Method for Providing an Enhanced Digital Image File"

Filed: August 2, 2000

Inventors: Bernstein, et al.

Our Reference: 57103/120

Dear Eliot:

Pursuant to your e-mail instructions sent Friday, August 4, 2000, I forwarded a notebook to you containing a copy of all correspondence relating to the above-referenced



patent filing. Furthermore, pursuant to your request during the telephone conference of Friday morning with Steve Becker, the following describes what occurred during the preparation of this application, any errors made in the application, how they were made, what risks are involved, and how the errors can be corrected.

Overview

Before discussing the details, I would like to put things into perspective and comment on the magnitude of the errors and the extent of their repercussions. I believe that the errors in the filed specification are of a very minor, technical nature, which can be readily corrected in the various patent offices in due course, and which will have no negative impact whatsoever. The errors in the math will not affect our priority claim back to the August 2, 1999, provisional application, because the math examples were not originally in there. As Steve explained during the Friday teleconference, the worst thing that could happen is that we could lose the benefit of priority for the mathematical examples for a short period of time, i.e., from the August 2nd

filing date to the filing date of a continuation-in-part application which could be prepared and filed this month, if we decide to do so. In my opinion, the entire

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ATTORNEY-CLIENT PRIVILEGED

Foley & Lardner

Mr. Eliot I. Bernstein

August 9, 2000

Page 2

001.834676.2

situation surrounding these errors has been overstated, and your concerns expressed during the Friday teleconference are unwarranted.

Correspondence

In order to explain exactly what happened, the following paragraphs set forth a brief description of the enclosed correspondence surrounding the preparation and filling of the PCT application, and points out where and why the errors occurred. The numbers below correspond to the tabs in the correspondence notebook.

1. July 21, 2000, Letter from Steve Becker to Brian Utley

This letter encloses the “Zoom and Pan” invention materials on which the above-referenced PCT application is based.

2. July 24, 2000, 4:44 p.m., E-mail from Steve to You and Brian

This e-mail summarizes the recent conversation regarding the zoom and pan invention, and sets forth our strategy for preparing and filing the application.

3. July 24, 2000, 5:02 p.m., E-mail from Steve to You

This E-mail attached a copy of the previous letter Steve sent to Brian on July 21, and asked you for any additional comments you may have.

4. July 25, 2000, 7:35 p.m., E-mail from Steve to You and Me

This e-mail just confirms the time for the next teleconference for discussing the patent application.

5. July 26, 2000, 3:01 p.m. and 3:06 p.m., Letter from Steve to You and Brian



This letter encloses the first draft of the PCT patent application and the inventor information sheet. The letter says that Steve will call both you and Brian at 5:00 p.m. Eastern Time that day.

Note that this first draft includes several blank spaces, question marks, and comments indicating where Steve thought that additional support was needed.

6. July 27, 2000, 11:43 a.m., Fax from Brian to Steve

This fax, sent from Kinko's in Ogden, Utah, when Brian was on vacation, encloses the first examples of the mathematical formulas and a single Example that will be added to the first draft of the application. Note that Brian originally defined the source image aspect ratio (siar) as the height over the width.

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7. July 27, 2000, 2:07-3:45 p.m., Fax from Steve to You and Brian

This fax includes only the nine pages of the application that were revised, including the background section and claims.

8. July 28, 2000, 4:56 p.m., Letter from Steve to You

This letter encloses the second draft of the patent application, which includes additional disclosure received from Brian. Since Brian was still on vacation, Steve asked you to make a copy of this letter and draft for Brian's review.

Note that in this second draft, that Steve's comment on page 13 points to an inconsistency between the math formulas and examples provided in this draft versus Brian's macro Excel spreadsheet output.

9. July 31, 2000, 8:43 a.m., 9:27 a.m., and 1:45 p.m., E-mails from Brian to Steve

Here, Brian sent Steve three different versions of the imaging math formulas and examples. Note that the aspect ratio is still being defined as height over width.

10. July 31, 2000, 3:58 p.m., E-mail from Steve to Brian and You

This e-mail acknowledges receipt of Brian's three versions of the imaging math formulas and asks whether the latest e-mail is inclusive of all prior changes. Steve states that he will now amend the specification of the PCT application based on this latest mathematical formulas and examples.

11. July 31, 2000, 7:09 p.m., Fax from Steve to You and Brian

Steve faxed you the third draft of the patent application. Steve asked for comments as soon as possible, but in no event later than 10:00 a.m., Wednesday, August 2, which is the day that the application had to be filed.

12. August 1, 2000, 7:38 a.m., E-mail from Brian to Steve

This e-mail confirms that the last e-mail included all the changes to the imaging mathematics.

13. August 1, 2000, 7:42 a.m., E-mail from Brian to Doug

In this e-mail, Brian forwarded the July 31 e-mail to me, including the latest imaging mathematics.



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14. August 1, 2000, 8:30 a.m., Copy of Brian's Comments

This document shows Brian's comments on the second draft of the application.

Brian gave this marked-up version to me when I was at your offices that morning.

15. August 2, 2000, 9:06 a.m., Fax from You to Steve and Me

This document sets forth the changes made to the third draft of the application by the Iviewit reviewing team, which now included Jim Armstrong. This document was the basis of our telephone conference from 10:00 a.m. to 3:30 p.m. that day. Note that this is the first time Jim provided his comments to us. Also note the extent of the comments, which, at this late stage in the process when the application had to be filed that same day, caused me some concern. During our teleconference, it became clear that we were revisiting old topics and decisions we previously made with you and Brian in the previous drafts of the application. Particularly note the extent of the mark-ups on the imaging mathematics beginning at page 11. A significant amount of time was spent discussing the particulars of the math formulas between Brian and Jim, and we all agreed that Brian would modify the math and examples and send them to me. Note that when the call ended, the source image aspect ratio was still being defined as height over width (see page 11).

16. August 2, 2000, 5:49 p.m., E-mail from Brian to Me

This e-mail attached the latest modifications to the mathematics and examples that Brian said he would send me. Note that this is the first time the aspect ratio is defined as width over height, since, in response to my pointing out the inconsistency between photography versus computer display aspect ratio conventions, Brian determined that it would be more consistent to express the math in the patent application in accordance with the computer display convention. This version of the imaging mathematics is what I used as the basis for the final draft of the patent application that was filed that night.

17. August 2, 2000, 9:39 p.m., E-mail from Me to Brian (at home) and You

This e-mail contained two versions of the same document, which represent where I was in the editing process at that time. The first document was in Word version 6.0/95 for Brian to be able to read at home. The second version was in Word 97 as usual. Note that my e-mail told you and Brian that you could send a copy to Jim if you want. As you can see, I was fighting the clock since the application had to be on file before midnight that night, and I had to allow sufficient time to drive to the airport post office to obtain the filing date. Note that, beginning on page 13 (of the second version), and through to page 18, the imaging process mathematics and examples are set forth substantially in accordance with Brian's latest revisions. However, the digital example, beginning on page 22, had not yet been edited to pick up the change in aspect ratio convention. Also note in this

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draft that independent claim 1 has not yet been changed to make the user interface element a dependent claim.

After additional discussions with both you and Brian that night, you both gave me the verbal “okay” to file the application. We obviously did not have time to let all three of you review it again before it was filed. At that time, it was all I could do to finish making the changes you requested throughout the day. I did that. I then briefly checked over the final documents, worked with my foreign filing coordinator to prepare the formal filing papers, and drove to the airport post office. The PCT and corresponding U.S. patent applications were properly filed that night.

18. August 3, 2000, 11:55 a.m., E-mail from Me to Brian, You, and Steve
This e-mail simply confirms that the applications were filed last night, and that copies would be forthcoming.

19. August 3, 2000, 1:35 p.m., E-mail from Brian to Me
This e-mail from Brian, thanking me for the “supreme effort to get the job done,” was appreciated.

20. August 3, 2000, 2:47 p.m., E-mail from Me to You and Brian
After being informed that you wanted a copy of the application right away, I sent this e-mail attaching the Word document for the PCT application as filed. The e-mail clearly says that the drawings didn’t change, which meant that you already had copies of the drawings from the previous drafts. I could not e-mail the drawings, and I thought since you already had a fax copy, this would suffice. I also said I would send full copies next week. This Word document does exactly represent what was filed in the PCT that night.

21. August 4, 2000, 11:34 a.m., Fax from Jim Armstrong to Me, copying You and Steve

This facsimile contains eight pages from the filed PCT application, which have been marked up to show what Jim believes are either typographical errors or improper formula expression. This fax was apparently the basis of the telephone call between you, Brian, Sy, Jim, and Steve on Friday. Each one of these purported “errors” will be discussed in detail below.

Friday Teleconference

In your extended teleconference with Steve Becker on Friday, of which I was not a participant, you made several inaccurate statements, accusations, and remarks regarding the errors in the application and, in general, the proficiency of Foley & Lardner’s services.

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Now that I have had the opportunity to review the tapes of the Friday teleconference, the patent application, and the application correspondence set forth above, I would like to explain exactly what errors were made, how they were made, why they were not caught, and what issues they raise. Although Steve did a masterful job of trying to educate you on the



fundamentals of patent law in an attempt to put the errors in perspective, Steve was not involved in the preparation of the final draft of the application and so could not be expected to know how these errors arose.

Discussion of Changes

Please refer to the August 4, 2000, 11:34 a.m., facsimile from Jim Armstrong, which can be found at tab 21 of the correspondence notebook.

(1) Page 12, line 27

Although this is not an error, and Jim did not mark it as such, I want to point out that the formula “ $tiw = \text{squareroot}(tia * sir)$ ” uses the word “squareroot” instead of the square root symbol. Either way, this formula is correct, and provides sufficient basis, in my opinion, to correct subsequent errors in this formula, particularly where they don’t make sense.

I do recall Brian mentioning, late Wednesday night, that a square root symbol was missing. I understood his comment to mean that I used the word “squareroot” instead of the square root symbol in this line of the application. I might have told Brian I would fix this in the final draft, but I probably ran out of time. Nevertheless, this is not an error. In fact, I am thankful that I did not remove the word “squareroot” intending to insert a square root symbol which may have been forgotten in the rush.

(2) Page 13, line 7

The minimum scan density (msd) is defined here as “ $msd = tih/sih$ ” (target image height over source image height). This is mathematically equivalent to “ tiw/siw ” (target image width over source image width), which is apparently what Jim and Brian want it to be for consistency with the last-minute change in aspect ratio convention. I agree. This formula can easily be changed to read “ $msd = tiw/siw = tih/sih$,” particularly because of the equivalency. It is my opinion that this is a very minor technical change, it should not be considered an error in any sense of the word, and I don’t believe we will encounter any problems changing it in both the United States Patent and Trademark Office (USPTO) and the World Intellectual Property Office (WIPO) where the PCT (Patent Cooperation Treaty) International applications are filed, searched, and, optionally, examined. Recall that the same patent application was filed as both a PCT and US application Wednesday.

Note that this is the first time anybody pointed out a problem with this equation. (note: This equation was expressed correctly in the draft that was reviewed because the aspect ratio was expressed at height over width. This equation became erroneous when the aspect ratio convention changed and a corresponding change to this equation was not also made)

The same equation appears in the previous drafts which you reviewed, and no reference to

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correcting this equation appears in Brian’s latest imaging process mathematical spreadsheet. Therefore, your accusation that Brian made this change with me, and it’s still wrong in the patent, is, itself, wrong.

The best-case scenario, which I predict will occur, is that the USPTO and



WIPO will permit me to make a preliminary amendment to the specification to make this change. In the worst-case scenario, the USPTO or WIPO will consider the change to be impermissible new matter, and the equation will have to remain as it was filed. In that case, there is an extremely remote chance that someone, someday, could argue that the inconsistency could cause the patent to be invalid for lack of enablement, i.e., that the specification does not “contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or which it is most nearly connected, to make and use the same, and shall set forth the best mode contemplated by the inventor of carrying out his invention.” (35 U.S.C. § 112, ¶ 1.) However, I highly doubt that such a minor inconsistency could warrant such a drastic effect, especially since the mathematics itself isn’t claimed.

(3) Page 13, line 19

For consistency’s sake, “ $viw=vwh*1.25$ ” should be changed to “ $viw=vih*1.25$ ”, even though the previous line states that “vih” and “vwh” are equal to each other. Again, I would consider this a minor technical modification to a mathematical example that is not necessary for validity of the patent. Nevertheless, I think that we will be able to make this minor correction in both the USPTO and WIPO without any problem or repercussions. Not only is it simply a more preferred way of stating the same mathematical value, it is supported in the terminology of Examples 2 and 3. It is also an obvious inconsistency which would be known to those skilled in the art.

Note that this inconsistency appears in the latest version of Brian’s mathematical formula spreadsheet under Example 1, which was essentially cut and pasted from his spreadsheet into the patent application shortly before it was filed. I did not have time that night to double-check all of the mathematical formulas.

(4) Page 13, line 23

The square root symbol is missing over the expression “ $2,560,000/0.8$ ”. This is an oversight on my part. The square root symbol does appear in Brian’s Excel spreadsheet. I simply cut and pasted the text from Brian’s Excel spreadsheet into a Microsoft Word document. Apparently, when this occurs, the square root symbol disappears. I simply did not have sufficient time to double-check all of the math.

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As mentioned above, I do recall Brian mentioning, late Wednesday night, that a square root symbol was missing. However, I thought he was referring to the word “squareroot” on Page 12, line 27, and not here.

I now see that Jim also discovered this error on page 14 of his marked-up third draft. I did not see it at the time, because I did not go through, line-by-line, all of Jim’s changes to the math since Brian was going to revise it anyway. Furthermore, I could not rely on all of Jim’s mark-ups as the basis of the changes, since they appeared to me to essentially be the mathematical scratchpad he used in trying to understand the invention. It would have



made no sense to follow all of his changes. (Note: There should have been no need to decipher my notes since all changes were thoroughly reviewed during our 5 hour conference call. To say that you did not go through everything line by line completely ignores the fact that a complete review of the mathematical omissions was performed during our conference call.)

Furthermore, Jim missed other changes that Brian

and I caught later that night. (Note: This is a cheap shot. Everyone on the conference call agreed that the changes that I made should be made – in fact, Doug even praised me by saying “Good Catch” when referring to some of the corrections to the improperly expressed math. Any changes that I “missed” were no doubt attributable to the last minute change in the way aspect ratio is defined. It is disturbing to me that a fundamental change in the way our mathematical implementation of our invention is expressed is made in the 11th hour – why?)

Once again, I do not believe that this “missing square root symbol” error is of a major concern. I believe that it would be considered a typographical error in the math, which can easily be corrected in the USPTO and WIPO by a preliminary amendment. Support for such a preliminary amendment is found at page 12, line 27, where the same formula appears correctly stated using the word “squareroot.” Furthermore, any person skilled in the art would realize that 2,560,000 divided by 0.8 does not equal 1789 as set forth in the description, but that the square root of such a quantity would make the equation correct.

Again, let me discuss a worst-case scenario. If, on the remote chance that the USPTO or WIPO determines that the addition of a square root symbol is not a simple typographical error but instead constitutes new subject matter that cannot be added to the specification, we would have to determine at that time the proper course of action. First, such a determination can be appealed if we believe it is warranted. Second, the entire Example 1 can be stricken from the application if we feel that the remainder of the specification provides sufficient enablement for the claimed invention, and that leaving Example 1 in the specification without the square root symbol somehow takes away from enablement. Third, we can file another patent application in both the USPTO and WIPO, with the corrected formula. This would ensure that we would only lose priority from August 2 to the date of the filing of the corrected application. Since this mathematical example isn’t in the original priority documents, it cannot be said that we would lose any benefit of priority from the original provisional applications.

I do not agree with Jim’s argument that the missing square root symbol makes the entire patent application so *difficult to understand* that correction would be needed to apply the math to create the image. (Note: The comment that the omission of the squareroot symbol made the patent difficult to understand was made in reference to the digital image process where the formula on p.18, L.28 does not include reference to a squareroot. P.18 is a discussion of the digital image process; the formula on P.12, which includes the squareroot, refers to the analog process. Since there are definite differences in the overall math between digital and analog, it cannot be assumed that the formula on P.12 can be substituted. As a first time reader of this patent, I thought that the absense of the squareroot in the formula on P.18 was a fundamental difference in the approach – this confused me until I was able to identify the omission as an error in the formula, not an intentional deviation from the analog process.) Steve’s counter-argument is directly on point: if correct math

was required to create the image, then the August 2, 1999, provisional filing would be essentially worthless for lack of enablement, because it has no math. I simply do not believe



that perfectly correct math is required for enablement.

It is my opinion that there is no need to file a corrected application as a continuation-in-part to remedy the situation. I plan to file a preliminary amendment in the

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USPTO and WIPO to correct the formula, which I believe will be accepted without an argument. I have successfully made changes of similar scope by preliminary amendment in both the USPTO and WIPO without encountering any problems. If I am proved wrong, and we decide not to appeal, I still think there is little downside risk in leaving the application as it is. In fact, I believe that there is more risk involved in filing a continuation-in-part application to correct such minor errors, since it could be argued that such a new filing constitutes an admission against us that the addition of the square root symbol is new subject matter.

(5) Page 13, lines 23-25

Since the aspect ratio convention was changed at the last minute, these three formulas should have been changed to precisely correspond to that convention. However, with the addition of the square root symbol in the formula in line 23, the three lines are actually correct as set forth in the patent application, but somewhat inconsistent with the new convention. (in other words, these formulas were wrong and inconsistent since the squareroot symbol was omitted) Moreover, the final number result is identical to that which would be obtained by

reversing the formulas as now requested. Once again, I believe that both the USPTO and WIPO will permit us to change these formulas to make them consistent and easier to read. Note that, with the exception of the square root symbol disappearing as discussed above, these formulas were cut and pasted from Brian's latest Excel spreadsheet (so the absence of the squareroot symbol was Doug's oversight and the inconsistency in the formulas was Brian's mistake),

and appeared as set forth here in the 9:39 p.m. application draft sent to you and Brian.

(6) Page 13, line 29

The viewing window stated as "320 x 240 pixels" should read "480 x 320 pixels" as set forth on line 14 of the same page. This was simply an oversight by all of us. Neither you nor Brian caught the mistake in the second draft sent July 28th (at page 13) or the third draft sent July 31st (at page 14), and Jim also missed it in his August 2nd mark-up. I missed it also during my final edits. (Nevertheless, Jim was still the only one who caught this error – why isn't anyone else reviewing every line of the patent with the same critical eye?)

Once again, I believe that this would be considered a minor typographical or technical error, which can readily be corrected in both patent offices with a preliminary amendment. It is clearly supported at lines 14 and 15 on the same page of the patent application. The reader would know that this is an obvious typographical error, and correcting it does not constitute new matter. On the other hand, if somehow it does not get corrected, I do not believe that this error would render the patent invalid for lack of enablement.



(7) Page 14, line 6

I agree with Jim's suggestion that the width and height be stated here, as was done in Examples 1 and 3. Again, I do not believe this is a major concern, and I think we will be able to add the width and height labels with a preliminary amendment. It is clearly supported elsewhere in the specification. Note that this oversight could have been caught by

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you or Brian (or Doug) before filing, since it appears the same way on page 16 of the 9:39 p.m. draft. (Note that this was caught by Jim as evidenced by his notes on the draft – it was also mentioned during the conference call – yet still not changed in the final submission.)

Nevertheless, this is a very minor point, which will have no affect whatsoever.

(8) Page 14, line 17

Again, the square root symbol is missing, but this time the formula itself does not need to be changed other than adding the square root symbol. See my previous comments regarding addition of the square root symbol.

(9) Page 14, line 27

Here, "400w by 360w" should read "400w by 360h". This is an *extremely minor typographical error*, (why are errors tolerable at all?) which can readily be corrected by preliminary amendment. This particular error should have been caught by all of us a long time before the filing date, since it also appears in the third draft. (IT WAS! Jim caught it in his review of the 3rd draft and it was discussed on the conference call!)

(10) Page 15, line 6

Once again, the square root symbol is missing, but the underlying equation is otherwise correct. Refer to my previous comments regarding addition of the square root symbol.

(11) Page 18, line 28

Again, the square root symbol is missing. This example provides even a stronger argument that omission of the square root symbol is a typographical error, since the exact same formula is stated correctly on page 12 at line 27 using the word "squareroot". Again, refer to my previous comments regarding the omission of the square root symbol. (Again, one cannot assume that the process of handling a digital file is the same as for an analog file especially in light of the fact that there are distinct differences in the process and the math. These differences are evidenced by L.30, P.18 where the result of the formulas on lines 28 and 29 can be overridden.)

(12) Page 19, lines 2, 3, and 23

According to the Friday discussion between Jim and Brian, the question arose whether the minimum scan density should be stricken from these lines (since it doesn't add anything and could possibly confuse the reader), or whether it should be left in there, but with the addition of a new sentence that states that minimum scan density is not required since we are dealing with a digital image. Brian and Jim agreed on the latter.



This time, however, I don't agree and I recommend that we do not make such a change by adding a sentence. There is much higher likelihood that the addition of such a sentence would trigger a new matter rejection. Furthermore, it may contravene any argument we have that all of the changes to the specification are simply typographical errors in very technical formulas and do not constitute new matter. The addition of such a sentence in this example could be a red flag. The only way I would recommend adding such a statement would be if you could show me that it was clearly supported elsewhere in the specification.

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Otherwise, I think that the statement "minimum scan density equals N/A" on line 23 says the same thing, and is actually an important part of the teaching of this example to instruct the reader that scan density is not a concern with a digital image.

If you don't agree that leaving the language in is the appropriate thing to do, then I would be willing to try to amend the specification by striking the minimum scan density language in this example. At least there is a harder argument that the patent offices would have to make if they were to hold that removal of this text represents new matter or renders the specification non-enabling.

No matter what we decide to do on this point, it is also minor concern.

(13) Page 19, line 10

Changing "0.75=0.75" to "1.33=1.33" (where did this error originate? Was this cut and pasted from Brian's final math document?) should not be a problem, since it is fully supported in the previous lines of that example. The mistake is obvious, and we would not be adding new matter to make the change. I believe that this can also be done by a preliminary amendment in the USPTO and WIPO.

(14) Page 19, line 15

Again, the square root symbol is missing, but the equation is otherwise correct.

Refer to my previous comments regarding the square root symbol.

Summary

As you can now appreciate, the application as filed was not "completely wrong" as you first thought. True, Brian and I changed the math at the last moment to improve the readability, which I believe was successfully accomplished. Even if I had time, I could not have entered all of Jim's last-minute comments and corrections myself, *because they were also wrong*. (I don't appreciate being made the defacto scapegoat with this statement. None of my changes were wrong. Quite the opposite – all of my changes corrected previously incorrect items in the filing which up until that point had been either authored or reviewed by Doug, Eliot or Brian. Any one of these people may be wrong, but my changes were not wrong!) We mutually agreed to let Brian take another pass and correct the math. He did. I took his work and pasted it into the specification. Unfortunately, the computer "ate" the square root symbol, and I didn't catch it. You had an opportunity to review it, and you didn't catch it. Brian had an opportunity to review it, and, if he did catch it and mention it to me, then I must have misunderstood him. Both you and Brian gave me the verbal OK to file it.



Looking back, I think Brian did an outstanding job of changing the aspect ratio conventions at the last minute. I think we ended up with a much-improved patent application than we had with the third draft.

No matter how these “errors” arose, I believe that they are all of a minor technical and typographical nature, and that corrections can readily be made by preliminary amendment in both the USPTO and WIPO. Regarding the timing for making the preliminary amendments, I do not believe there is any rush. Even if there was, we would have a problem

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in making such amendments now without filing an entirely new patent application in both the USPTO and WIPO.

In the USPTO, for example, it is not standard practice to file any amendments before we have received the filing receipt and application number. Otherwise, there is a very good chance the amendment will be lost in the Patent Office. Furthermore, there is essentially no rush to file the amendment, so long as it does not include new matter. We can also wait until after the first office action. Furthermore, we will not know whether our preliminary amendment will be accepted until the Examiner reviews the amendment during examination, which may not occur until a year from now.

Similarly, in WIPO, the PCT rules do not even allow us to file a preliminary amendment to amend the specification until the PCT Chapter 2 demand is filed at the 19-month point (seven months from now). Again, even then, we won't know whether the PCT Examiner accepts the amendment until months after that.

Conclusion

As I stated above, I believe that the “errors” are of a very minor, technical nature, that they can be readily corrected in the various patent offices in due course, and that they will have no negative repercussions whatsoever. I think there is very little risk in waiting a few weeks to file (How do we file an amendment in a “few weeks” if a preliminary amendment in WIPO is not permitted until “seven months from now”. Furthermore, the fact that “we will not know whether our preliminary

amendment will be accepted until the Examiner reviews the amendment during examination,

which may not occur until a year from now” is precisely the reason why we are upset that there is a need for an amendment at all!)

a preliminary amendment, and very little advantage in filing all new applications to make these corrections. Since the math was not in the original provisional patent applications filed by Ray Joao, there can be no loss of priority claim for that subject matter.

I hope you can now appreciate why I think that your fears about these “errors” are exaggerated, your accusations that we didn't follow your directions (directions given during the 5 hour conference call were not followed in their entirety) are unfounded, and



your criticism of Foley & Lardner work product is unwarranted. (Perhaps the approach Eliot took was harsh, but the fact remains that there were errors and as such, our criticism of your work is warranted)

Of course, if you have any questions or comments on any of the above, please do not hesitate to contact me.

Very truly yours,

Douglas A. Boehm

cc: Brian G. Utley

Simon L. Bernstein

James F. Armstrong

William J. Dick

Steven C. Becker

After this letter Brian moved to fire Jim Armstrong and they had to try and destroy the company in order to cover this foul play up and they have not given up since. Including Doug's smear campaign, Brian launches a destruction play he tells me Chris and Mike will help him with and this is in fact the nature of every single act since.



Exhibit 17 – Crossbow Disgust letter

Sat 10/20/2001 4:21 PM

Bruce T. Prolow (E-mail); 'Donald G. Kane II (E-mail)'; 'Eliot Bernstein (E-mail)'; 'Gerald R. Lewin (E-mail)'; 'Kenneth Anderson (E-mail)'; 'Simon Bernstein (E-mail)'; Alan J. Epstein (E-mail); Alan Young (E-mail 2); Alan Young (E-mail); 'Alanis Morrisette on behalf of Allen Shapiro'; Albert W. Gortz (E-mail); Andrew R. Dietz (E-mail 2); Andrew R. Dietz (E-mail); 'Bettie Stanger on behalf of Ginger Stanger'; Brian G. Utley (E-mail 2); Brian G. Utley (E-mail); 'Brian Utley on behalf of Christopher Wheeler'; David J. Colter (E-mail 2); David J. Colter (E-mail); Donna Dietz (E-mail); 'Ellen Degeneres - On behalf of Tidal 4'; Gerald R. Lewin (E-mail 2); Gerald R. Lewin (E-mail 3); Guy T. Iantoni (E-mail 2); Guy T. Iantoni (E-mail 3); Guy T. Iantoni (E-mail); H. Hickman "Hank" Powell (E-mail 2); H. Hickman "Hank" Powell (E-mail); H. Wayne Huizenga Jr. (E-mail); 'Happy Feet Living Trust on behalf of Lisa Hendricks'; Jack P. Scanlan (E-mail 2); Jack P. Scanlan (E-mail); James A. Osterling (E-mail); James F. Armstrong (E-mail); James R. Jackoway (E-mail); Jeffrey Friedstein (E-mail 2); Jeffrey Friedstein (E-mail); Jill Iantoni (E-mail); Jude Rosario (E-mail 2); Kenneth Rubenstein (E-mail); Kevin J. Lockwood (E-mail 2); Kevin J. Lockwood (E-mail); 'Lauren Lyod Living Trust on behalf of Allen Shapiro and Lisa Hendricks'; Lisa Sue Friedstein (E-mail); Mara Lerner Robbins (E-mail); 'Maurice'; Maurice R. Buchsbaum (E-mail); Michael A. Reale (E-mail 2); Michael A. Reale (E-mail); Michele M. Mulrooney (E-mail); Mitchell Welsch (E-mail 2); Mitchell Welsch (E-mail); Mitchell Welsch (E-mail); Patty & Lester Daniels (E-mail); Ravi M. Ugale (E-mail); Raymond T. Hersh (E-mail 2); Raymond T. Hersh (E-mail); René P. Eichenberger (E-mail); Ross Miller (E-mail 2); Ross Miller (E-mail); Stephen J. Warner (E-mail 2); Stephen J. Warner (E-mail); Steve L. Sklar (E-mail 2); Steve L. Sklar (E-mail 3); Steve L. Sklar (E-mail); William E. Schott (E-mail); Zakirulirul Shirajee (E-mail 2); Zakirulirul Shirajee (E-mail 3); Zakirulirul Shirajee (E-mail)

H. Hickman "Hank" Powell, René P. Eichenberger, Bruce W. Shewmaker, Stephen J. Warner, Ravi M. Ugale

Croobow Investments
One North Clematis Street, Suite 510
West Palm Beach, FL 33401

Gentlemen,

I am very confused by the recent turn of events for I View It. I am unclear of why you have you pulled the plug on the company you had promised to finance throughout this re-organization and move into licensing agreements with AOLTW, Sony and others. You have been made aware by Aidan that through his discussions with Greg Thagard of AOLTW, that royalties could be paid in advance and that AOLTW was willing to look at making an investment in I View It's technologies. The revenue streams projected by Aidan from his discussions with the studios becoming enormous in just a few weeks, when we get the patents approved. This seems a strange time to pull the plug, any explanations?

It appears that after you received Zafman's opinion letter regarding the patents strengths, knew you had a Fortune 100 Management team in place for the AOLTW, Sony meetings, had AOLTW as an account, had technical validation of the patents from the AOLTW advanced technical team that you met with in W. Palm, you saw the light at the end of the tunnel and through a BK or whatever you are forcing us into, have stacked your cards with Securitized notes with friends of yours like Ross & Maurice who were running the company for you. It appears you are trying to heist the jewels.

You have led both me and the folks at AOLTW to believe that you were going to get the company positioned for these licensing and investment meetings. Instead, I find from the new guy Larry Mondragon that you brought on, that it looks like instead of this pre-packed, half baked BK, that you guys concocted to wipe out the shareholders, you in fact would come out stealing the company from all those who built it. After speaking with Larry Thursday, he informed me that he really did not represent me, that he represented Crossbow



since they "ran and controlled the company and made the decisions for the company." He said that his plan he developed with you and presented to you in Florida was to wipe/wash people out of their holdings so that he and new management and Crossbow would have a clean slate free of people like the shareholders.

I was dumbfounded and still cannot believe that you, my trusted investors would have conspired in this fashion. But it appears to look true and since Aidan and Larry have been working exclusively with you and your team to develop this business plan, I was horrified and stunned last week when I saw the fruits of your efforts, a BK with you and cohorts on top. Force the company into BK and steal the assets, that's what you had management prepare. I trusted you when we restructured your holdings a few months ago so that you would have a big percent, but you promised me I did not have to go out and seek more investment since you would finance the operation from that point, put in new management, raise any additional funds, and that we would be OK through the AOLTW, Sony, Movie Fly negotiations and the patent approval process.

Well your true colors showed when you promised the employees and your new management team that the money was in the mail for our payrolls, insurance, etc. and then cancelled out the financing, leaving everything in a drastic state of 2 months behind on your payments, employees unpaid, insurance cancelled on people at the hospital without notice. You told Aidan to fly out to West Palm and New York when you knew since you control the accounts with management that we were over \$100k negative.

This seems criminal to say the least, and then Larry told me Thursday, that it was a "perfect plan" for Crossbow since you had securitized your loans it would be like stealing candy from a baby. He also informed me that the only people who would come out ok in the new company were you and your friends; Chris Wheeler my attorney and your old friend who introduced us (and is now the largest single creditor), Brian Utley who Chris brought in as trusted management, Mike Reale Brian's IBM friend, Foley and Lardner Brian's friend, Maurice Buchsbaum your ex-employee, Ray Hersh Maurice's best friend, Aidan and Larry. It appears that all my advisors, who I believe have fiduciary responsibility, are the ones that are trying to force us into bankruptcy to come out with the assets on the other side. All the people who built this would be wiped out. I am not a lawyer but all this smells funny, especially running the company and management into the ground with this surprise at the end.

I am unsure of our recourse at this point as shareholders since your management team is no longer employed because you have refused to pay them and finance the company at this point. I am confused why you do not return a call as to your position with respect to the AOLTW meeting yesterday and what Crossbow would be willing to do to induce investment. I sure hope this was not the only business plan you have been working with Aidan, Larry and Ross on. What happened to the business model of going to AOLTW with a restructured plan that offered the shareholders something?

I went to AOLTW on behalf of the company yesterday to appeal for some help from them. I did not have any answer from either Hank or Steve as to what I could represent from your side. They have offered to have an investment decision in 4-6 weeks understanding the current strain you are placing the company in. I also, was unable to respond to our ability to maintain our accounts with them, but did inform them that the company run by your new management, had not paid rent in over two months, which was promised by your management to the building management as being paid and checks were cut. I believe that we have our accounts with Aidan who you have been depositing money into his new account but I have no powers over this so I am unclear as to balances and bouncing checks, etc. I also told them the patent work we did that they may invest in was now at risk due to the failure of Crossbow to provide the promised capital and several decisions they (the Crossbow management team) have made with Crossbow.

AOLTW and Sony have made you aware on several occasions (your trips here and theirs to you) that the technology is good and in use and that it would have great potential in many markets. I think they too feel that you have led us all down a road one way and in this disgusting move to leave the company high and dry and pull your loans as we default on the interest, that this looks and smells like a rat and you are trying to steal away the assets.



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I am unsure why you would pull this at this moment other than to fail to pay the interest on your secured notes, force the company into BK and steal the assets with the creditors, your friends, to come out ok on the other end. Seems strange that you have securitized the notes, and switched fence on secured credit from unsecured and right now only a few weeks away from patent approval and validated revenue streams which could amount over 20 years to billions, you are strangling the company with your friends and ex-employees.

Best regards,

Eliot

Eliot I. Bernstein

Founder & Vice Chairman

eliot@iviewit.com

I-View-It Technologies, Inc.

505 North Brand Boulevard

Suite 1420

Glendale, CA 91203-2308

Voice: 818.545.1444

Fax: 818.545.1440

Cell: 310.600.4645

Home\Work: 310.265.1730

www.iviewit.com

Blessed are the geek: for they shall inherit the earth! Gattthew 5:5

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Workin for the five-day weekend!

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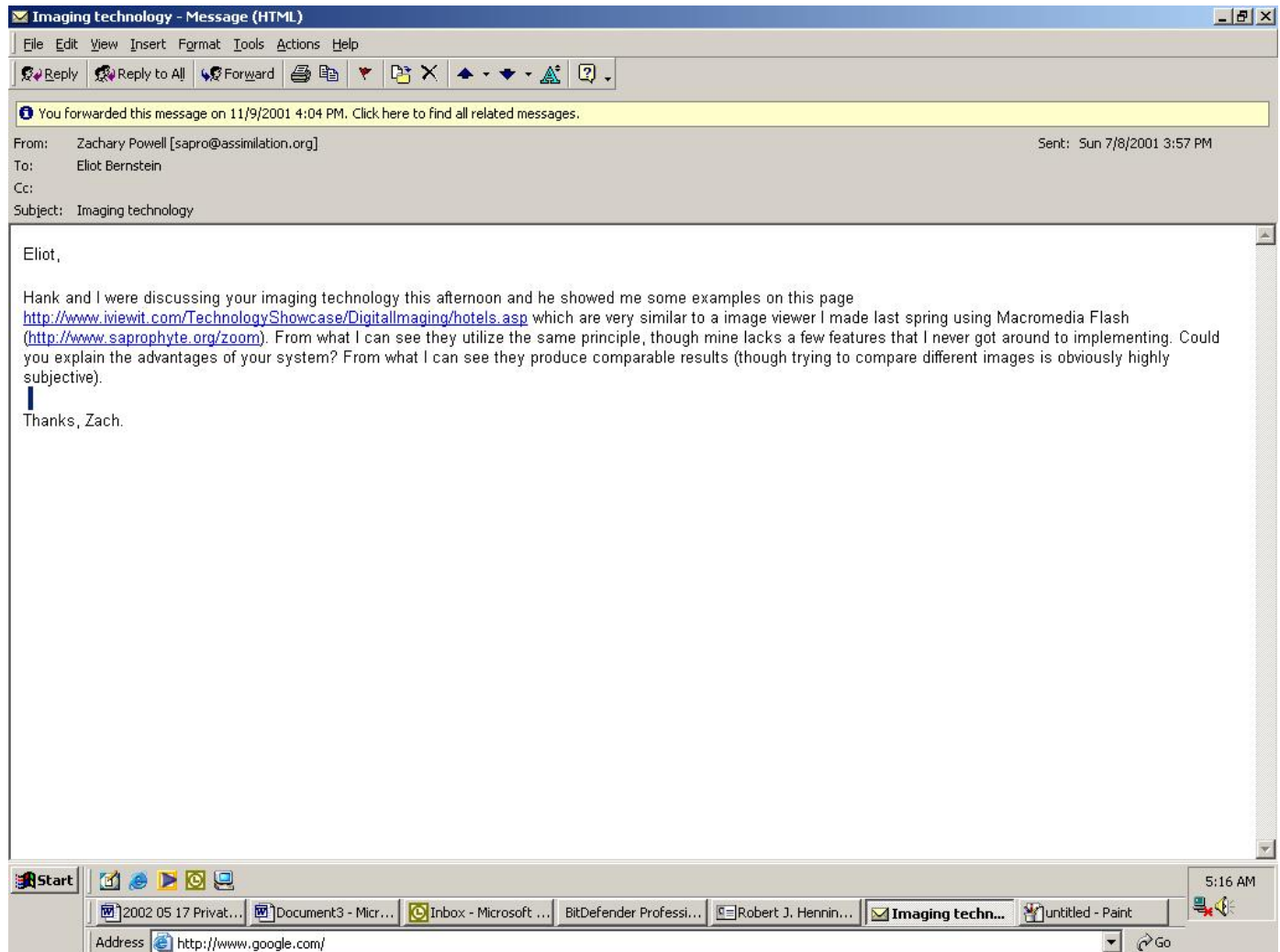
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Brain!



Exhibit 18 – How to have your son claim someone else's son's ideas when you are an investor in that Company, and by the by, is I View It confidential information Hank's normal diner critter chatter under strict NDA

Note that the kid is very clever in designing the name of his viewer the VIEWIT viewer.
and more to boot with this little son of a son of a *(&^*&#*^&



and more to boot with this little son of a son of a *(&^*&#*^&

Zak, please call me when you have a moment to discuss these issues 310.265.1730 or 310.600.4645.
Eliot

-----Original Message-----

From: Zachary Powell [mailto:sapro@assimilation.org]

Sent: Monday, July 09, 2001 10:00 AM

To: Eliot I. Bernstein

Subject: Re: Imaging technology



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The link I enclosed was related to the SightSound (<http://www.mp3.com/news/162.html>, sorry I had the wrong link). From the press I have seen, they don't appear to be making much headway ...

In regard to the gentleman who invented stickits, the difference that may arise is whether the invention is nonobvious or not. This is a rather subjective stage of the patent process which is very hard to evaluate. I would of course call the stickit nonobvious (even though it is now a household item for a good number of years), but given that I've been zooming in and out of images with graphics programs for a little over half my life I would not call an this image viewing technique nonobvious. The trouble is, I am not the average computer user (strange as I doubt the Adobe engineers are either).

I agree that overscaling images may not have been previously used on websites, but my interest in the previous message was how this related to print material. As I said, if one were to open a 150-300dpi acrobat document that was embedded into a webpage then much the same result would be created: an oversize image that may be viewed at multiple zoom levels. The only difference I can see here, is that the original intention was not to trick the viewer but to provide a document that would print out and full resolution. The zoom is merely a additional feature that is useful for viewing the document on screen before you print. As your patent is intended to be applied across software/hardware platforms, were I to add a print feature to the imageviewer I showed you earlier I would essentially have a different concept. It's primary intention would be an imageprinter that shows a preview image on screen which happens to have a zoom feature (to make sure you had opened the right document). It would still be possible for the "french drop" to occur at this stage, the only reason one could not conceive of it happening with acrobat is that it is not packaged as a trick (one expects the resolution as it is for print material).

So hypothetically, were a real estate company to offer high resolution pictures of rooms to print that had a zoom feature, would it be violating the patent?

Also, could you explain the proprietary nature of your video encoding process. Again, as far as I can see it is no different from the way I've been encoding to Realmedia formats since they related either encoder so it is hard to see how it is independent from the way others are encoding. When it was first explained to me last year I was under the impression that included some form of pre-filtering similar to the way redundant data in mpeg2 is removed for dvd, but I can see no sign of this in the patents which merely outline a basic method of Play, Capture, Edit, Encode, and Post (allowing for all possible combinations of hardware, software, and settings). Doesn't this put a patent on encoding video full stop, and if so, how would it be nonobvious given that all of the technology used is designed (at least partially) for that specific purpose. Also, if this is in fact what has been patented, how does it produce better quality video than all of those other encoding companies that are violating the patent.

Sorry for taking up so much of your time with these minor points, but Hank places a lot of faith in my judgement and I don't want to constantly be the source of the negative view point if I am merely missing part of the process.

Zach.

----- Original Message -----

From: [Eliot I. Bernstein](#) **To:** ['Zachary Powell'](#) **Sent:** Monday, July 09, 2001 11:48 AM **Subject:** RE: Imaging technology

Zachary,

The idea could have been implemented years ago, the plain fact seems that no-one ever thought of this idea. Simple it is once you learn what is happening, but without that knowledge it appears that no-one had ever thought of this combination of elements to achieve this result for 2D images projected on any screen i.e. camera's, TV's or computer screens. Parts that we did not claim to invent were zooming, applets or scanning, but it



the order and combination of the elements to achieve the desired result that we patented, not the individual parts, this is the fundamentals behind a process patent. If it was inevitable why had it never occurred? The reason I believe it never occurred was that fundamentally the critical path for embedding images into frames was to size and create the virtual image at an equal size to the viewing window, I believe this practice would have gone on for infinitum had I not blown up an image to oversize. I was unable to follow the link you enclosed, but I can reference that downloading a file is probably patented by one or more groups, but if you download it using our scaling technique, I do not think anyone had ever thought of that and again that is what we have patented.

Again, on intellectual property issues the argument is similar to sticky pads. You would assume that the gentleman who invented these had no rights to his idea. He did not invent paper, he did not invent glue and he certainly did not invent stacking. Yet when you combine those elements, you get a result that if copied pay royalties to the one who thought of combining the elements to create a process that yields a result. We are not claiming to have invented the zoom element embodied in programs of the past, and I nor any of the hundreds of engineers who were shown this process, had ever seen anything like it on a screen before, all of them had been working in imaging programs such as adobe for 20-30 years and were fascinated by the invention, including guys like your father who had been looking in computer screens for years. It's like a magic trick, you are fooled until you know the answer than you are never fooled again, and the "French drop" becomes obvious, for the whole affect is changed because you understand the elements that compose the trick and the process to get the result.

Another example is the InterVu patents. Simply the concept of redistributing files to the closest server. Again, here we have a guy who invented nothing other than a process for moving files around to servers closer to the user. This patent was awarded and Akamai paid 2.7 billion on day two. Another example SightsSound which simply has the patent on downloading movies for pay across a communication environment. Take a look at the deals they are collecting on and who their partners are fast becoming. Let me ask a final question, if it was so easy, and everybody like adobe had already had it, why was nobody using it to achieve this result in their virtual touring software, adobe software packages or any other imaging program??

As for licensing of the processes we have developed it appears that all hardware and software applications that utilize imaging or video may have applications.

Eliot

-----Original Message-----

From: Zachary Powell [mailto:sapro@assimilation.org]

Sent: Monday, July 09, 2001 6:03 AM

To: Eliot I. Bernstein

Subject: Re: Imaging technology

So it is the concept of the oversized image that is the primary factor, showing an image high resolution in a low resolution environment to create the effect of higher quality. How does this differ from print material? There are many sites such as JStor.org that offer highresolution scans of periodicals in acrobat format that allow digital zooming - basically digital microfiche archives. They are set up in much the same was as this because acrobat opens the document to fit the screen by default and so one has to zoom into the image to read the text. In some sense this is of course happening in reverse, they had a high resolution image and zooming was a necessary by product of that due to screen resolution, but it seems that in a transition from print to digital culture this is an inevitable development.



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I mention this because I am reminded of the case a year or two ago of the company that patented "selling downloadable media" (<http://search.mp3.com/bin/search/?hpcgi2>) and tried to get royalties from a number of sites that were doing this (as well as some, like mp3.com that weren't). I believe the company still exists, but I doubt it will ever be able to enforce the patent (which many people believe merely exists due to the patent office's inability to keep up with the times). What is your argument to enforcing intellectual property rights on this technique, if people make a case around similar highresolution viewing programs such as Acrobat that have been enlarging images since the early 1990s.

Zach.

----- Original Message ----- **From:** [Eliot I. Bernstein](#) **To:** '[Zachary Powell](#)' **Sent:** Sunday, July 08, 2001 9:39 PM **Subject:** RE: Imaging technology

It appears on first inspection that in fact you have found that the same oversized image in the viewer will result in "digital zoom" no matter the program or viewer, be it a camera or TV or computer screen. The concept may be the exact same, the program or the applet utilized may be different. I am unclear as to what to compare?

Eliot

-----Original Message-----

From: Zachary Powell [mailto:sapro@assimilation.org]

Sent: Sunday, July 08, 2001 3:57 PM

To: eliot@iviewit.com

Subject: Imaging technology

Eliot,

Hank and I were discussing your imaging technology this afternoon and he showed me some examples on this page <http://www.iviewit.com/TechnologyShowcase/DigitalImaging/hotels.asp> which are very similar to a image viewer I made last spring using Macromedia Flash (<http://www.saprophyte.org/zoom>). From what I can see they utilize the same principle, though mine lacks a few features that I never got around to implementing. Could you explain the advantages of your system? From what I can see they produce comparable results (though trying to compare different images is obviously highly subjective).

Thanks, Zach.



Exhibit 19 – How to steal an applet, first act, Brian invention at home is 2nd attempt after this is foiled

Proskauer, Brian, Mike and Ryan RYJO (under contract from R3D introduced by Chris Wheeler and under NDA plot to trademark and steal the applet from I View It. RYJO trademarks the name Phokus Image Applet and then they want I View It to license his applet. Talk about a joke. Proskauer drafts a joke of a deal and when I see it I freak, Reale and Utley tell me that it is his and I call Wheeler. Big investigation into his own firms work assures everyone intent was for iviewit to own it. We send the Proskauer deal to Foley they shred it. Now there is a large waste of legal bills and an attempt to steal. When questioned at first everyone, including Wheeler could not find a copy of Ryan's NDA which after Wheeler , Brian, Mike and Martha were questioned regarding they denied knowing such existed. Thank the lord that one happened to be in my briefcase. Reale claims prior to knowing I have one, that he spoke with Ryan and Ryan swore he never signed one and that he was going to kill that *&(^*&. Made me worry about what was going on tremendously. Brian write Connolly at 3D to confirm that he was under contract. "The best laid plans of mice and men." Note how the fax is sent to his home, notice that Proskauer draft tries to lose their letterhead on this, for shame!



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MAY 22, 2003 10:14AM

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NO. 756 F.1/26

Client/Matter Code:
57103/101
User ID Code: 128

FOLEY & LARDNER

Attorneys at Law

Sender's Direct Line:
(414) 297-5718

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

FAX TRANSMISSION COVER SHEET

TO: Mr. Brian G. Utley
COMPANY NAME: Iviewit.com, Inc.
COMPANY LOCATION: Boca Raton, Florida
COMPANY PHONE NUMBER: HOME: (561) 750-6876
COMPANY FAX NUMBER: HOMEFAX: (561) 393-7458
FROM: Douglas A. Boehm
DATE: May 22, 2000

TOTAL NUMBER OF PAGES INCLUDING COVER PAGE: 26

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ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5267
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4500

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
SABOCHM@FOLEYLAW.COM

VIA FACSIMILE

WATER'S DIRECT LINE
(414) 227-5718

May 22, 2000

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Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: Ryjo Web Site Development Agreement
Our Ref.: 57103/101

Dear Brian:

I have now had the opportunity to review the draft of the Web Site Development Agreement between Iviewit.com, Inc. ("Customer") and Ryjo, Inc. ("Developer") dated April 18, 2000, that was prepared by the Proskauer Rose law firm. I have attached a hand marked-up copy of the draft agreement to this letter, which contains several comments in the margins. I will limit my discussion in the body of this letter to the substantive matters of the Agreement. Please refer to the attached agreement for additional comments regarding stylistic and formal matters.

Since I was not involved in the initial negotiations with Ryjo, and since I don't have detailed information about the services to be provided, I can only pose questions regarding those parts of the agreement that I don't understand. I apologize if these questions are not relevant to the development or if they have already been dealt with in other communications.

Section 1.1 Initial Services.

The draft agreement states that "Developer shall provide ... the Site ...". Since I suspect that Iviewit already owns the Site (as stated in first whereas clause), I don't understand why "the Site" is set forth here as being provided by the Developer. Furthermore,



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CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-6267
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4600

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
DABUCHM@FOLEYLAW.COM

VIA FACSIMILE

WRITER'S DIRECT LINE
(414) 297-5716

May 22, 2000

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Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
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Mr. Brian G. Utley
May 22, 2000
Page 6

Java Applet is the exclusive property of Customer, as it is part of the Customer Materials set forth in Section 4.1 above."

The issue of a non-exclusive license back to Developer for the Java Applet may still need to be addressed, with appropriate confidentiality restrictions.

Section 4.4 Domain Name.

Is it possible that the Site could have more than one URL or domain name? If so, this Section should be modified to refer to all such URLs and domain names.

Section 5.1 Confidential Information.

This definition of Confidential Information defines all the Deliverables as being confidential, even though they will be posted to a public Web site. As such, the Developer would be in breach of this confidentiality clause when it posts the information. Furthermore, it is not clear which information the clause "which are supplied by Customer to Developer" is referring to as being Confidential Information.

I would suggest that Section 5.1 be rewritten in two parts as follows:

5.1(a) An "Affiliate" shall mean any company or entity that controls, is controlled by, or is under common control with, Customer at the time in question, and specifically includes Iviewit Holdings, Inc., Iviewit Technologies, Inc., and Iviewit LLC.

5.1(b) "Confidential Information" shall mean all information and material: (a) that gives Customer or its Affiliates some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of Customer or its Affiliates; or (b) that is either (i) marked "Confidential", "Restricted", or "Proprietary" or other similar marking, or (ii) known by the Developer to be considered confidential or proprietary to Customer or its Affiliates, or (iii) from all the relevant circumstances, should reasonably be assumed to be confidential or proprietary to Customer or its Affiliates. Confidential Information includes, but is not limited to, information concerning the business, customers, markets, products, technology, operations, financial structure, and assets of Customer and/or its Affiliates, and specifically includes such items as customer and vendor lists, employee lists, financial and business data, technical, engineering, and research and



Mr. Brian G. Utley
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development information, market research and analysis data,
inventions, trade secrets, and know-how.

Section 5.2 Restrictions on Use.

This Section prevents Developer (unless authorized in writing each time) from copying the Confidential Information (which necessarily will occur for them to perform their duties) and from delivering the Confidential Information to any third party (which will probably occur each time the Deliverables are transferred to the Host Service Provider). It is also somewhat inconsistent in its terminology. I would suggest that Section 5.2 be rewritten as follows:

5.2 Restrictions on Disclosure and Use. Developer acknowledges that in order to perform the Services hereunder, it shall be necessary for Customer to disclose to Developer certain Confidential Information. Developer agrees that, unless it has obtained express prior written consent from a duly authorized representative of Customer to do otherwise, it shall: (i) treat as confidential and protect the secrecy of any Confidential Information in Developer's possession or control; (ii) not disclose, publish, or otherwise make the existence, source, content, or substance of any Confidential Information available or known to the public or to any third party; and (iii) not use any Confidential Information for the benefit of any person or organization, including Developer, except as and to the extent necessary for the purpose of performance under this Agreement.

Section 5.3 Limitations.

One of the standard exceptions to the definition of Confidential Information is missing ("already known to Developer"), and several of the other exceptions should be modified. Therefore, I would suggest that the entire Section be revised as follows:

5.3 Exceptions. Customer agrees that the obligations of confidentiality under this Agreement shall not apply to any portion of the Confidential Information that Developer can show by substantial documentary evidence: (a) was in Developer's possession or previously known to Developer, without an obligation to keep it confidential, before such information was disclosed to Developer by Customer or developed for Customer by Developer; or (b) is or becomes public knowledge through a source other than Developer and through no fault of Developer; or (c) is or becomes lawfully available to Developer from a



Mr. Brian G. Utley
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source other than Customer and was not derived from the Confidential Information; or (d) is independently developed by employees or agents of Developer that did not have access to any Confidential Information; or (e) is required to be produced under a court or governmental order, in which event Developer shall provide reasonable prior notification to Customer so that Customer may take steps necessary to protect its Confidential Information.

Section 5.4 Return of Customer Materials

This language needs to be modified to include return of all Confidential Information: "Upon Customer's acceptance of the final Deliverables, or upon Customer's earlier request, Developer shall provide Customer with all originals and copies of all Confidential Information in tangible form, Customer Materials, and ..."

Section 6 Non-Competition

The bolded note asks the question whether the company wants a non-compete provision. I would recommend that such a provision be included in this agreement. However, I would suggest that Section 6 be modified such that it is more likely to be enforceable, as many non-competition causes are not upheld in court. I would also suggest that this Section 6 be moved to become a subsection of Section 7. (If not, Section 6 is the only Section having only one subsection.)

I would suggest making the following modifications: The period of time should be relatively short, i.e., perhaps two or three years. The phrase "perform services" in part (i) might be changed to "perform design or development services" for clarity. The statement that "... any of those entities named by Customer as Customer's direct competitors ..." might be clarified by stating "... any person or entity that is in the same business as Customer and that could reasonably be considered a direct competitor of Customer, particularly if such person or entity performs digital imaging and/or streaming video and/or video conferencing services for third parties ..." (This would also relieve you of the burden of naming your direct competitors, and constantly updating the list.) The two remaining clauses of this Section may also need some additional modifications.

Section 7.1 Developer Warranty

As written, this Developer warranty apparently obligates the Developer to maintain the Site forever at Developer's own expense. I doubt that this will be acceptable to the Developer. This warranty also appears to state that the Developer has to "fully cooperate" in providing the Services "at no cost" to Customer, which should be clarified. Furthermore, the warranty against infringement/misappropriation of third party IP rights, as written, would make the Developer fully liable whether or not the Developer was aware of such infringement



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or misappropriation, and even include liability for Customer Content posted to the Site. I think this entire section needs to be modified.

In order to use the following modifications, Section 7.1 needs to start out as: "Developer represents and warrants that: ...".

Programming bugs should be warranted: "... (1) the Deliverables and the Site will be free from reproducible programming errors and free of defects ..."

The Specification should be the basis of the performance warranty: "... (2) the Deliverables and the Site will function and conform in all material respects to the Specifications and other ..."

Programming originality should also be warranted: "... (3) all works of authorship in the Deliverables are original and have not been copied or derived from a third party's work, except to the extent Developer's Software is included in the Deliverables as authorized under this Agreement."

The warranty against infringement/misappropriation in clause (4) of Section 7.1 can remain if the remedy is addressed (see below): "... the Deliverables and the Site shall not infringe ...";

Only full-time employees of Developer should work on the Deliverables to ensure proper transfer of IP ownership: "... (5) unless Developer has obtained express prior written consent from a duly authorized representative of Customer to do otherwise, only those persons that are full-time employees of Developer acting within the scope of their employment shall perform Services for Customer under this Agreement, such that all copyrightable subject matter made by those persons will be covered by the definition of a "work made for hire" under the U.S. Copyright laws and Developer will be regarded as the author and owner of all copyrights in any such works;"

Ownership of employee work product and written employee confidentiality obligations should be warranted: "... (6) unless Developer has obtained express prior written consent from a duly authorized representative of Customer to do otherwise, only those persons that have (i) executed an intellectual property assignment agreement in favor of Developer, and (ii) have executed a confidentiality agreement with Developer consistent with the obligations of Developer under this Agreement, shall perform Services for Customer;"

Title should be warranted: "... (7) Developer either owns or has the right to license the Deliverables provided to Customer under this Agreement, including any Developer Software used in the Deliverables, and Developer shall not include or use any materials or other technology in the Deliverables that would conflict with Developer's obligations under this Agreement;"



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Third party confidentiality should be warranted: "... (8) Developer will not disclose to Customer, nor make use of during the Services provided hereunder, any trade secrets or other proprietary information of any third party, unless Developer may do so without Developer or Customer incurring any obligation, past or future, to such third party for such work or any future application thereof."

There should be a warranty against disablement: "... (9) no portion of the Deliverables contains or will contain any protection feature designed to prevent its use or to provide unauthorized use, unless otherwise expressly authorized in writing by Customer, including, without limitation, any computer virus, worm, software lock, drop-dead device, Trojan-horse routine, trap door, time bomb, or any other codes or instructions that may be used to access, modify, delete, damage, or disable the Deliverables or the Site or Customer's or its client's use thereof."

There should be a warranty against conflicts of interest: "... (10) Developer has no present or future activities or obligations with any third party that will in any way conflict with or limit or restrict Developer's ability to perform the Services for Customer hereunder. In case of doubt, prior to commencing such activities or obligations, Developer will review the area of possible conflict with appropriate representatives of Customer."

The second full sentence of Section 7.1 states that the Developer agrees to correct [fix] any failure of any Deliverables to meet the warranty. However, sometimes it is impossible to "fix" something to keep it from infringing a patent. Therefore, I would add a new Subsection 7.5 (see below) and modify this sentence to begin with: "Unless otherwise set forth in Section 7.5 below, Developer agrees to correct ..."

Section 7.2. Customer Warranty.

It is not clear to me what was meant by the language "Customer shall be responsible for Customer Content ...", and I'm not sure whether this language would qualify as a warranty. Section 7.2 also does not define what kind of taxes are the Customer's responsibility. Nevertheless, I see no need for any such Customer warranty section to be included in this agreement, particularly at this stage of the agreement negotiation. (If this Section is kept in, the definition of Customer Content has to be reinstated in Section 4.1.)

Section 7.3. Developer's Indemnity.

This indemnity language appears to cover an unlimited amount of direct damages for breach or infringement -- which could reach into the millions of dollars if the Web site was shut down and Iviewit could not continue to do business over the Site due to such breach or infringement. If this is what was intended to cover, there should be a requirement in this agreement that the Developer has a specified amount of commercial liability insurance for covering such an indemnification obligation, perhaps naming Customer as a preferred beneficiary under the policy. Furthermore, a warranty/indemnity clause for



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infringement usually addresses what will happen in the event of an injunction, which is a normal remedy for infringement and misappropriation. I think Section 7.3 should be revised accordingly.

Section 7.4. Obligations Relating to Developer Indemnity.

Although it is commonly done, providing the Developer with the sole right to defend and settle indemnification claims could be a problem if it includes a right to settle an action for an injunction, either temporary or permanent, that could shut down the Site and prevent Customer from continuing its business. I would at least modify this sentence to read: "... solely defend and settle any claim for monetary damages, ..." and then see if they object. Moreover, the phrase "with the reasonable assistance of Customer" should also be qualified by adding: "... and at Developer's sole expense."

New Section 7.5 Intellectual Property Infringement.

I would add the following as a new Subsection 7.5:

7.5 Infringement Procedures. In the event that the use of the Deliverables or the Site infringes or misappropriates any patent, copyright, trademark, trade secret, or other intellectual or industrial property right of any third party, and, as a result therefrom, an action is brought seeking an injunction against Customer to stop using the Deliverables or the Site, either wholly or in part, then Developer shall, at its option and its expense, either: (a) obtain for Customer the right to continue using the Deliverables and the Site, or (b) modify the Deliverables and/or the Site in such a way that they become non-infringing, as long as the modified Deliverables and/or the Site are of comparable quality and functionality.

Section 7.7 Disclaimer.

If Section 7.2 "Customer Warranty" is removed (per my suggestion above), then Section 7.7 (and perhaps Section 7.8) should be revised to refer only to Developer and not to both parties.

More importantly, if Developer had anything to do with the preparation of the Specification (which is the basis of the performance warranty) such that Customer is relying on Developer's skill or judgment in selecting, defining, or designing the Deliverables or the hosting equipment or personnel, then I would not let the Developer disclaim the implied warranties of merchantability and fitness of a particular purpose. Perhaps the entire Section 7.7 should be omitted until the Developer requests that there be some such disclaimer.



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New Section 7.9

I would add the following new Section here:

7.9 No Liability for Customer. Customer shall have no liability to Developer and Developer shall indemnify and hold Customer harmless from any and all claims for property loss and injury (including death) to Developer and its employees and agents that may result in connection with the performance of Services hereunder, provided that such injuries are not a result of the sole intentional or negligent acts of Customer or its employees.

Section 8 Termination.

I would suggest that this Section 8 be re-titled "Term and Termination" and that a new Section 8.1 be added as follows:

8.1 Term. This Agreement shall commence on the Effective Date and shall continue for a minimum period of one (1) year, and shall continue thereafter for so long as the Customer seeks and obtains Services from Developer, unless terminated earlier in accordance with this Agreement.

Section 8.1 (8.2) Termination for Convenience.

I agree that only Customer should be able to terminate for convenience in a very short time frame. I question whether twenty days is appropriate if Developer can continue working for those twenty days and Customer will be obligated to pay for it. I also think that the Developer should be given some way out of the agreement other than bankruptcy. Perhaps this Section should be modified to allow Customer to terminate for convenience effective immediately, and Developer to terminate for convenience upon ninety (90) days prior notice.

Section 8.2 (8.3) Termination for Non-Performance or Delay.

If Customer can terminate immediately, there is no need for this Section. If not, the time period should not be greater than the twenty days (or whatever) needed to terminate for convenience. Note that there is no "cure period" other than that in Section 3.2.

Section 8.4 (8.5) Effect of Termination.

Note that the Java Applet is specifically mentioned here.



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Section 9.2 Assignment.

I would make this agreement freely assignable by Customer to one of its affiliates as follows: "... of the other party; provided, however, that Customer may, upon notice to Developer, assign its rights under this Agreement to any Affiliate of Customer or to the acquirer of substantially all of its business. ..."

Section 9.6 Publicity.

Since policing of Iviewit trademarks and other statements is a burden to Iviewit, I normally don't advise that you agree up front to consent to granting publicity rights to others. Therefore, I would omit the language "... which consent shall not be unreasonably withheld."

I hope that these comments prove useful. I would be happy to discuss any of the above with either you or the Proskauer attorney, or modify and finalize this agreement, upon your request.

Very truly yours,



Douglas A. Boehm

Attachment



Now the document provided by Proskauer to Foley, mysteriously with no heading on the stationary, when this was presented to me I flipped, it appeared to say that we somehow had joint ownership of the applet.



This appeared to be stealing by a subcontractor using our own



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WEB SITE DEVELOPMENT AGREEMENT

This Web Site Development Agreement (the "Agreement"), made and entered into as of the ____ day of _____, 2000 (the "Effective Date") by and between iviewit.com, Inc., a Delaware corporation with offices at 2255 Glades Road Suite 337 West, Boca Raton, Florida 33431, ("Customer") and Ryjo, Inc., a _____ corporation with offices at _____ ("Developer").

BACKGROUND

WHEREAS, Customer currently owns a Web Site at the URL www.iviewit.com (the "Site");

WHEREAS, Developer is in the business of providing Web site design, development and related services and wishes to further design for Customer the Site and Customer wishes to retain Developer to provide such services, all subject to the terms and conditions set forth in this Agreement

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Customer and Developer hereby agree as follows:

1. Services

1.1 Initial Services. Developer shall provide to Customer the services, the Site and the other deliverables set forth on Exhibit A, all in accordance with the specifications and delivery schedule also set forth on Exhibit A hereto (the "Initial Services").

1.2 Additional Services. If Customer so requests, Developer shall perform services in addition to the Initial Services. Developer and Customer agree that any services in addition to the Initial Services to be provided by Developer to Customer shall be (i) described in attachments which are executed from time to time by both parties and annexed to and made a part of this Agreement (the "Attachments"); and (ii) provided in accordance with the provisions of this Agreement (the "Additional Services"). Each Attachment shall contain a description of the Additional Services and deliverables to be provided by Developer, criteria and warranties for the Additional Services, specifications, functionality, fees and charges and additional terms and conditions as the parties may wish to include. The Initial Services and Additional Services shall be collectively referred to herein as the "Services" and the deliverables to be provided by Developer pursuant to Initial Services or Additional Services shall be collectively referred to herein as the "Deliverables."

1.3 Subcontractors. Developer shall not use any subcontractors unless expressly authorized by Customer in advance and in writing. In the event Customer authorizes Developer's use of a subcontractor, prior to the time such subcontractor commences work on the Services, Developer

attorney??

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shall ensure that each such subcontractor executes such documents as Customer may reasonably request in order to further the purposes of this Agreement.

2. Compensation

2.1 Initial Fees. Customer shall pay Developer fees for the Initial Services, in the amount and at such time as set forth on Exhibit B hereto. Developer acknowledges and agrees that Customer has already paid Developer \$_____ for Initial Services rendered prior to _____, 2000. **[WILL THERE BE STAGGERED PAYMENTS, WITH PAYMENTS BASED ON MEETING PARTICULAR DEVELOPMENT MILESTONES OR WILL THE PAYMENTS BE BASED UPON HOURLY CHARGES? THIS SHOULD BE SET FORTH IN EXHIBIT B.]** ✓

2.2 Fees for Additional Services. In the event Customer requests any Additional Services, Customer shall pay to Developer fees based on ~~the~~ applicable hourly rate, as set forth ~~of~~ Exhibit C. *on*

2.3 Expenses. Developer will not be reimbursed by Customer for any expenses incurred in connection with the performance of the Services, unless those expenses are approved in advance and in writing by Customer.

2.4 Third Party Software. *?* Any third party software that Customer will require for the operation of the Site is set forth on Exhibit A or the applicable Attachment. Customer shall not be responsible for reimbursing Developer for the cost of any third party software and all licenses for third party software shall be purchased by Customer directly (with the reasonable assistance of Developer), unless otherwise agreed in writing.

2.5 Invoicing. Developer shall invoice Customer monthly for fees for Additional Services, as well as any approved expenses accrued during the prior month. Customer shall pay undisputed fees and expenses within thirty (30) days of receipt of each invoice.

2.6 Further Revenues, Attribution. Except as otherwise provided in Section 4.3 below, Developer shall have no right to any royalties, revenues, fees or other payments in connection with, or as a result of, the Site, or with respect to products or services promoted on or by the Site.

3. Development, Deliverables and Acceptance

✓ 3.1 Development. Developer shall develop each Deliverable in accordance with the applicable Specifications. All development work will be performed by Developer or its employees. Each week following execution of this Agreement during which any development and/or testing hereunder remains uncompleted, and whenever else Customer shall reasonably request, Developer shall contact, or meet with [Eliot I. Bernstein] or another representative designated by Customer, and report all tasks completed and problems encountered relating to development and testing of the Site. During each such discussion or meeting, Developer shall advise Customer in detail of any

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recommended changes with respect to remaining phases of development. Developer shall contact Customer's representative promptly by telephone and in writing upon discovery of any event or problem that might materially delay development work. All interim versions of the Customer Site and Deliverables shall be made available to Customer at all times, upon request of Customer. #

3.2 Delivery and Acceptance. Developer shall deliver each Deliverable to Customer on or prior to the delivery date set forth in the delivery schedule in the applicable Exhibit or Attachment. Each delivery shall be in a format or medium acceptable to both parties or as specified in the applicable Exhibit or Attachment. Deliverables shall conform in all material respects to the Specifications and shall be subject to acceptance by Customer in Customer's sole but reasonable discretion. Upon receipt of each Deliverable (including the final Site), Customer shall have a period of ten (10) days within which to test the Deliverable (the "Acceptance Period") and to notify Developer of its acceptance or rejection based on its test results with respect thereto. If Customer has not given notice of rejection within the Acceptance Period, the Deliverable will be deemed to have been accepted. In the event that any Deliverable or any portion thereof is not acceptable to Customer, Customer shall give Developer notice thereof. Developer shall, at no cost to Customer, within five (5) days of receipt of such written rejection notice, correct any deficiencies identified by Customer and the delivery/acceptance/rejection/correction provisions above shall be reapplied until the Deliverable is accepted by Customer. If the Deliverable is not acceptable to Customer after Developer has had two opportunities to correct any identified deficiencies, Customer shall have the right to immediately terminate this Agreement without any further obligation or liability of any kind and Developer shall immediately reimburse Customer for any amounts paid hereunder. ?

3.3 Transfer of Site. Upon acceptance of the Site, Developer shall transfer and implement the Site and any corresponding Deliverables to and on the host Internet server and supporting environment at the location specified in writing by Customer (collectively, the "Host Server") in conformance with the delivery schedule on Exhibit A. The Site will be hosted on the Host Server or as otherwise specified by Customer (the "Hosting Service Provider"). Developer shall work in conjunction with the Hosting Service Provider in connection with the transfer of the Customer Site to the Host Server, provided that Developer shall have ultimate responsibility for effecting the transfer of the Site to the Host Server. Developer shall promptly inform Customer of any known failure by the Hosting Service Provider to assist Developer in effecting such transfer. [THIS ASSUMES DEVELOPER WILL NOT BE PROVIDING HOSTING SERVICES. PLEASE LET ME KNOW IF THIS IS NOT THE CASE.] ? See h1

4. Proprietary Rights

4.1 Customer Materials. Except as provided in Section 4.2 and 4.3 below, all Specifications set forth on Exhibit A or in other Attachments, Deliverables (including, but not limited to, the Site) and any inventions, trade secrets, and other materials developed or prepared for Customer by Developer hereunder and any trademarks, trade names, logos, characters, content and other materials provided by Customer ("Customer Content"), and the look and feel of the Site, including, without limitation, all patent rights, copyrights, trademarks, trade names and other proprietary rights inherent

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therein or appurtenant thereto (collectively, the "Customer Materials") are the property of Customer. All Customer Materials that are copyright works shall be deemed to be works made for hire to the extent permissible under the federal copyright laws. To the extent that any such copyright work may not be considered works made for hire, and generally in relation to all other Customer Materials, Developer agrees to and hereby does irrevocably assign, convey and otherwise transfer to Customer, and its respective successors and assigns, all rights, title and interests worldwide in and to the Deliverables and other materials developed or prepared hereunder and all copyrights, trade secrets, patents, trademarks and other intellectual property rights and all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. Developer agrees to give Customer and any persons designated by Customer reasonable assistance required to perfect the rights defined in this Section 4. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Developer hereby waives such Moral Rights. Developer shall confirm any such waivers and consents from time to time as requested by Customer.

4.2 Retained Rights.

(a) The parties acknowledge that the Site to be delivered to Customer by Developer hereunder will be a compilation of various components, which may include, without limitation, graphics, diagrams, images, tables, sounds, video, computer programs, algorithms, cookies or applets that were created or licensed by Developer prior to the Effective Date (collectively "Developer Software"). Subject to the license granted under (b) below and subject to Section 4.3 below, Developer retains all right, title and interest to Developer Software.

(b) Developer hereby grants to Customer a royalty-free, worldwide, perpetual, irrevocable, non-exclusive license with full rights to sublicense, to use, reproduce, distribute, modify, publicly perform, and publicly display the Developer Software on the Site or any Web site operated by or for Customer.

4.3 Joint Ownership of Java Applet. The parties acknowledge that Developer created and developed, on behalf of Customer, a Java applet which allows for the zooming and panning of JPEG images (the "Java Applet"). The parties acknowledge that the Java Applet was created by Developer specifically for use in connection with its services hereunder. The parties agree that Customer shall not be responsible for reimbursing Developer for the cost of creating such Java Applet or otherwise. The parties further agree that the Java Applet is owned jointly by the parties, and each of the Customer and the Developer own one-half of all rights, title and interest in and to the Java Applet. Any and all inventions, royalties, revenues, trade secrets, trademarks, trade names, logos, patent rights, copyrights and all other proprietary rights inherent in the Java Applet or appurtenant thereto shall be owned one-half by Customer and one-half by Developer.

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4.4 Domain Name. The Customer Site shall have its URL under Customer's domain name, which domain name is and shall remain the sole property of Customer (the "Domain Name"). To the extent that title to the Domain Name does not vest in Customer by operation of law, Developer hereby assigns all rights, title and interest to Customer which Developer has, may have, or may hereafter have, if any, in and to the Domain Name. Developer shall promptly, upon Customer's request, execute any documents and submit any documents to Network Solutions, Inc. and/or another agency ~~which~~ ^{that} are necessary to give full force and effect to the foregoing assignment.

4.5 Data. Any and all data generated in connection with the testing or operation of the Site shall be solely owned by Customer. Developer shall have no rights to access, use or analyze such data, either individually or in aggregated form.

5. Confidentiality

5.1 Confidential Information. The existence and terms of this Agreement, the Deliverables, and any inventions, trade secrets, and other materials developed or prepared for Customer by Developer hereunder and any technical and marketing plans of Customer or any of its affiliates, including without limitation, iViewit Holdings, Inc. ("Holdings") and iViewit Technologies, Inc. ("Technologies") (Holdings, Technologies and any other affiliate of Customer, an "Affiliate" and collectively the "Affiliates") or any other business information of Customer or any Affiliate, including all materials containing said information, which are supplied by Customer to Developer is the confidential information ("Confidential Information") of Customer or any of the Affiliates, as applicable.

5.2 Restrictions on Use. Developer agrees to use the Confidential Information only in furtherance of its obligations under this Agreement and that except as authorized in writing by Customer: (i) Developer will preserve and protect the confidentiality of all Confidential Information; (ii) Developer will not disclose to any third party, the existence, source, content or substance of the Confidential Information or make copies of the Confidential Information; (iii) Developer will not deliver Confidential Information to any third party, or permit the Confidential Information to be removed from Developer's premises; (iv) Developer will not use the Confidential Information in any way other than to develop the Site as provided in this Agreement; (v) Developer will not disclose, use or copy any third party information or materials received in confidence by Developer for purposes of work performed under this Agreement; and (vi) Developer shall require that each of its employees and approved contractors who work on or have access to the Confidential Information sign a confidentiality and assignment agreement acceptable to Customer and be advised of the confidentiality and other applicable provisions of this Agreement.

5.3 Limitations. Information shall not be considered to be Confidential Information if Developer can demonstrate that it: (i) is already or otherwise becomes publicly known through no act of Developer; (ii) is lawfully received from third parties subject to no restriction of confidentiality; (iii) can be shown by Developer to have been independently developed by it without

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use of the Confidential Information; or (iv) is authorized in writing by Customer to be disclosed, copied or used.

5.4 Return of Customer Materials. Upon Customer's acceptance of the final Deliverable, or upon Customer's earlier request, Developer shall provide Customer with all copies and originals of Customer Materials, Developer's work papers and work in progress as well as any other materials provided to Developer, or created by Developer under this Agreement.

7.5 Non-Competition. Developer shall not, during the term of this Agreement and for a period of () years thereafter, for any reason directly or indirectly, do any of the following: (i) perform services for any of those entities named by Customer as Customer's direct competitors; (ii) design, develop or provide services in connection with a site that Customer believes is competitive with the Site or which incorporates the following aspects or functionality also found in the Site; or (iii) solicit the trade or patronage, conspire with any individual, partnership, company, employer, or business entity with which Customer is actively involved in a way which causes harm to the Customer and its objectives.

[DOES THE COMPANY WANT A NON-COMPETE PROVISION?]

7. Warranties, Covenants and Indemnification

7.1 Developer Warranty. Developer warrants and represents that the Deliverables and the Site (1) will be of high quality and free of defects in material and workmanship in all material respects; (2) will function and conform in all material respects to the functional and other descriptions contained on Exhibit A or other Attachments; and (4) shall not infringe upon or misappropriate any copyright, trademark, patent, trade secret or other third party right. Developer agrees to at its own expense any failure of any Deliverable or the Site to meet the foregoing warranty at no cost to Customer. Developer shall fully cooperate with Customer and any Hosting Service Provider in providing the Services under this Agreement, including, but not limited to, implementing the Site on the Host Server and identifying and correcting any errors in the Site.

7.2 Customer Warranty. Customer shall be responsible for Customer Content provided by Customer and for complying with laws applicable to Customer's business. Customer shall be responsible for paying taxes relating to the Site and related electronic commerce.

7.3 Developer's Indemnity. Developer agrees to defend, indemnify, and hold harmless Customer and its directors, officers, employees and agents from and against all claims, defense costs (including reasonable attorneys' fees), judgments and other expenses arising out of or in connection with (i) a breach by Developer of its covenants and warranties in this Agreement or (ii) any claim or threat by a third party that the Deliverables or the Site infringe upon or misappropriate any copyright, trademark, patent, trade secret or other third party right.

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7.4 Obligations Relating to Developer Indemnity. Developer's obligation to indemnify requires that Customer notify Developer promptly of any claim as to which indemnification will be sought and provide Developer with the right to solely defend and settle such claim, with the reasonable assistance of Customer.

7.5 ?
7.6 ? → 7.7 DISCLAIMER. THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE PARTIES. THE PARTIES EXPRESSLY DISCLAIM, AND HEREBY EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.8 EXCLUSION. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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8.2 Termination for Convenience. Customer shall have the right at any time to terminate this Agreement upon [twenty (20)] days notice by giving written notice of termination to Developer.

8.3 Termination for Non-Performance or Delay. In addition to Customer's rights to terminate this Agreement for cause pursuant to Section 3.2, Customer shall have the right to terminate this Agreement effective immediately if a Deliverable is [] or more days late. (PLEASE ADVISE AS TO APPROPRIATE TIME PERIOD.)

8.4 Automatic Termination. This Agreement will be terminated automatically, without notice, (i) upon the institution by or against Developer of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Developer's debts; (ii) upon Developer making an assignment for the benefit of creditors; or (iii) upon Developer's dissolution.

8.5 Effect of Termination. In the event of termination of this Agreement for any reason, Developer shall immediately cease all work hereunder. Customer will have no further obligations or liabilities under this Agreement other than to pay Developer for fees accrued up to the time of termination. Customer will have the right, in addition to all of its other rights, to require Developer to deliver to Customer all of Developer's work in progress, including all originals and copies thereof, as well as any Customer Materials and other materials provided to Developer by Customer or third parties, or created by Developer under this Agreement, including the Java Applet. Developer may keep any payments which have been paid or are due, and such payments shall be deemed payment in full for all obligations of Customer under this Agreement, including full payment for all source code, object code, documentation, notes, graphics and all other materials and work relating to the portion of the Site and the assignment or licenses of rights relating to the Site which has been completed as of the time of termination. Developer shall provide reasonable assistance to Customer

Deliverables

Customer Materials

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and any third parties authorized by Customer in assuming performance of those Services necessary for the continued and uninterrupted operation of the Site. Upon termination or expiration of this Agreement, Developer shall, at no cost to Customer, provide reasonable assistance to Customer and any third parties authorized by Customer in assuming performance of those Services necessary for the continued and uninterrupted operation of the Customer Site.

9. Miscellaneous ← (ITALICS)

9.1 Independent Contractors. The parties agree that their relationship is strictly and solely that of independent contractors, and that neither Developer nor any of its employees, agents or representatives is or shall be construed as an employee of Customer, or otherwise entitled to any benefits or insurance provided by Customer, including any unemployment or disability benefits.

9.2 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement shall be binding upon the parties' respective successors and permitted assigns. > ?

9.3 Notices. Any notices or communication under this Agreement shall be in writing and shall be hand delivered or sent by registered mail return receipt requested or by confirmed facsimile transmission to the party receiving such communication at the address specified above or such other address as either party may in the future specify to the other party. Notices shall be deemed to be effective upon confirmation of delivery.

9.4 Amendments. No modification, amendment, supplement to or waiver of this Agreement, Exhibit, Schedule or Attachment, or any of their provisions shall be binding upon the parties unless made in writing and duly signed by both parties. A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

9.5 Entire Agreement. This Agreement, Exhibits, Schedules and any Attachments set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties. In the event of a conflict between the terms of this Agreement and the terms of an Exhibit, Schedule or Attachments, the terms of this Agreement shall control. In the event any one or more of the provisions of this Agreement, Exhibit, Schedule or Attachments is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall remain unimpaired and in full force and effect.

9.6 Publicity. Developer agrees that it shall not, without prior written consent of Customer in each instance, refer to the existence of this Agreement on its Web site, in press releases, advertising or materials distributed to prospective clients without the prior written consent of Customer, which consent shall not be unreasonably withheld. >

9.7 Governing Law. This Agreement shall be governed by the laws of the State of Florida, without giving effect to conflicts of laws principles.

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9.8 Survival. Sections 4, 5, ⁶6 and 7 of this Agreement shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CUSTOMER:

iviewit.com, Inc.

By: _____

Title: _____

DEVELOPER:

Ryjo, Inc.

By: _____

Title: _____

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EXHIBIT A

INITIAL SERVICES

Services
Deliverables
Delivery Schedule
Specifications
Applicable third party software
Plans to transfer Site to Host Provider

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EXHIBIT B

INITIAL FBES

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EXHIBIT C

HOURLY RATES FOR ADDITIONAL SERVICES

More frightening is that Ryjo, a subcontractor under Real3D/Intel/SGI/Lockheed has already trademarked the applett under his own name as if he owned



Phokus™

Project Outline prepared 12/8/99

1. Overview

1.1 Summary

Phokus™ is a Java applet for specialized viewing of 360° surround-images within an Internet web page. It features a customizable interface that allows for logo placements, advertising displays, navigation controls, status bars, and online help. Users may use a mouse or keyboard to smoothly pan and zoom through the virtual environment.

When a user opens a web page that contains the Phokus™ applet for the first time it may take a few extra seconds for the Java code to be downloaded; after that it will be able to start very quickly. As the applet starts the first thing visible will be a logo image, followed by one or more advertisement images which can be displayed for variable lengths of time. While the ad(s) is showing an optional progress bar will also be displayed indicating the status of the downloading main image. When the download is complete the ads will be replaced by the surround-image and the navigation controls will become visible and active.

The navigation controls allow the user to pan left, right, up, and down as well as zoom in or out. Motion is smooth and responsive to enable easy viewing of an image.

2. User's Guide

2.1 Requirements

Phokus™ is a Java applet meant to be displayed within the framework of a web browser, and as such requires the browser to have Java support enabled. It will work equally well with recent (4.0 or higher) Netscape or Microsoft Internet browsers.

2.2 Operational Stages

As the Phokus™ applet is loaded and initialized there is a timeline of events that controls what is being displayed at any given moment and how users can interact at that time.

Stage 1. The first thing the applet does is to display a text string (supplied by a Parameter) in the center of the drawing area. The initial logo begins downloading.

Stage 2. When the initial logo has completed downloading it is displayed in place of the text string. The progress bar is now displayed. The first ad begins downloading. The main image begins downloading. The advertising image delay/duration clock is started.

Stage 3. All advertising images are displayed (concurrently or sequentially) according to their delay/duration settings. Progress bar is updated.

it.

Stage 4. Main image is displayed in place of ads. Progress bar is gone. Embossed logo is displayed. Navigation icons are displayed. User interactivity is now enabled.

2.3 Display Elements

The applet and its user interface are made up of several discrete elements which are described below:

InitialLogo. This is the first image that appears. It should be very small and fast loading (<3K). It only lasts until the first ad has downloaded.

ProgressBar. This control bar stretches along the bottom horizontal border of the applet and displays the progress of the main image loading process. When it is complete, the bar will sink smoothly into the bottom of the screen and disappear.

Advertising. Advertising images will be centered on the applet display screen and can be any size. If the delay/duration schedule has more than one ad showing at any given time, then they will be spaced evenly on the screen.

MainImage. The main image begins loading at the same time as the first ad, but will not be displayed until the ad display cycle has completed. A significant amount of processing will occur just after the image is downloaded, but the user will never see the image until it is 100% ready for viewing.

EmbossedLogo. An embossed logo may be placed in the lower right corner of the screen. It should be a 16-level gray scale image, with white being highest.

NavigationIcons. On-screen navigation icons show the status of user interactions and can be clicked on as buttons themselves. They include: pan left, right, up, down, zoom in or out, and help.

HelpScreen. The main image can be temporarily replaced by a single help page with useful tips for getting around in Phokus.

2.4 Applet API

Control of the Phokus™ environment is through standard "parameter" tags, which can be embedded in the parent HTML document or retrieved through an active database connection. Here is a list:

ImageURL: The URL of the main image to be viewed. Image should be in jpg format, and 360 images need to be seamlessly wrappable.

HorzDegrees: Span of the image, in degrees. If it is a full wraparound image then the horizontal degrees would be 360.

VertDegrees: Height of the image, in degrees. If it covers an area from straight up to straight down then the degrees would be 180.

HorzView: The default viewing direction in degrees, measured from left side of image.

Exhibit 20 – Cleaning up the mess of Utley Folly's with Foley

Billing Company for applications to Brian and to his home as sole inventor, what were the dates we end up throwing away because we write them into other applications with Blakely. Have to pay Blakely to redo what Foley did, which should have been in company's patents from Joao, fails to make it in (applet and camera app) to Foley apps, end up in Brian's name billed late to Company.

FOLEY & LARDNER
ATTORNEYS AT LAW
FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEX 26-819
(FOLEY LARD MIL)
FACSIMILE (414) 297-4900
TELEPHONE (414) 271-2400

IVIEWIT.COM
Attn: Mr. Brian G. Utley, President
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, FL 33431

DATE: October 11, 2000
INVOICE NO.: 21071917
ACCOUNT NO.: 057103-0101

SUMMARY OF OUTSTANDING INVOICES

TOTAL DUE FROM ENCLOSED INVOICE \$ 6,158.52

BALANCE FROM PREVIOUS INVOICES RENDERED:	DATE	INV. NO.	INV. BALANCE
	08/22/00	21057519	140,149.37
	09/11/00	21062020	32,617.46

TOTAL AMOUNT DUE \$ 178,925.35
=====

Please Reference Your Account Number 057103-0101 And Invoice Number(s) With
Your Remittance Payable To FOLEY & LARDNER.

Foley & Lardner Federal Employer Number: 39-0473800



FOLEY & LARDNER
ATTORNEYS AT LAW
FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEX 26-819
(FOLEY LARD MIL)
FACSIMILE (414) 297-4900
TELEPHONE (414) 271-2400

IVIEWIT.COM
Attn: Mr. Brian G. Utley, President
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, FL 33431

DATE: October 11, 2000
INVOICE NO.: 21071917
ACCOUNT NO.: 057103

September 1, 2000
through
September 30, 2000

GENERAL FILE 057103-0101	\$	2,590.82
PCT INTERNATIONAL APPL. FOR "APPARATUS AND METHOD FOR PRODUCING ENHANCED DIGITAL IMAGES" (BERNSTEIN, ELIOT) (MLG #5865-10) 057103-0110	\$	627.85
PCT INTERNATIONAL PAT. APPL. FOR "SYSTEM AND METHOD FOR STREAMING AN ENHANCED DIGITAL VIDEO FILE" (BERNSTEIN ET AL.) 057103-0111	\$	108.75
PCT INTERNATIONAL PAT. APPL. FOR "SYSTEM AND METHOD FOR GENERATING AN ENHANCED DIGITAL VIDEO FILE" (BERNSTEIN ET AL.) 057103-0112	\$	180.00
PCT PATENT APPL. FOR "SYSTEM AND METHOD FOR PLAYING A DIGITAL VIDEO FILE" (BERNSTEIN ET AL.) 057103-0113	\$	108.75
U.S. PATENT APPLN. FOR "SYSTEM AND METHOD FOR STREAMING AN ENHANCED DIGITAL VIDEO FILE" (BERNSTEIN ET AL.) (BASED ON 057103-0111) 057103-0114	\$	138.75
U.S. PATENT APPLN. FOR "SYSTEM AND METHOD FOR PLAYING A DIGITAL VIDEO FILE" (BERNSTEIN ET AL.)	\$	136.00



I View It – Private and Confidential

IVIEWIT.COM

FILE NUMBER: 057103

October 11, 2000

PAGE 2

INVOICE NO. 21071917

(BASED ON 057103-0113)
057103-0115

U.S. PATENT APPLN. FOR "SYSTEM AND METHOD FOR
PROVIDING AN ENHANCED DIGITAL VIDEO FILE"
(BERNSTEIN ET AL.) (BASED ON 057103-0112)
057103-0116

	\$	(1,684.00)
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PCT INTERNATIONAL PATENT APPLN. FOR "SYSTEM AND
METHOD FOR VIDEO PLAYBACK OVER A NETWORK"
(BERNSTEIN ET AL.)
057103-0118

	\$	28.75
--	----	-------

PCT INTERNATIONAL PAT. APPL. FOR "SYSTEM AND
METHOD FOR PROVIDING AN ENHANCED DIGITAL IMAGE"
(BERNSTEIN)
057103-0120

	\$	538.95
--	----	--------

U.S. PROVISIONAL PATENT APPLICATION FOR "ZOOM
AND PAN IMAGING USING A DIGITAL CAMERA"
(UTLEY ET AL.)
057103-0122

	\$	2,001.90
--	----	----------

U.S. PROVISIONAL PATENT APPL. FOR "ZOOM AND PAN
IMAGING DESIGN TOOL"
(UTLEY, BRIAN G.)
057103-0123

	\$	1,380.00
--	----	----------

TOTAL DUE \$ 6,158.52
=====

Total Services Billed: \$ 7,362.00
Total Disbursements Billed: \$ (1,203.48)

Please Reference Your Account Number 057103-0101 And Your
Invoice Number 21071917 With Your Remittance Payable To FOLEY & LARDNER.

Foley & Lardner Federal Employer Number: 39-0473800



IVIEWIT.COM
 FILE NUMBER: 057103
 INVOICE NO. 21071917

October 11, 2000

PAGE 13

U.S. PROVISIONAL PATENT APPLICATION FOR "ZOOM
 AND PAN IMAGING USING A DIGITAL CAMERA"
 (UTLEY ET AL.)
057103-0122

SERVICES

09/14/00 DABO	Conference with Mr. Utley regarding new invention; perform preliminary background search and review results.	1.10
09/18/00 DABO	Conferences with and correspondence with Mr. Utley regarding invention; prepare, revise, and file Provisional Patent Application.	4.00
09/20/00 DABO	Conference with Mr. Utley regarding invention and prior art; review file and prepare notes regarding same.	0.70

		5.80

		\$ 2,001.00

ATTORNEY/PARALEGAL	INIT	HOURS	RATE	DOLLARS
-----	-----	-----	-----	-----
Douglas A. Boehm	DABO	5.80	345.00	2,001.00
		-----	-----	-----
TOTALS:		5.80	\$	2,001.00

EXPENSES INCURRED

Photocopying Charges	0.90

	\$ 0.90

MATTER TOTAL 2,001.90



IVIEWIT.COM

FILE NUMBER: 057103

INVOICE NO. 21071917

October 11, 2000

PAGE 14

U.S. PROVISIONAL PATENT APPL. FOR "ZOOM AND PAN
IMAGING DESIGN TOOL"
(UTLEY, BRIAN G.)
057103-0123

SERVICES

09/18/00 DABO Conferences with and correspondence with Mr. Utley
regarding invention; prepare, revise, and file
Provisional Patent Application. 4.00

4.00

\$ 1,380.00

ATTORNEY/PARALEGAL	INIT	HOURS	RATE	DOLLARS
Douglas A. Boehm	DABO	4.00	345.00	1,380.00
TOTALS:		4.00	\$	1,380.00

MATTER TOTAL 1,380.00



Exhibit 21 – Cleaning up Joao's mess with Foley

One year after knowing us Brian is criticizing the work on patents he has done with Ray, Ray after this still misses the boat on applet and zoom and pan in filing. Fails to say what happens after posting to website. How do we know work is incompetent? We end up filing 5865-1 still missing boat and then 5865-10 is filed wrong. And finally Blakely recommends further abandoning the application all together, although it holds priority date to imaging. They abandon without company or board approval and with Crossbow check directly to them. This is at Tom Coester advice. Now tell me that is not a liability and that we have not wasted a lot of money. Also, Ken Rubenstein was opining that these patents covered our inventions and here Brian is crying foul when he was the one working these with Ray? Ray is switching patents again.



516.747.0653

3/9/2000

Guidance
2

Ray Joas

Ray, there are major missing items in docket's 1 & 6:

1. Claims do not reference stitching
2. Process is amended as shown on the diagram
3. The relationship between the enhanced digital image and the zoom and pan function together with controls is not clear
4. The description and claims stop at the production and loading of the image.

5. Object model Brian



From: Eliot I. Bernstein [eliot.bernstein@verizon.net]
Sent: Friday, June 01, 2001 2:16 PM
To: 'simon@adelphia.net'
Subject: FW: iviewit legal
Importance: High
Sensitivity: Private
Contacts: Ross Miller

-----Original Message-----

From: Eliot I. Bernstein [mailto:eliot.bernstein@verizon.net]
Sent: Friday, June 01, 2001 2:01 PM
To: 'ross@iviewit.com'; 'rmiller567@earthlink.net'
Subject: iviewit legal
Importance: High
Sensitivity: Private

146.1
BI
4x 146



Ross,

Per our conversation with Foley, I would like a legal explanation of how the zoom & pan technology that was to be covered in the original 57103_110 application filed by Meltzer, Lippe and overseen by Proskauer Rose (referred by Chris Wheeler). We need to fully understand their strategies in moving forward with all of our upcoming filings. I am sure their may be adequate explanation we just need to have it put forth in writing.

Also, I will recommend that the Foley & Lardner file be turned over in it's entirety to our next law firm. either the WB firm or Aidan's suggestions.

Best regards,

Eliot

Eliot I. Bernstein
Founder & Vice Chairman
email: eliot@iviewit.com
palm: iviewit@palm.net
Cell: 310.600.4645
Workin for the five day weekend!

iviewit Technologies, Inc.
California
505 North Brand Boulevard
Suite 1420
Glendale, CA 91203-2308
Voice: 818.545.1444
Fax: 818.545.1440
Web: www.iviewit.com

5/20/2002



2255 Glades Road, Ste 337W
Boca Raton, FL 33431
Phone: 561.999.8899
Fax: 561.999.8810

iviewit.com, Inc.

April 16, 2000

Meltzer, Lippe, Goldstein & Schlissel, P.C.

Lewis S. Meltzer
190 Willis Avenue
Mineola, NY 11501

Dear Lewis:

With the departure of Ray Joao from your firm I have secured the services of Foley & Lardner to handle our Intellectual Property requirements.

Please forward all files relating to Eliot Bernstein and iviewit.com, Inc. to:

Foley & Lardner
Douglas Boehm
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

Reference Client Number: 999100-0100.

Please inform my office when the transfer is complete.

Thank you for your assistance in this matter and for the support we have received over the past 13 months.

Yours truly,

Brian G. Utley
President



Becker, Steven C.

From: Becker, Steven C.
Sent: Monday, July 24, 2000 4:44 PM
To: Eliot I. Bernstein (E-mail); Brian G. Utley (E-mail)
Cc: Boehm, Douglas A.
Subject: PCT Patent Application for "Zoom and Pan" Imaging

Re: PCT Patent Application for System and Method for Providing an Enhanced Digital Image File
Inventor: Bernstein
Our Ref. No.: 57103/120

Brian:

During our brief telephone conversation today, you provided a few comments in response to my letter to you dated July 21, 2000. These comments were based on your review of the prior provisional applications, and are summarized below.

1. The step of "enlarging" is not essential for all embodiments of the invention.
2. The aspects of zooming and panning, and the function of the applet must be described in greater detail.
3. The disclosure relating to acquiring a photograph of a film video should be removed. However, the disclosure relating to processing one frame of a video according to the process steps of the invention should be retained.
4. In the provisional patent application having our reference number 57103/108, the flowchart in FIG. 2A does not match the corresponding description in the specification. Correction is needed.

5. Again, in the application for 57103/108, the claims in their current form may not be of the proper scope and should be revised.

6. You commented that the prior-filed PCT applications relating to enhanced video files did not specifically mention potential applications in radiographic images, X-rays, MRIs, etc. Regardless of whether these specific applications are supported, additional subject matter cannot be introduced to the prior-filed PCT applications unless additional patent applications are filed. Please advise if you would like us to file patent applications directed to these specific applications.

We discussed the possibility that the provisional applications currently on file may not provide sufficient disclosure to support all of the claims we may eventually want to file in the PCT patent application we are currently preparing, and therefore, the sale of images using this process in September, 1999 may bar patentability in some foreign countries. You instructed us to proceed with the PCT filing to preserve whichever foreign filing rights are available.

Accordingly, comments 1-5 will be incorporated in the above-referenced PCT patent application. If you have any further questions or comments, please do not hesitate to contact me.

Steve Becker
Foley & Lardner
(414)297-5571

NOTE: The information transmitted in this correspondence is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you receive this correspondence in error, please contact the sender and delete the material from any computer.

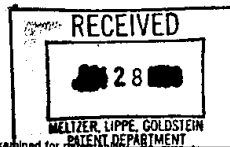


NOT SURE WHERE THIS GOES, CAN YOU TELL FROM THE DATE



P.O. 105P
(Rev. 8-95)PROVISIONAL APPLICATION
FILING RECEIPTUNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APPLICATION NUMBER	FILING DATE	FIL FEE REC'D	ATTORNEY DOCKET NO.	DRWGS
60/137,297	06/03/99	\$75.00	5865-3	0

RAYMOND A JOAO
MELTZER LIPPE GOLDSTEIN & SCHLISSEL PC
190 WILLIS AVENUE
MINEOLA NY 11501

Receipt is acknowledged of this Provisional Application. This Provisional Application will not be examined for ~~PATENT DEPARTMENT~~ ~~the~~ ~~PROVISIONAL APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION~~ when inquiring about this application. ~~Fee transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please write to Box Provisional Application within 10 days of receipt. Please provide a copy of the Provisional Application Filing Receipt with the changes noted thereon. This Provisional Application will automatically be abandoned twelve (12) months after its filing date and will not be subject to revival to restore it to pending status beyond a date which is after twelve (12) months from its filing date.~~

Applicant(s) ELIOT BERNSTEIN, BOCA RATON, FL.

IF REQUIRED, FOREIGN FILING LICENSE GRANTED 06/22/99 ** SMALL ENTITY **
TITLE
APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES

DATA ENTRY BY: SMALL, DONNA

TEAM: 05 DATE: 06/22/99

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

(see reverse)



MAY, 5, 2000 2:49PM FL 4142974927

NO.666 P.2/3

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

PISTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-8307
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
DABOEHM@FOLEYLAW.COM

VIA FACSIMILE

WRITER'S DIRECT LINE
(414) 297-5719

May 5, 2000

Mr. Brian G. Utley
President
IVIEWIT.COM LLC
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

*Guidance 10
BINDER
12.1*

Re: Intellectual Property Issues Relating to Iviewit Technology
Our Ref.: 57103/101

Dear Brian:

Thank you for the opportunity to meet with you and Eliot on Wednesday and Thursday, and to discuss Iviewit Intellectual Property issues. Steve and I feel that the meetings were very productive, and we hope that you feel the same. The following serves to briefly summarize our discussions and confirm our upcoming conference call meeting.

During our meetings, we discussed four primary inventions:

- ✓ (A) Enhanced Imaging ("Zoom & Pan");
- ✓ (B) Enhanced Video Streaming ("Full-Screen Full-Motion Video");
- ✓ (C) Image Overlay via the Net ("Remote Presentation Control"); and
- (D) Streaming Downloads ("Batch Streaming Video").

Based on our discussions, it appears that the earliest date that any of these technologies may have been publicly disclosed or offered for sale is September 1999. Accordingly, September 2000 would be a potential patent bar date for any new subject matter not fully described in the provisional applications already on file. Our goal, as we discussed, is to prepare and file an appropriate number of non-provisional applications for these technologies as soon as possible. Of course, we will require your assistance as we proceed.



I View It – Private and Confidential

MAY. 5. 2000 2:49PM FL 4142974927

NO.666 P.3/3

Dictate what happened — Cohen

Mr. Brian G. Utley
May 5, 2000
Page 2

Pursuant to your instructions, we will begin work on the following items immediately:

- Creating an Invention Submission Form for Iviewit;
- Preparing a non-provisional patent application for Invention A;
- Drafting exemplary claims for Invention B for further discussion with you and Eliot;
- *What happened* Preparing an affidavit for Eliot and/or Jim Cohen to sign regarding the experiments and testing of October 8, 1998; *goal - try experiment, no offer for sale, invent*
- Reviewing the confidentiality, consulting, and employee agreements you provided to me; and
- Reviewing the Meltzer, Lippe patent files (when they arrive) to prepare an initial outline for a "technology overview" document for Iviewit investors.

Before we can complete some of these items, we need the following materials from you:

- *in progress:* A compiled "time line" of important dates regarding inventive activity, disclosures to others, prior art dates, competitor activities, etc. using Eliot's calendars and/or Chris Wheeler's notes;
- A thorough description and examples regarding the theoretical basis of Invention A;
- Any additional ideas for helping us define the scope of the claims for Invention B;
- A detailed Invention Submission Form for Invention C;
- A decision regarding whether we should begin working on preparing a non-provisional application for Invention D; and
- Your continuing efforts to see that we receive the files from Meltzer, Lippe.

We look forward to our conference call scheduled for Tuesday, May 9, 2000 at 10:30 AM EDT to discuss the progress of these matters and any additional matters.

If anything set forth in this letter is inconsistent with your understanding, please contact us. Again, thank you for the opportunity to work with you.

Very truly yours,

Doug Boehm
Douglas A. Boehm

cc: William J. Dick
Steven C. Becker

TradeMark -

Real 3D agent.

*BIND 1
J. 2
Evidence
12*



FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5387
TELEPHONE (414) 271-1240
FACSIMILE (414) 297-4900

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
sbecker@foleylaw.com

VIA FACSIMILE AND FIRST CLASS MAIL

WRITER'S DIRECT LINE
(414) 297-5571

July 20, 2000

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2235 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: U.S. Provisional Patent Application No. 60/146,726
Title: Apparatus and Method for Producing Enhanced Digital
Images
Inventor(s): Bernstein
Filed: August 2, 1999
Our Ref.: 57103/106

Dear Brian:

The above-referenced provisional patent application will expire on August 2, 2000. Accordingly, if you wish to file a regular (i.e., nonprovisional) patent application claiming priority to this provisional application, the regular patent application must be on file by August 2, 2000.

This provisional patent application includes subject matter directed to the "Zoom and Pan" invention, identified in our May 5, 2000, letter to you as "Invention A".

Accordingly, a complete nonprovisional patent application should be prepared with claims directed to the "Zoom and Pan" invention, claiming priority to this provisional patent application. The complete nonprovisional patent application should include as much disclosure as you currently have regarding the "Zoom and Pan" invention. In addition to the above-referenced application (Our Docket No. 57103/106), the complete nonprovisional patent application should also claim priority to, and incorporate all relevant subject matter from, the following applications:

(1) U.S. Provisional Patent Application No. 60/149,737 (due to expire August 19, 2000) (Our Docket No. 57103/107); (2) U.S. Provisional Patent Application No. 60/155,404 (due to expire September 22, 2000) (Our Docket No. 57103/108); (3) U.S.

ESTABLISHED 1842

A MEMBER OF GLENNER WITH MEMBER OFFICES IN BEIJING, CHANGSHU, CHENNAI, DELHI, GUANGZHOU, HONGKONG, LONDON, SINGAPORE, STOCKHOLM AND SYDNEY



FOLEY & LARDNER

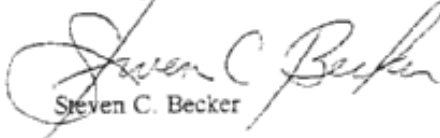
Mr. Brian G. Utley
July 20, 2000
Page 2

Provisional Patent Application No. 60/169,559 (due to expire December 8, 2000) (Our Docket No. 57103/109); (4) PCT International Patent Application No. PCT/US00/07772 (Our Docket No. 57103/110); and (5) U.S. Nonprovisional Patent Application No. 09/522,721 (Our Docket No. 57103/119).

Since our deadline is less than two weeks away, please provide your authorization to proceed with this work as soon as possible. Also, please provide any additional disclosure you may have regarding the "Zoom and Pan" invention (e.g., the Excel Spreadsheet Program).

Of course, if you have any questions or if you want to discuss this matter further, please do not hesitate to call me.

Sincerely,


Steven C. Becker

Enclosure(s)

cc: Douglas A. Boehm

001.822253.1



JUN. 6. 2000 3:36PM 33RD FLOOR

NO. 920 P. 2/8

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5597
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4800

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D. C.
WEST PALM BEACH

EMAIL ADDRESS
daboehm@foleylaw.com

Via Facsimile

June 6, 2000

WRITER'S DIRECT LINE
(414) 297-5718

Mr. Lewis S. Meltzer
Meltzer, Lippe, Goldstein & Schlissel, P.C.
190 Willis Avenue
Mineola, New York 11501

Re: Transfer of IP files for IVIEWIT.COM

Dear Mr. Meltzer:

As you may recall, I am the patent attorney at Foley & Lardner that is currently handling the Iviewit.com IP matters that were previously handled by Ray Joao of your firm.

I recently received the following correspondence from your firm: (1) the original Assignment recorded in the United States Patent and Trademark Office (USPTO) for your Docket No. 5865-8 (U.S. Provisional Patent Application No. 60/169,559); and (2) the USPTO Filing Receipt (copy attached) for your Docket No. 5865-1 for Application No. 09/522,721. Although I sincerely appreciate your firm's diligence in continuing to forward Iviewit materials to me, this latest correspondence raises some very serious issues with respect to the Iviewit.com IP matters that were supposed to have been transferred to Foley & Lardner.

I was not previously told about this U.S. Non-Provisional Application being filed (item 2 above). It does not appear in any of the correspondence previously sent to Foley & Lardner. This raises the question of exactly what was filed in the U.S. Patent and Trademark Office, since I do not have a copy of any filing papers for this application. Was a U.S. Declaration filed? What specification and claims were filed? Was an Assignment filed for this application? I must have this information in order to take over prosecution of this application.

More importantly, however, this raises the question of whether any other provisional or non-provisional applications have been filed in the United States or any other country. Both the client, Brian Utley, President of Iviewit.com, and myself have previously asked your firm to transfer all of the Iviewit.com Intellectual Property files to me. (See attached letter to you dated April 28, 2000.) When the files that were sent to me were incomplete, I sent an e-mail (copy attached) to Dawn Laffin of your firm, asking her to look for other Iviewit matters. I subsequently requested that Nicole, Ray's former secretary,

001.793918.2

ESTABLISHED 1942

A MEMBER OF GLOBALIS WITH MEMBER OFFICES IN BERLIN, BRUSSELS, DRESDEN, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND STUTTGART



JUN. 6. 2000 3:37PM 3RD FLOOR

NO. 928 P. 3/8

FOLEY & LARDNER

Mr. Lewis S. Meltzer
June 6, 2000
Page 2

double-check that there were no other miscellaneous files that were not on the list of applications (also attached). Now I find out that, after three or four separate requests, all of the Iviewit patent matters were not transferred to us.

I formally request that you have your firm's Docket Administration Department review all of Ray Joao's files to ensure that all of the Iviewit.com materials have been transferred to me. Please forward all letters, memorandums, faxes, e-mails, notes, CD's, disks, and other correspondence between Iviewit.com and your firm, and between any third parties and your firm on behalf of Iviewit.com. It is particularly important that I know which patent applications were filed and what correspondence was submitted to the U.S. Patent & Trademark Office before the expiration of a critical date. Otherwise, the client could possibly lose patent rights. Please confirm that the attached "Iviewit.com Patent Portfolio" table, which lists the patent applications filed for Iviewit.com by your firm, is accurate and complete.

I also request that you contact Ray Joao to confirm which applications were filed in what countries and whether or not Ray has any additional Iviewit correspondence or materials that were not transferred to Foley & Lardner.

Furthermore, the client requests that I obtain a written confirmation from both you and Ray that all files, materials, and correspondence have been transferred to Foley & Lardner.

Please confirm receipt of this facsimile and let me know that these matters will be handled promptly and appropriately.

Very truly yours,

Doug Boehm
Douglas A. Boehm

Enclosure(s)

cc: Mr. Brian Utley, Iviewit.com

001.733919.2



JUN. 6. 2000 3:37PM 33RD FLOOR

NO. 920 P. 4/8

file:///c:/APPS/preexam/correspondence/1.htm

FILING RECEIPT

OC000000006107016

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark OfficeAddress: ASSISTANT SECRETARY AND
COMMISSIONER OF PATENT AND TRADEMARKS
Washington, D.C. 20231

APPLICATION NUMBER	FILING DATE	GRP ART UNIT	FIL. FEE REC'D	ATTY. DOCKET NO.	DRAWINGS	TOT CLAIMS	IND CLAIMS
09/522,721	03/10/2000	2722	354	5865-1	4	21	3

Raymond A Joap Esq
Meltzer Lippe Goldstein & Schlissel PC
The Chancery
190 Willis Avenue
Mineola, NY 11501

Date Mailed: 05/10/2000

Receipt is acknowledged of this nonprovisional Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please write to the Office of Initial Patent Examination's Customer Service Center. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the PTO processes the reply to the Notice, the PTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

Applicant(s)

Eliot I Bernstein, Boca Raton, FL;

Continuing Data as Claimed by Applicant

THIS APPLN CLAIMS BENEFIT OF 60/125,824 03/24/1999

Foreign Applications

If Required, Foreign Filing License Granted 05/09/2000

** SMALL ENTITY **

Title

Apparatus and method for producing enhanced digital images

Preliminary Class

358

Data entry by : KING, DORIS

Team : OIPE

Date: 05/10/2000

JUN 6 2000 3:37PM 33RD FLOOR

NO. 920 P. 5/8

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5307
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4800

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
DABOCHM@FOLEYLAW.COM

VIA FACSIMILE

April 28, 2000

WRITER'S DIRECT LINE
(414) 297-5718

Mr. Lewis S. Meltzer
Meltzer, Lippe, Goldstein & Schlissel, P.C.
190 Willis Avenue
Mincola, New York 11501

Re: Transfer of IP files for IVIEWIT.COM

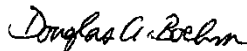
Dear Mr. Meltzer:

As you are aware, Mr. Brian Utley, President of IVIEWIT.COM, LLC, has requested in a previous letter that all Intellectual Property files for IVIEWIT.COM be transferred from Meltzer, Lippe to Foley & Lardner. Please have the files forwarded to me at the above address as soon as possible. Upon receipt of the IVIEWIT.COM files, Foley & Lardner will be responsible for taking action in these matters.

These Intellectual Property files include the eight provisional patent application matters listed on the attached sheet, as well as any other Intellectual Property matters that may be missing from this list. Furthermore, I would sincerely appreciate it if you could include copies on disk of the electronic word processing files for these matters, so the eight patent applications won't have to be retyped. Any electronic word processor format will suffice.

Of course, if any questions or problems arise, please do not hesitate to contact me. I thank you in advance for your cooperation.

Very truly yours,



Douglas A. Boehm

Attachment

cc: Ms. Nicole Pinou, Meltzer, Lippe
Mr. Brian Utley, IVIEWIT.COM

JUN. 6. 2000 3:38PM 33RD FLOOR

NO. 920 P. 6/8

EXHIBIT A

Patent Applications

Docket No.	Serial No.	Title	Date Filed	Date Assigned
5865-1	60/123,824	Apparatus and method for producing enhanced digital images	March 24, 1999	August 5, 1999
✓ 5865-3	60/137,297	Apparatus and method for producing enhanced video images	June 3, 1999	August 5, 1999
✓ 5865-4	60/137,291	Apparatus and method for playing video files across the Internet	June 7, 1999	August 5, 1999
✓ 5865-4.1	60/141,440	Apparatus and method for providing and/or for transmitting video data and/or information in a communication network	June 29, 1999	Not Filed
✓ 5865-5	60/149,737	Apparatus and method for producing enhanced digital images and/or digital video files	August 19, 1999	Not Filed
✓ 5865-6	60,146,726	Apparatus and method for producing enhanced digital images	August 2, 1999	Not Filed
✓ 5865-7	60/153,404	Apparatus and method for producing enhanced video images and/or video files	September 22, 1999	Not Filed
✓ 5865-8	60/169,559	Apparatus and method for producing enhanced video images and/or video files	December 8, 1999	Not Filed

4710/40017-001 BRLIB1/250834 v2

7

12/28/99 10:55 AM (11108)



JUN. 6. 2000 3:38PM 33RD FLOOR

NO. 929 P. 7/8

Boehm, Douglas A.

From: Boehm, Douglas A.
Sent: Tuesday, May 08, 2000 3:28 PM
To: 'dlafling@mlg.com'
Subject: iviewit.com Files

Dawn --

As I mentioned on the telephone this afternoon, I received your Federal Express package this morning containing the Meltzer, Lippe files for iviewit.com. The package contained 7 folders corresponding to your docket numbers 5865-1,3,4,4.1,5,6, and 7. However, the file folder for your docket no. 5865-8 is missing. Furthermore, not all of the paperwork for the PCT application (your docket no. 5865-10) was included in the first file 5865-1 (which is the PCT's parent case). Is there a 5865-10 file also?

During our phone conversation, you agreed to review your docket and files for 5865-8, 5865-10, and any other 5865 matters for iviewit.com tomorrow, and forward these files to me right away.

Thanks for your assistance.

--Doug

Douglas A. Boehm
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Tel: (414)297-5718
Fax: (414)297-4900
Email: dab Boehm@foleylaw.com

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JUN. 6. 2000 3:38PM 33RD FLOOR

NO. 920 P. 8/8

VIEWIT.COM PATENT PORTFOLIO

CONFIDENTIAL

Ref. No.	F&L Dkt. No.	MLG Dkt. No.	Country (Type)	Appl. No.	Filing Date	Application Title	Inventor(s)	Assignee	No. Appl. Pgs/SHts	Comments
1	57103/102	5865-1	U.S. (Provisional)	60/125,824	3/24/1999	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	15/4	
2	57103/103	5865-3	U.S. (Provisional)	60/137,297	6/03/1999	Apparatus and Method for Producing Enhanced Video Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	1/0	
3	57103/104	5865-4	U.S. (Provisional)	60/137,821	6/07/1999	Apparatus and Method for Playing Video Files Across the Internet	Eliot I. Bernstein	Iviewit Holdings, Inc.	1/0	
4	57103/105	5865-4.1	U.S. (Provisional)	60/141,440	6/29/1999	Apparatus and Method for Providing and/or Transmitting Video Data and/or Information in a Communication Network	Eliot I. Bernstein	Iviewit Holdings, Inc.	25/2	
5	57103/106	5865-5	U.S. (Provisional)	60/146,726	8/02/1999	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	18/4	
6	57103/107	5865-5	U.S. (Provisional)	60/149,737	8/19/1999	Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	21/4	
7	57103/108	5865-7	U.S. (Provisional)	60/155,404	9/22/1999	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	29/4	
8	57103/109	5865-8	U.S. (Provisional)	60/169,559	12/08/1999	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	47/5	
9	57103/110	5865-10	PCT (International)	PCT/US00/07772	3/23/2000	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein		14/4	Claims Priority to 60/125,824 3/24/99 (102)

001.772007.3

Foley & Lardner

6/06/2000



This next bill from Meltzer is notable in that these are for legal services previously rendered but not billed. Ray is trying to lose his billing records as he later destroys his notes. Not sure other than Foley about these firms that forget billings or just don't bill because they are doing us a favor. We had to call Lewin who was calling Joao because all the billings suddenly were missing and Jerry claimed not to have them, this is what he got.



03/31/00 FRI 16:21 FAX

002

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0883

INTERNET: WWW.MLG.COM

RICHARD A. LIPPE
BREIDENBACH GOLDSTEIN
LEWIS S. MELTZER
CHARLES A. BLUCH
ALAN L. HUTCHIN
BRIAN S. GONNELLY
JOSEPH R. RITZ
DAVID I. SCHAEFFER
RICHARD GABRIELE
STEPHEN W. SCHLISSEL

STEPHEN M. BREITSTONE
THOMAS J. MCGOWAN
ARNOLD S. ALLEN
KEITH M. HERRING
ELIANA KARABOTOS
LORETTA M. DASTWIRTH
DONALD H. ROOPALEIN
JONATHAN M. HOFFMAN
ALAN C. LIDNER
BRUCE J. ZABARAUSKAS

WRITER'S DIRECT CRT

COUNSEL

BERNARD TANENBAUM
GABRIEL B. KOHN
RICHARD REICHEL
ROBERT W. GOLDMAN P.C.
GERALD P. HALPERN
BARRY J. FISHER

HADELIN SPATT SHELMAN
RAYMOND A. JOAO
MITCHELL M. LEVITIN
GARY M. MELTZER
ALLAN E. BINDER
FRANK J. MARTINEZ

MICHAEL J. SCHAEFFER
JONATHAN D. FARBEL
NOEL C. SCHILLA
JEFFREY A. FLEISCHMAN
MARCY FINER

MICHAEL N. NASH
DREG FUCHS
LAUREN H. GRAY
DEBRA A. CLEMENT

ALSO ADMITTED IN:

* NJ
* PA
* NJ & CT

* CT
* FL
* REGISTERED PATENT ATTY

March 31, 2000

Evidence
14
4

VIA TELEFAX 561-999-8810

Ms. Erica Lewin
iviewit.com LLC
2255 Glades Road
Suite 337 West
Boca Raton, FL 33431-7360

Re: PCT Patent Application
Applicant : Eliot I. Bernstein
Title : APPARATUS AND METHOD FOR PRODUCING
ENHANCED DIGITAL IMAGES
Filing Date : March 23, 2000
Our Ref. No. : 5865-10

Dear Ms. Lewin:

Please find attached herewith a statement for the above-identified matter.

If you should have any questions or comments, please do not hesitate to contact me.

Sincerely,

Raymond A. Joao
Raymond A. Joao

RAJ:nep
Enclosures

207613.1

I View It – Private and Confidential

03/31/00 FRI 18:22 FAX

003

IVIEWIT.Com LLC
One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, FL 33431-7360

March 31, 2000

05865

For legal services rendered
through the month of March
2000 and not previously billed:

Provisional Patent Application
Disbursements

\$4,712.50
\$2,129.75 \$6,842.25

LESS PREVIOUS CREDIT BALANCE

(\$10,000.00)

REMAINING CREDIT BALANCE

(\$3,157.75)

SEE ATTACHED DETAIL
RAJ

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03/31/00 FRI 18:22 FAX

0004

MELTZER LIPPE, GOLDSTEIN & SCHLISSE P.C.
190 Willis Avenue
Mineola, NY 11501

March 31, 2000

Bill Number 00001
Client Number 05865-0100

IVIEWIT.Com LLC
One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, FL 33431-7360

Through March 31, 2000

Matter: PCT Patent Application
Client Number 05865-0100

Date	Description	Time	Value
Raymond A. Joao			
03/16/00	Preparing PCT application, review of application.	1.50 Hrs	\$487.50
03/20/00	5865-10 MOVE TIME WHEN OPEN Prepared PCT application.	1.50 Hrs	\$487.50
03/21/00	5865-10 MOVE TIME WHEN OPEN Prepared PCT drawings and documents.	2.00 Hrs	\$650.00
03/22/00	5865-10 MOVE TIME OVER WHEN OPEN Prepared PCT application and documents.	7.00 Hrs	\$2,275.00
03/23/00	5865-10 MOVE TIME WHEN OPEN Reviewed PCT application and supporting documents.	2.50 Hrs	\$812.50
ATTORNEY TOTAL		14.50 Hrs	\$4,712.50
			\$4,712.50
LEGAL SERVICES SUMMARY			
Raymond A. Joao	14.50 Hrs	\$4,712.50	
	-----	-----	
	14.50 Hrs	\$4,712.50	
DISBURSEMENTS			
EXPRESS MAIL			
02/26/00	ACCT 115533	11.75	\$11.75

Page 1

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03/31/00 FRI 16:22 FAX

005

IVIEWIT.Com LLC

Matter: Provisional Patent Application
Client Number 05865-0100

PTO FEES

03/22/00	Commissioner of Patents & Trademarks	2,118.00	
			\$2,118.00

TOTAL DISBURSEMENTS	\$2,129.75
---------------------	------------

Page 2

03/31/00 FRI 16:22 FAX

0006

IVIEWIT.Com LLC

TOTAL FEES	4,712.50	TOTAL DISBURSEMENTS	2,129.75
LESS RETAINER	4,712.50	LESS RETAINER	2,129.75
BALANCE DUE		BALANCE DUE	
TOTAL FEES AND DISBURSEMENTS		6,842.25	
** MATTER SUMMARY **			
MATTER		HOURS	VALUE
00100	PCT Patent Application	14.50	4,712.50
			2,129.75
		14.50	4,712.50
			2,129.75
** ATTORNEY/LEGAL ASSISTANT SUMMARY **			
ATTORNEY/LEGAL ASSISTANT	HOURS	VALUE	
Raymond A. Joao	14.50	4,712.50	
	14.50	4,712.50	

06/05/00

iviewit.com, Inc.
Vendor Balance Detail
All Transactions

Type	Date	Num	Account	Amount	Balance
Meizer, Lippe, Goldstein & Schlissel, P.C					
Bill	1/26/2000		2000 : Accounts Pay...	13,244.65	13,244.65
Bill	2/10/2000		2000 : Accounts Pay...	2,268.65	15,513.30
Bill Pmt -Check	3/1/2000	1432	2000 : Accounts Pay...	-13,244.65	2,268.65
Bill Pmt -Check	3/1/2000	1446	2000 : Accounts Pay...	-2,268.65	0.00
Total Meizer, Lippe, Goldstein & Schlissel, P.C				0.00	0.00
TOTAL				0.00	0.00

Exhibit 22 – Another case of adding oneself to inventions one did not invent

From this you can see the clear intent of inventorship should have been Eliot & Jeff, I argued many times that Zakirul and Jude should be on since it encompasses using our other process of scaled video combined with remote control user interface great for medical and monitoring of patients in similar Joao patents. But most surprising is how Brian ends up in the filing as an inventor.



77-27-296 14-2001

39th FLOOR

NO. 296 P. 1/5

FOLEY & LARDNER
ATTORNEYS AT LAW
FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-9367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

FACSIMILE TRANSMISSION

Total # of Pages 5 (including this page)

TO:	PHONE:	FAX #:
Brian Utley Raymond Hersh - <i>Why is Ray here</i> Ross Miller Iviewit.com, Inc.	561-999-8899	561-999-8810

From: Barry L. Grossman
Sender's Direct Dial: 414 297 5724
Date: April 27, 2001
Client/Matter No: 057103/0118
User ID No: 2030

MESSAGE:

If there are any problems with this transmission or if you have not received all of the pages, please call (414) 297-5444.

Operator:	Time Sent:	Return Original To:
		Barry L. Grossman
<small>CONFIDENTIALITY NOTICE: THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR ANY AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.</small>		

201.50033.1

Cover Page 1 of 1



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FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5357
TELEPHONE (414) 297-2400
FACSIMILE (414) 297-4900

5

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Total # of Pages 31 (including this page)

TO:	PHONE:	FAX #:
Brian Utley (Guest - Room 1205)	(407) 828-2828	(407) 827-3977

From:	Steve Becker
Sender's Direct Dial:	(414) 297-5571
Date:	June 7, 2000
Client/Matter No:	057103/0101 (0118)
User ID No:	1963

MESSAGE:

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		SCB

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001.795431.1

Cover Page 1 of 1



JUN 7 2000 1:32PM 33RD FLOOR

NO. 934 P. 2/31

⑥

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-8400
FACSIMILE (414) 297-4600

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
sbacker@foleylaw.com

Via Facsimile

June 6, 2000

WRITER'S DIRECT LINE
(414) 297-5571

CONFIDENTIAL AND PRIVILEGED

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Video Playback Over a Network
Inventor(s): Bernstein et al.
Our Ref.: 57103/117

Dear Brian:

Enclosed please find the first draft of the above-referenced patent application (last page marked 001.793381.1), which has been prepared in accordance with the previously filed U.S. provisional patent applications (MLG Docket Nos. 5865-4 and 5865-4.1). As you know, a careful and critical review of this draft application by you and the inventors is imperative to ensure that the you are all satisfied with the content of the application and the proposed claim scope.

I note that Jeff Friedstein is named as a co-inventor on this application pursuant to Eliot Bernstein's instructions. Accordingly, Jeff must review a draft of the application before filing.

I also note that the deadline for filing this application in order to claim priority to all related provisional applications is Wednesday, June 7, 2000. Therefore, we must receive your comments as soon as possible.

Please have the inventor(s) thoroughly read the application draft, including the specification, claims, and drawings, to ensure that it provides a complete and accurate description of the invention. The attached "Inventor Information Sheet" provides a brief explanation of the parts of a utility patent application, the duty of disclosure, and inventorship. I would also like you to personally read and comment on this draft.

ESTABLISHED 84

A MEMBER OF GLOBE-WIDE WITH MEMBER OFFICES IN BERLIN, BRUSSELS, GENEVA, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND STUTTGART



FOLEY & LARDNER

Mr. Brian G. Utley
June 6, 2000
Page 2

This PCT application incorporates all of the subject matter of U.S. Provisional Patent Application No. 60/137,921, filed June 7, 1999 (MLG Docket No. 5865-4) and U.S. Provisional Patent Application No. 60/141,440, filed June 29, 1999 (MLG Docket No. 5865-4.1).

You and the inventors should feel free to supplement, correct, or modify any part of the application. In particular, please review the subject matter disclosed in the two above-referenced provisional patent applications. After your review, if you or the inventors feel that any subject matter from these three provisional patent applications should be reflected in the draft PCT application, but is not, please notify me immediately.

The drawings attached to the application are informal sketches that will suffice for purposes of filing. Formal drawings will be prepared at a later date, as they are required for publication of the PCT application.

During the review, please keep in mind that independent claims 1, 12, 19, 24, 31, and 38 are the broadest statements of the invention, and the remaining dependent claims add limitations to further define different embodiments of the invention. Please note that it is the inventors' legal obligations to "read and understand" the contents of the application – including the claims. Each inventor will have to sign a declaration attesting that they did so.

Please have the inventors mark the appropriate changes on this copy of the application, make a copy of the changes, and return the hand-corrected copy to me via facsimile. A revised application incorporating the changes will then be submitted to you for your approval. We will handle execution of the formal papers at a later date.

Pursuant to your instructions, to preserve foreign filing options, I plan to designate all of the countries for filing under the PCT (see attached list of PCT Contracting States). Note, however, that not all foreign countries are members of the PCT (e.g., Taiwan), so to maintain the benefit of priority to the U.S. applications, we would have to file foreign national applications immediately in those non-PCT countries. This would require up-front translation costs and sufficient time for our foreign associates to prepare and file the applications before June 7, 2000. It is my understanding that you DO NOT want us to file in any countries other than those that are members of the PCT. Please let me know IMMEDIATELY if this understanding is not correct.

001.795106.



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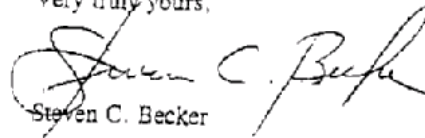
NO. 934 F. 4/31

FOLEY & LARDNER

Mr. Brian G. Utley
June 6, 2000
Page 3

If you or the inventors have any questions, please do not hesitate to contact me.
I look forward to receiving at least your preliminary comments on the application by tomorrow.

Very truly yours,


Steven C. Becker

Enclosure(s)
cc: Douglas A. Boehm

001.725105.1



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NO. 934 P. 9/31

57103/118

PCT INTERNATIONAL PATENT APPLICATION
for
SYSTEM AND METHOD FOR VIDEO PLAYBACK
OVER A NETWORK

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Jeffrey S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



PCT REQUEST

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57103/118

Original (for SUBMISSION) - printed on 07.06.2000 07:16:34 PM

0	For receiving Office use only	
0-1	International Application No.	
0-2	International Filing Date	
0-3	Name of receiving Office and "PCT International Application"	
0-4	Form - PCT/RO/101 PCT Request Prepared using	PCT-EASY Version 2.90 (updated 10.05.2000)
0-5	Petition The undersigned requests that the present international application be processed according to the Patent Cooperation Treaty	
0-6	Receiving Office (specified by the applicant)	United States Patent and Trademark Office (USPTO) (RO/US)
0-7	Applicant's or agent's file reference	57103/118
I	Title of invention	SYSTEM AND METHOD FOR VIDEO PLAYBACK OVER A NETWORK
II	Applicant This person is:	applicant only
II-1	Applicant for	all designated States except US
II-2	Name	IVIEWIT HOLDINGS, INC.
II-3	Address:	One Boca Place 2255 Glades Road Suite 337 West Boca Raton, FL 33431 United States of America
II-4	State of nationality	US
II-5	State of residence	US
II-6	Telephone No.	561 999 8899
II-7	Facsimile No.	561 999 8810
III	Applicant and/or inventor This person is:	applicant and inventor
III-1	Applicant for	US only
III-2	Name (LAST, First)	BERNSTEIN, Eliot, I.
III-3	Address:	500 S.E. Mizner Boulevard Boca Raton, FL 33432-6080 United States of America
III-4	State of nationality	US
III-5	State of residence	US



2/4

PCT REQUEST

Original (for SUBMISSION) - printed on 07.06.2000 07:16:34 PM

57103/118

III-2	Applicant and/or inventor	
III-2-1	This person is:	applicant and inventor
III-2-2	Applicant for	US only
III-2-4	Name (LAST, First)	FRIEDSTEIN, Jeffrey, S.
III-2-5	Address:	2142 Churchill Lane Highland Park, IL 60035 United States of America
III-2-6	State of nationality	US
III-2-7	State of residence	US
III-3	Applicant and/or inventor	
III-3-1	This person is:	applicant and inventor
III-3-2	Applicant for	US only
III-3-4	Name (LAST, First)	UTLEY, Brian, G.
III-3-5	Address:	1930 SW 8th Street Boca Raton, FL 33486 United States of America
III-3-6	State of nationality	US
III-3-7	State of residence	US
IV-1	Agent or common representative; or address for correspondence	
	The person identified below is hereby/has been appointed to act on behalf of the applicant(s) before the competent International Authorities as:	agent
IV-1-1	Name	FOLEY & LARDNER
IV-1-2	Address:	777 East Wisconsin Avenue 33rd Floor Milwaukee, WI 53202-5367 United States of America
IV-1-3	Telephone No.	414 271-2400
IV-1-4	Facsimile No.	414 297-4900
IV-1-5	e-mail	sbecker@foleylaw.com
V	Designation of States	
V-1	Regional Patent (other kinds of protection or treatment, if any, are specified between parentheses after the designation(s) concerned)	AP: GH GM KE LS MW MZ SD SL SZ TZ UG ZW and any other State which is a Contracting State of the Harare Protocol and of the PCT EA: AM AZ BY KG KZ MD RU TJ TM and any other State which is a Contracting State of the Eurasian Patent Convention and of the PCT EP: AT BE CH&LI CY DE DK ES FI FR GB GR IE IT LU MC NL PT SE and any other State which is a Contracting State of the European Patent Convention and of the PCT OA: BF BJ CF CG CI CM GA GN GW ML MR NE SN TD TG and any other State which is a member State of OAPI and a Contracting State of the PCT



Exhibit 23 – Utley Employment Agreement and Non-Compete Excerpts

For a good laugh

4V 47
BIN 1

EXECUTIVE EMPLOYMENT AGREEMENT

EXECUTIVE EMPLOYMENT AGREEMENT ("Agreement") made as of the 3rd day of August, 1999, by and between iviewit.com LLC, a Delaware limited liability company with an address at 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (the "Company"), and BRIAN G. UTLEY with an address at 1930 Southwest 8th Street, Boca Raton, Florida 33486 (the "Executive").

Excerpts – Full doc available

2. **Exclusive Efforts.** The Executive shall devote his full time, best efforts, skills and attention to the business and affairs of the Company and the Affiliates, shall serve the Company and the Affiliates faithfully and competently and shall at all times act in the Company's and the Affiliates' best interests. The services to be rendered by Executive during the Employment Period shall be the normal duties of a person employed as a President and Chief Operating Officer by a corporation in the Company's business, subject at all times to the direction and control of the Company's Board of Directors (the "Board").

UTLEY IS NOT, WAS NEVER CEO THIS EMPLOYMENT CONTRACT APPEARS A FAKE, THE SIGNATURE PAGE OF THIS DOCUMENT APPEARS FAKE AS THERE IS NO DATE AND THIS DOCUMENT WAS PROCURED FOR A PRICE FROM MR. WHEELER!

5. **Termination.**

(a) This Agreement may be immediately terminated by the Company at any time during the Employment Period for cause. In such an event of termination, the Company shall be obligated only to continue to pay to Executive his compensation, if any, earned up to the effective date of termination. "Cause" for purposes hereof shall mean (i) a breach of any of the provisions of this Agreement by Executive, (ii) conviction for any criminal offense involving a felony or (iii) willful misconduct, gross negligence or malfeasance.



6. Restrictive Covenants.

(a) Executive acknowledges that his services and responsibilities are unique in character and are of particular significance to the Company and to the Affiliates, that the Company and its Affiliates are competitive businesses and Executive's continued and exclusive service to the Company and the Affiliates under this Agreement is of a high degree of importance to the Company and the Affiliates. Therefore, during the Employment Period and for a period of two (2) years thereafter (the "Noncompete Period"), Executive shall not, directly or indirectly, as owner, partner, joint venturer, employee, broker, agent, corporate officer, principal, licensor, shareholder (unless as owner of no more than one percent (1%) of the issued and outstanding capital stock of such entity if such stock is traded on a major securities exchange) or in any other capacity whatsoever, engage in or have any connection with any business which is "competitive" with the Company or any of its Affiliates, and which operates anywhere in the "Restricted Territory" (as hereinafter defined). For purposes of this Agreement, a business will be deemed to be "competitive" with the Company and its Affiliates if it is engaged in the same business that the Company or any of its Affiliates are engaged in, or contemplates engaging in, including, but not limited to, any business engaged in whole or in part in developing, marketing, and implementing technology that allows products and services to be advertised and marketed via the internet. In recognition of the world wide access afforded by the internet, the parties agree that for purposes of this Agreement, "Restricted Territory" shall mean worldwide.

(b) During the Noncompete Period, the Executive shall not:

(i) directly or indirectly, by initiating contact or otherwise, induce, influence, combine or conspire with, or attempt to induce, influence, combine or conspire with, any of the officers, employees or agents of the Company to terminate his, her or its employment or relationship with or to compete against the Company or any of the Affiliates;

(ii) directly or indirectly, by initiating contact or otherwise, divert or attempt to divert any or all of any customers' or suppliers' business with the Company or any of the Affiliates.

(c) If, in any judicial proceedings, a court shall refuse to enforce any of the covenants included in this Section 6, then such unenforceable covenant shall be amended to relate to such lesser scope, period or geographical area as shall be enforceable. In the event the



Company or any of its Affiliates should bring any legal action or other proceeding against Executive for enforcement of this Agreement, the calculation of the Noncompete Period shall not include the period of time commencing with the filing of legal action or other proceeding to enforce this Agreement through the date of final judgment or final resolution, including all appeals, if any, of such legal action or other proceeding unless the Company and the Affiliates are receiving the practical benefits of this Section 6 during such time. The existence of any claim or cause of action by Executive against the Company or any of the Affiliates predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Company or any of the Affiliates of these covenants.

(d) Executive hereby acknowledges that the restrictions on his activity as contained in this Agreement are required for the Company's reasonable protection and are a material inducement to the Company to enter into this Agreement. Executive hereby agrees that in the event of the violation by him of any of the provisions of this Agreement, the Company and its Affiliates and its or their permitted assigns (which are intended third-party beneficiaries of these covenants) will be entitled to institute and prosecute proceedings at law or in equity to obtain damages with respect to such violation, to enforce the specific performance of this Agreement by Executive, to enjoin Executive from engaging in any activity in violation hereof, or any combination of the foregoing remedies together with any other remedies available at law or in equity.

7. Treatment and Ownership of Confidential Information.

(a) The parties hereto acknowledge that Executive shall or may be making use of, acquiring and adding to Confidential Information (as that term is defined in subparagraph (b) below). Executive covenants and agrees that during the Employment Period and at all times thereafter he shall not, except with the prior written consent of the Company, or except if he is acting during the Employment Period solely for the benefit of the Company or any of the Affiliates in connection with the Company's or any of the Affiliates' business and in accordance with the Company's business practices and policies, at any time, disclose, divulge, report, transfer or use, for any purposes whatsoever, any of such Confidential Information, including Confidential Information obtained, used, acquired or added by, or disclosed to, Executive prior to the date of this Agreement.

(b) For purposes of this Agreement, the term "Confidential Information" shall mean all of the following materials and information which Executive receives, conceives or develops or has received, conceived or developed, in whole or in part, in connection with Executive's employment with the Company:

The Company's and the Affiliates' materials and information (regardless of the form of such information, including without limitation, in writing, electronic, computerized or other recorded form, oral or visual) concerning, or related in any way to, the Company and the Affiliates' or its or their businesses, including without limitation: (i) the contents of any Business Plan, projections or financial or credit information or data relating to the Company or any of its Affiliates; (ii) the contents of any manuals or written materials of the Company or any of its Affiliates; (iii) the



names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between the Company or the Affiliates and third parties; (v) any data or database, or other information compiled or developed by the Company or its Affiliates; (vi) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vii) any information of a type described above derived or obtained from the internet or any website of the Company or its Affiliates, including without limitation, the file structure relating to such website or the content of such website.

(c) Executive covenants and agrees that all right, title and interest in any Confidential Information shall be and shall remain the exclusive property of the Company and the Affiliates, as applicable. Executive agrees to promptly disclose to the Company all Confidential Information developed in whole or in part by Executive within the scope of this Agreement and to assign to the Company or any of the Affiliates, as the Company determines in its sole discretion, any right, title or interest Executive may have in such Confidential Information. Executive agrees to turn over to the Company all physical manifestations of the Confidential Information in his possession or under his control at the request of the Company.

8. Inventions.

(a) Executive agrees to promptly inform and to disclose to the Company, in writing, all inventions, developments, procedures, ideas, innovations, systems, programs, techniques, processes, information, discoveries, improvements and modifications which Executive creates (collectively the "Inventions"), either alone or with others, while in the Company's employ, or while performing services for the Affiliates, whether or not during working hours, and at all times thereafter if the Inventions:

- (i) relate to the present or anticipated business of the Company or any of the Affiliates;
- (ii) relate to any actual or demonstrably anticipated research or development work of the Company or any of the Affiliates;
- (iii) result from any work performed by the Executive for the Company or any of the Affiliates or customers of either; or
- (iv) were invented utilizing the Company's or any of the Affiliates equipment, supplies, facilities, time or any information (whether or not considered Confidential Information) obtained from or useful to the Company or any of the Affiliates.



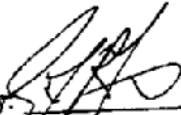
suffered by the Company as a result of any breach by Executive of this representation and warranty.

What follows here is a very suspicious signature page with Brian in all caps, Eliot in lowers and no dates, witnesses, etc. Note no title either. Even refers to date above but it is missing. Since no corporate documents were transferred to the Company with completed signatures, and since Chris Wheeler persists on not forwarding us any of our missing documents, until his nitrous inflated bill is paid, for documents on fundings and things we don't have copies of, all because of his fine management choice his friend Brian Utley, has destroyed all corporate transactions.



IN WITNESS WHEREOF, this Agreement has been duly signed by the Executive and on behalf of the Company as of the day and year first above written.

iviewit.com LLC

By: 
Eliot I. Bernstein, Vice President


BRIAN G. UTLEY

47.1
B.N.1
5047



EXCERPT'S FROM UTLEY NON-COMPETE, HERE WE HAVE ANOTHER PROSKAUER DOCUMENT FOR BRIAN AND NOTE THE DIFFERENCE AT SIGNATURE TIME, THIS IS WHY WE ARE TRYING TO GET THE PROSKAUER SET OF DOCUMENTS THAT THEY REFUSE AGAIN AND AGAIN TO TURN OVER

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NON-COMPETITION, NON-DISCLOSURE AND PROPRIETARY RIGHTS AGREEMENT

THIS NON-COMPETITION, NON-DISCLOSURE AND PROPRIETARY RIGHTS AGREEMENT ("Agreement") is made as of the 22nd day of February, 2000, by and between iViewIt Technologies, Inc., a Delaware corporation (the "Company"), whose principal place of business is 2255 Glades Road, Suite 337-W, Boca Raton, Florida 33431-7360 and Brian G. Utley, an individual whose address is 1930 South West 8th Street, Boca Raton, Florida 33486 ("Individual").

- a. General: Duration of Covenant. The Individual covenants and agrees that during his or her employment with the Company, and for a period of two (2) years after such employment is terminated thereafter (the "Restricted Period"), Individual will not, without the prior written consent of Company, directly or indirectly, have any involvement with any business or enterprise (whether as a sole proprietor, partner, member, stockholder, director, officer, employee, consultant or in any other capacity as principal or agent, except for an interest of less than one percent (1%) of the outstanding shares of a publicly-held corporation, which is competitive to any Company Entity, whose outstanding stock is owned of record by one hundred (100) or more shareholders), which competes with any Company Entity in the "Restricted Territory", as defined below.
- b. Definition of Competition. For purposes of this Agreement, competition with a Company Entity shall mean engagement or employment in or by any business or enterprise which is engaged, directly or indirectly, in whole or in part, in the same business as the Company's Business.
- d. Solicitation of Employees. During the Restricted Period, Individual shall not, directly or indirectly, induce, solicit, disrupt, influence, interfere, combine or conspire with, or attempt to induce,

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influence, interfere, combine or conspire with, any of the employees of, or consultants to, a Company Entity to terminate their employment or engagement with, or compete against, a Company Entity.

e. Solicitation of Accounts. During the Restricted Period, Individual shall not, directly or indirectly, solicit, interfere with or disrupt or attempt to solicit, interfere with or disrupt any present or prospective relationship, contractual or otherwise, between a Company Entity and any client, customer, supplier, financing source, sales representative or other person or entity.

3. Non-Disclosure of Confidential Information.

a. Treatment of Information. The Individual acknowledges that the Company's Confidential Information (as hereinafter defined) constitutes valuable special and unique assets of the Company, access to and knowledge of which have been (and may be in the future) provided to the Individual by virtue of the Individual's employment (or other engagement or arrangement) for and on behalf of any Company Entity. In light of the highly competitive nature of the industry in which the Business is conducted, the Individual agrees that all Confidential Information heretofore or in the future obtained by the Individual shall be considered and treated as confidential.

b. Ownership. The Individual acknowledges that, as between the Company and the Individual, the Confidential Information and any and all rights and privileges provided under the patent, trademark, copyright, trade secret and other laws of the United States, the individual states thereof, and jurisdictions foreign thereto, and the goodwill associated therewith, have been, are and at all times will be, the property of the Company.

c. Covenants. The Individual agrees that he shall: (i) hold in confidence and not disclose or make available to any third party any Confidential Information unless so authorized in writing by the Company; (ii) exercise all reasonable efforts to prevent third parties from gaining access to the Confidential Information; (iii) not use, directly or indirectly, the Confidential Information in any respect of his business, except as necessary to evaluate the information in order to perform the Individual's duties and responsibilities to the Company; (iv) restrict the disclosure or availability of the Confidential Information to those who have read and understand this Agreement and who have a need to know the information in order to achieve the purposes of this Agreement; (v) not copy or modify any Confidential Information without the prior written consent of the Company; provided, however, that such copy or modification of any Confidential Information does not include any modifications or copying which would otherwise prevent the Individual from performing his duties and responsibilities to the Company; (vi) take such other protective measures as may be reasonably necessary to preserve the confidentiality of the Confidential Information; (vii) relinquish all rights he may have in any matter, such as drawings, documents, models, samples, photographs, patterns, templates, molds, tools or prototypes, and inventions, which may contain, embody or make use of the Confidential Information; (viii) promptly deliver to the Company any such matter as the Company may direct at any time; and (ix) not retain any copies or other reproductions thereof. Individual acknowledges that he has had access to, or been provided with, Confidential Information prior to the date of this Agreement and that all such Information shall be entitled to the protections set forth in this Agreement.

d. Confidential Information Defined. The term "Confidential Information" means trade secrets, private or secret processes, methods and ideas customer lists and information concerning the Company's products, services, technologies, business records and plans, inventions, product design information, data or database, or other computer programs and listings, source code and/or subject code,



copyrights, trademarks, trade secrets, patents, patent applications, patent designs, proprietary information, formulae, protocols, forms, procedures, development, technical information, know-how, show-how, marketing activities and procedures, method for operating of the Company's Business, credit and financial data concerning the Company, projections, the Company's clients and client lists, supplier lists (which lists shall not only mean one or more of the names and addresses of the clients and suppliers of the Company but it shall also encompass any and all information whatsoever regarding them, including their needs), and marketing and advertising practices and plans and information. The term "Confidential Information" shall also encompass all similar information owned or regarding any of the Company Entities.

e. **Exceptions.** Excluded from the Confidential Information, and therefore not subject to the provisions of this Section 3, shall be any information which: (i) at the time of disclosure, is in the public domain as evidenced by printed publications; (ii) after the disclosure, enters the public domain by way of printed publication through no fault of the Individual; (iii) the Individual can show by written documentation that the Confidential Information was in the Individual's possession at the time of disclosure and which was not acquired directly or indirectly from any Company Entity or any representative thereof (whether before or after the date of this Agreement); or (iv) the Individual can show by written documentation was acquired, after disclosure, from a third party who did not receive it from any Company Entity or any representative thereof, and who had the right to disclose the information without any obligation to hold such information confidential. Specific information shall not be deemed to be within the foregoing exceptions merely because it is embraced by more general information in the public domain. Additionally, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain. If the Individual intends to avail himself/herself of any of the foregoing exceptions, the Individual shall first notify the Company in writing of his/her intention to do so and the basis for claiming the exception.

4. **Inventions.**

a. **Disclosure.** The Individual agrees to promptly inform and to disclose to the Company in writing (whether patentable or not) any and all inventions, developments, procedures, ideas, innovations, systems, programs, techniques, processes, information, discoveries, improvements and modifications, industrial designs, mask works, however fixed or encoded that are suitable to be fixed, embedded or programmed in a semiconductor product (whether recordable or not) and all works of authorship (whether or not copyright protection may be obtained for it) created, conceived or developed by the Individual, either alone or with others, directly or indirectly, which meet any of the following criteria:

i. arise in whole or in part from any services rendered to, for or on behalf of any Company Entity (including without limitation, all such services relating to the period before the date of this Agreement);

ii. are created, conceived or developed by the Individual based upon, in whole or in part, any Confidential Information;

iii. relate to the present or anticipated business of any Company Entity, including without limitation, the development and commercialization of apparatuses and methods for producing enhanced digital images or digital video for display on any medium, including the Internet and world wide web, as well as any applications therefor and/or improvements thereon (the "Digital Processing and Display Technology");



iv. relate to any actual or demonstrably anticipated research or development work of any of the Company Entities; or

v. were invented utilizing any of the Company Entities' equipment, supplies, facilities, time or any information (whether or not considered Confidential Information) obtained from or useful to the Company or any of the Company Entities.

All of the foregoing are collectively referred to herein as "Inventions" and individually as an "Invention". For purposes of this Agreement, the term "Inventions" shall include not only Inventions created, conceived or developed after the date of this Agreement, but also all Inventions created, conceived or developed prior to the date of this Agreement, including specifically any and all Inventions relating to the Digital Processing and Display Technology. Any item of the nature identified in this subparagraph a. which was or is created, conceived or developed at anytime prior to the date hereof through the date that is three (3) years after the last date upon which any consulting or similar services were rendered by the Individual to any Company Entity shall be conclusively presumed to be an Invention for purposes of this Agreement.

b. Assignment. All Inventions, and all rights relating thereto, shall be assigned by virtue of this Agreement and without further action by the Individual to the Company and shall be and shall remain the exclusive property of the Company. Individual shall execute any and all Assignments and/or other formal papers perfecting and/or transferring all right, title and/or interest in the name of the Company.

c. Ownership. The Company shall own title to all Inventions (including without limitation, patent applications, patents, trademarks, copyrights and trademarks). With respect to each Invention assigned to the Company, the Individual hereby grants, transfers and assigns to the Company all of his world-wide rights, title and interest, if any, in any and all written materials (including but not limited to programmed instructional material), pictorial reproductions, drawings and other graphic representations and works of similar nature upon which he may be engaged in, including rights to translation and reproductions in all forms or formats and the copyrights thereto, if any, and the Individual agrees that the Company may copyright said materials in the Company's name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit. Individual specifically agrees that all copyrightable material generated or developed under this Agreement shall be considered works "made for hire" (as that term is defined pursuant to the U.S. Copyright Act of 1976, as amended) and that such material shall, upon creation, be owned exclusively by Company. To the extent that any such material, under applicable law, may not be considered works made for hire, Individual hereby assigns to Company all right, title and interest in the ownership of copyright in such materials, without the necessity of any further consideration, and Company shall be entitled to obtain and hold in Company's own name all copyrights in respect of such materials. Without limiting the generality of the foregoing, Individual acknowledges that he has not been granted any license or other right to use any Invention.

d. The Individual's Assistance. The Individual agrees to assist the Company in obtaining patents or copyrights on any Inventions assigned to the Company that the Company, in its sole discretion, seeks to patent or copyright. The Individual also agrees to sign all documents (including assignments in form requested by the Company) and do all things necessary to obtain such patents or copyrights, to further assign them to the Company, and to protect the Company against infringement by other parties. The Individual agrees that such actions will be without compensation to the Individual.

e. Attorney-in-Fact. The Individual irrevocably appoints any Company-selected designee to act as his agent and attorney-in-fact to perform all acts necessary to obtain patents and/or copyrights as



required by this Agreement if the Individual (i) refuses to perform those acts or (ii) is unavailable, within the meaning of the United States Patent and Copyright Laws. It is expressly intended by the Individual that the foregoing power of attorney is coupled with an interest.

f. Records. The Individual shall keep complete, accurate and authentic information and records on all Inventions in the manner and form reasonably requested by the Company. Such information and records, and all copies thereof, shall be the property of the Company as to any Inventions within the meaning of this Agreement and shall constitute Confidential Information. In addition, the Individual agrees to promptly surrender all such original and copies of such information and records at the request of the Company.

5. Reasonableness and Enforcement of Restrictions.

a. Reasonableness. The Individual hereby agrees that the restrictions imposed upon Individual by the provisions of this Agreement are fair and reasonable and are reasonably required for the protection of the Company. In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof. The Individual acknowledges that the covenants and agreements set forth in Sections 2 through 6 hereof are and were a material inducement to the Company to (i) employ, engage, consult or otherwise use the services of, the Individual, and (ii) permit access to the Confidential Information by the Individual.

b. Enforcement. The parties hereby agree that any violation by Individual of the covenants contained in this Agreement shall cause irreparable damage to the Company for which Company will have no adequate remedy at law. In the event that the Individual breaches any of the covenants contained in this Agreement, the Individual hereby agrees and acknowledges that the Company, upon the filing of an action in a Court of competent jurisdiction, shall be immediately entitled to the issuance of an ex parte preliminary injunction enjoining the Individual from continuing any such breach. Individual acknowledges and agrees that the provisions of this Agreement, including, without limitation, the provisions of Section 2-4 may be enforced by the Company or any successor or assign of the Company. Individual agrees to indemnify and hold harmless the Company for all costs, damages, expenses and liabilities incurred by the Company or any Company Entity arising or relating to any breach of this Agreement by Individual.

6. Individual Representations. Individual hereby represents and warrants that Individual has full right and authority to perform Individual's obligations hereunder, and that Individual has neither assigned nor otherwise entered into an agreement by which Individual purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with Individual's obligations under this Agreement.

7. Miscellaneous.

a. Binding Effect. Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representatives, successors, heirs and assigns.

b. Severability. Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.



I View It – Private and Confidential

of any and all other remedies available to the Company at law or in equity. No remedy herein conferred upon the Company is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by the Company of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

I. No Offsets. The existence of any claim or cause of action of Individual against any Company Entity, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of this Agreement.

GUYS SIGNATURE LINE LOOKS VERY STRANGE HERE, NOTE THE DIFFERENCE IN SIGNATURE PAGES FOR THIS AND HIS EMP AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement, in lieu of any prior agreement, on the day and year first written above.

Signed, sealed and delivered in the presence of:

Witnesses:

iviewit Technologies, Inc.

Jean George Print Name
Guy Tanton Print Name

By: Brian Utley
Its: Brian Utley

THE INDIVIDUAL ACKNOWLEDGES AND AGREES THAT INDIVIDUAL HAS READ AND UNDERSTANDS THE TERMS SET FORTH IN THIS AGREEMENT AND HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.

Witnesses:

"Individual"

Jean George Print Name
Guy Tanton Print Name

Brian Utley Print Name



Exhibit 24 – Case of the lost patent 5865-2 and how this becomes a general file, remember Ray must lose a patent regarding video dated much earlier when he is filing patents similar, and now this is what he creates in his infinite wisdom to put in the folder. Other references reference 5865 as the general folder earlier and then say it was not opened until June 3, when 5865-1 was already created. This starts a synchronization error that carries forward in his spreadsheets that can't count for our patent portfolio.

The excerpts that follow mainly come from the folder that was supposed to be 5865-2 from Ray, I will let you judge the contents 1 by 1. Not sure how the company ever got his original files??

Case 1 - In the next example you see how Ray completely loses his fax etiquette as this piece is a masterpiece in insanity. Look carefully and you will see 1/99 on the date with no other fax information other than the number 561.999.8810 which cannot exist in January of 99 because we have not moved in to that office with that number. So he will want you to think this date was supposed to be 1/2000. The difference is major and this document tries to deny that their were patents pending prior to 6/99 when we finally get a video patent. The difference in his fax cover to other fax covers is so vast that I am not sure what he will claim. He loses his bills for this period and then there is barely a whisper of communication left before he magically files on 3/99. This fax would tie him to multiple patents prior and so this appears to be a document he threw in with wrong dates, etc. to sell his story. On the fax header you will see 1/13 as in 1/13/00 and the fax is 1/12/1999, maybe the fax and computer were having a y2k problem???



01/13/00 THU 10:37 FAX

001

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	0196	
CONNECTION TEL		15619998810
SUBADDRESS		
CONNECTION ID		
ST. TIME	01/13 10:36	
USAGE T	01'10	
PGS.	4	
RESULT	OK	

To: Eliot Bernstein

From: Ray Joao

Date: January 12, 1999

Fax No.: 1-561-999-8810

No. Pages: 4 (including cover)

Eliot:

Please find attached a draft description in response to your request. Please note that any subsequent assignment of the patent applications from Iviewit Holdings, Inc. to yourself would require that we change the description to reflect Iviewit's interests. For, example, if you grant Iviewit an exclusive license with right to sublicense the technology, such a new relationship would have to be included.

Please don't hesitate to contact me if you have any questions.

Ray Joao



To: Eliot Bernstein

From: Ray Joao

Date: January 12, 1999

Fax No.: 1-561-999-8810

No. Pages: 4 (including cover)

Eliot:

Please find attached a draft description in response to your request. Please note that any subsequent assignment of the patent applications from Iviewit Holdings, Inc. to yourself would require that we change the description to reflect Iviewit's interests. For, example, if you grant Iviewit an exclusive license with right to sublicense the technology, such a new relationship would have to be included.

Please don't hesitate to contact me if you have any questions.

Ray Joao

EV 26
BIN 16
26.40



Case 2 - Here Jill Zamas and I are both confused here, so is Jill Iantoni as to where the document that we just finished reviewing has disappeared, we are referencing the loss of 2 and the replacement with these other patents 4 and 4.1. We are being told at the time 5865-2 exists and then it forever disappears only for Ray to turn it into a general folder. Jill clearly has reviewed it here. Suddenly, we are all confused if the application is missing, large cover-up follows, Chris is saying it all might be in one, etc. The crap that follows was stuffed into his folder.



PHONE-O-GRAM

TO: Jill Zammag
FROM: P10 - Rose DL
FIRM: 561-995-4704
PHONE: at 11:11
DATE: 1.11.11
☐ SLEEP
☐ PLEASE

MESSAGE: She is
Completed doc.
for Bustin
5865-2-4
Do this a 2
5865-4.1 was
this filed in
2?

FAX. [Signature]
Ms. JILL ZAMMAG
561 241-7145

Flash this call
is for Ray -
please call
them -
they need answer.
Marge



Case 3 - THIS ILLUSTRATES THAT THEIR GENERAL FILE WAS 5865 (NOT 5865-2)



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN*
LEWIS S. MELTZER
CHARLES A. BLICH
ALAN L. HITTMAN
BRIAN S. CONNEELY
JOSEPH KATZ
DAVID I. SCHAFFER
RICHARD GABRIELE
STEPHEN W. SCHLISSEL

STEPHEN M. BREITSTONE
THOMAS J. MCGOWAN
ARNOLD S. KLEIN
KEITH N. MERRIWETHER, III
ELENA KARABATOS
LORETTA M. GASTWIRTH
RONALD F. POSPHEIN
JONATHAN N. HOFFMAN
ALAN C. EDERER
BRUCE J. ZABARAUSKAS

WRITER'S DIRECT EXT.

COUNSEL

BERNARD TANNENBAUM
GABRIEL S. KOHN
RICHARD REICHLER
HERBERT W. SOLOMON, P.C.
GERALD P. HALPERN
BARRY J. FISHER

MADELYN SPATT SHULMAN
RAYMOND A. JOAO*
MITCHELL H. LEVITIN
GARY W. MELTZER
ALLAN E. BINDER
FRANK J. MARTINEZ

MICHAEL J. SCHAFFER
JONATHAN D. FARRELL*
NOEL C. BONILLA
JEFFREYA A. FLEISCHMAN*
MARC T. FINER

MICHAEL H. MASRI
GREG ZUCKER
LAUREN M. GRAY
DEBRA A. CLEMENT

ALSO ADMITTED IN:

* MA
* NJ
* NJ & CT

* CT
* FL
* REGISTERED PATENT ATT'Y

January 26, 2000

VIA FACSIMILE AND FIRST CLASS MAIL

Ms. Erica Lewin
iviewit.com, LLC
One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, FL 33431-7360

6076
B.O.D
Dec. 2

Re: Debit Note
Our Reference No. : 5865

Dear Ms. Lewin:

Enclosed herewith please find our bill for legal services rendered to date.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN
& SCHLISSEL, P.C.

By: 
Raymond A. Joao

RAJ/mb
Enc.

200278.1



Case 4 - Now call me strange but this next Fed'x letter makes no sense. It is supposed to be a Fed'x of all the provisional applications. Now it would stand out that on this correspondence Ray claims to have dictated but not reviewed the attached letter. Normally, we would find the letter to Gayle starting on page 1, not page 2. Further to be picky, Ray claims that the Fed'x is RE: Provisional Patent Applications.

Now in page 2, in the letter to Gayle, he states "transmitted herewith", which is fax lingo versus "enclosed" which is fed'x lingo but the letter addresses the assignments not the applications. Under encl: at the end of the document we find that instead of referencing the enclosures, which would be the patents and the assignments, we have, and I quote "dictated but not reviewed." Seems like a logical enclosure.

I believe we should dig deep deep here for more, this document and the many that will follow all show that the documents look altered, it looks like they are trying to erase knowing me in the 11-98 through 3/24/99 period and they are doctoring the documents.



LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501
TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653
INTERNET: www.mlg.com

WRITER'S DIRECT EXT.

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN*
LEWIS S. MELTZER
CHARLES A. BLUGH
ALAN L. MITTMAN
BRIAN S. CONNEELY
JOSEPH KATZ
DAVID I. SCHAFFER
RICHARD GABRIEL
STEPHEN W. SCHLISSEL

STEPHEN M. BREITSTONE
THOMAS J. MCGOWAN
ARNOLD S. KLEIN
KEITH M. MERRIMETHIER, III*
ELENA KARABATOS
LORETTA M. GASTWIRTH
RONALD F. HOEPFLEN
JONATHAN M. HOFFMAN
ALAN C. EDERER
BRUCE J. ZARARABKAS

4191 2955 0915

COUNSEL

BERNARD TANNENBAUM
GABRIEL S. KOHN
RICHARD REICHLER
HERBERT W. SOLOMON, P.C.
GERALD P. HALPERN
BARRY J. FISHER

MADELYN SPATT SHULMAN
RAYMOND A. JOAG*
MITCHELL H. LEVITIN
GARY M. MELTZER
ALLAN E. BINDER
FRANK J. MARTINEZ

MICHAEL J. SCHAFFER
JONATHAN D. FARRELL*
NOEL C. BONILLA
JEFFREY A. FLEISCHMAN*
MARC T. FINER

MICHAEL H. MASRI
GREG ZUCKER
LAUREN W. GRAY
DEBRA A. CLEMENT

December 22, 1999

ALSO ADMITTED IN:

* NJ
* CT
TAL & CT

* CT
* FL
* REGISTERED PATENT ATT

VIA FEDERAL EXPRESS

Ms. Gayle Coleman
Proskauer Rose LLP
2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360

Re: Provisional Patent Applications
Entitled : APPARATUS AND METHOD FOR PRODUCING
ENHANCED DIGITAL IMAGES
Our Ref. No. : 5865-1
Entitled : APPARATUS AND METHOD FOR PRODUCING
ENHANCED VIDEO IMAGES
Our Ref. No. : 5865-3
Entitled : APPARATUS AND METHOD FOR PLAYING
VIDEO FILES ACROSS THE INTERNET
Our Ref. No. : 5865-4
Entitled : APPARATUS AND METHOD FOR PROVIDING
AND/OR FOR TRANSMITTING VIDEO DATA
AND/OR INFORMATION IN A
COMMUNICATION NETWORK
Our Ref. No. : 5865-4.1
Entitled : APPARATUS AND METHOD FOR PRODUCING
ENHANCED DIGITAL IMAGES
AND/OR DIGITAL VIDEO FILES
Our Ref. No. : 5865-5

196937.1

BIN 7
26.8
Ev 26



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

Ms. Gayle Coleman
Proskauer Rose LLP
December 22, 1999
Page 2

Entitled	:	APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES
Our Ref. No.	:	5865-6
Entitled	:	APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES AND/OR VIDEO FILES
Our Ref. No.	:	5865-7
Entitled	:	APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES AND/OR VIDEO FILES
Our Ref. No.	:	5865-8

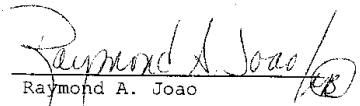
Dear Gayle:

Please find transmitted herewith the Assignment papers for the iviewit patent applications. Please note that the 5865-1, 5865-3, 5865-4 applications, which were previously assigned to iviewit LLC, will now be assigned to iviewit Holdings, Inc. and, accordingly, the Assignments must be signed by Brian Utley. The other applications will be assigned from Eliot Bernstein directly to iviewit Holdings, Inc. and, accordingly, the respective Assignments require Eliot's signature.

Please also have the Assignments notarized. Once we receive the executed Assignments, we will record them with the U.S. Patent and Trademark Office.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,

By: 
Raymond A. Joao

RAJ/mb
Encs.
(Dictated but not reviewed)

196937.1



Case 5 - ..and then finally a year later 5865-2 shows up as an assignment folder for assignments that are numbered per patent as



part

of

those



LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

WRITER'S DIRECT EXT:

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN*
LEWIS S. MELTZER
CHARLES A. BILICH
ALAN L. MITTMAN
BRIAN S. CONNEELY
JOSEPH KATZ
DAVID I. SCHAFFER
RICHARD GABRIELE
STEPHEN W. SCHLISSEL

STEPHEN M. BREITSTONE
THOMAS J. HOGGON
ARNOLD S. KLEIN
KEITH M. MERRIWETHER, III†
ELENA KARABATOS
LORETTA M. GASTWIRTH
RONALD F. ROEPFLEIN
JONATHAN H. HOFFMAN
ALAN C. EDERER
BRUCE J. ZABARAUSKAS

COUNSEL

BERNARD TANNENBAUM
GABRIEL S. KONN
RICHARD REICHLER
HERBERT W. SOLOMON, P.C.
GERALD P. HALPERN
BARRY J. FISHER

MADELYN SPATT SHULMAN
RAYMOND A. JOAO*
MITCHELL H. LEVITIN
DARY M. MELTZER
ALLAN E. BINDER
FRANK J. MARTINEZ

MICHAEL J. SCHAFFER
JONATHAN D. FARRELL*
HOEL C. BONILLA
JEFFREY A. FLEISCHMAN*
MARC T. FINER

MICHAEL H. MASRI
GREG ZUCKER
LAUREN M. GRAY
DEBRA A. CLEMENT

December 30, 1999

ALSO ADMITTED IN:

* MA
* NJ
† NJ & CT

* CT
* FL
* REGISTERED PATENT ATTY

VIA FACSIMILE

MS. Martha Mantecon
iviewit Holdings, Inc.
2255 Glades Road
Suite 337 West
Raton, Florida 33431

5026
26.7
BIN 6

Re: Assignment of iviewit Patent Applications
Our Reference Nos. : 5865-1, 3, 4, 4.1, 5, 6, 7, 8

Dear Martha:

Pursuant to our conversation, please forward to our office a check in the amount of \$320.00 for Patent Office disbursements in connection with the filing assignments for eight (8) patent applications.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN,
WOLF, & SCHLISSEL, P.C.

By: 

Raymond A. Joao

RAJ/mb

197726.1

folders.

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

WRITER'S DIRECT EXT:

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN
LEWIS S. MELTZER
CHARLES A. BLICH
ALAN L. MITTMAN
BRIAN S. CONNELLY
JOSEPH KATZ
DAVID I. SCHAPFER
RICHARD GABRIELE
STEPHEN W. SCHLISSEL

STEPHEN M. BREITSTONE
THOMAS J. MCGOWAN
ARNOLD S. KLEIN
KEITH M. KERRWETTER III
ELENA KARABATOS
LONETTA M. GASTWIRTH
RONALD F. POEPPLEN
JONATHAN M. HOFFMAN
ALAN C. EDERER
BRUCE J. ZISARAUSKAS

COUNSEL

BERNARD TANNENBAUM
GABRIEL S. KOHN
RICHARD REICHLER
HERBERT W. BOLOMAN, P.C.
GERALD P. HALPERN
BARRY J. FISHER

MADELYN SPATT SHULMAN
RAYMOND A. JOAO
MITCHELL H. LEVITIN
GARY M. MELTZER
ALLAN E. BINDER
FRANK J. MARTINEZ

MICHAEL J. SCHAPFER
JONATHAN D. FARRELL
NOEL C. BONILLA
JEFFREY A. FLEISCHMAN
MARK T. FINER

MICHAEL H. MASRI
GREG ZUCKER
LAUREN H. GRAY
DEBRA A. CLEMENT

January 13, 2000

ALSO ADMITTED IN:

* MA
* NJ
1 NJ & CT

* CT
* FL
* REGISTERED PATENT ATTORNEY

VIA TELEFAX 561-999-8810

Mr. Brian Utley
One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

Re: iviewit Patent Application Assignments
Our Reference No. : 5865-2

Dear Brian:

Pursuant to our conversation earlier today, we will await your instructions as to who the new Assignee of the iviewit patent applications will be. Once we receive your instructions, we will promptly prepare eight (8) Assignments and forward them to you for execution.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN,
WOLF, & SCHLISSEL, P.C.

By: Raymond A. Joao
Raymond A. Joao

RAJ/mb

199193.1

Case 6 = Here is a sampling of the fax covers or fax cover-ups of the documents in 5865-2 folder in chronological order, what you will note is that the cover page format is in a constant state of matching the fax or is filled with new transmission report headers and that the numbering of the faxes and these will be dated in order, are not chronological or logical. None of it makes sense other than as a cover-up file.



Fax 1 – Note that the transmission header from Eliot is on 2 of the 3 pages, page 1 of Ray's fax is missing, yet it has part of his header under my supposed header. My header is normally only on the first page, and the time is blotted out but it says that I have received it at ?:20PM, yet it is being transmitted at 12:51pm, that would indicate that a 3 page fax took 29 minutes at the least to transmit? , my fax header clearly indicates that the transmission only took 1min11sec?



Receive, Event (Event Succeeded)

Date: 3/15/99
 Pages: 3
 Sender:
 Fax Number:
 Type: Fax
 Time: 12:20 PM
 Duration: 1 min 11 sec
 Company:
 Subject:

FROM:

1999.03-15 12:51 #573 P.02/03

LAW OFFICES
 MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.

180 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0888

INTERNET: <http://www.mlg.com>

RICHARD A. LIPPE
 RAYMOND M. GOLDSTEIN
 LARRY E. MELTZER
 CHARLES P. WOLF
 ALAN L. NITTMAN
 BRIAN E. CONNELLEY
 JOSEPH M. WOLF
 DAVID I. SCHAPIRO
 RICHARD M. SCHLISSEL
 STEPHEN W. SCHLISSEL
 ALAN H. BREITENBERG
 ARTHUR E. KLEIN
 EDNA KAMAROFF
 LORETTA H. BARTHELE
 THOMAS J. HARRISON
 RONALD F. ROSENBLUM
 JONATHAN M. HOFFMAN
 ALLAN G. MURPHY
 ALAN E. GORDON
 JEFFREY A. MILLER

WILLIAM D. DEARON, P.C.
 RICHARD T. FARRER
 RICHARD T. FARRER

JONATHAN D. FARRELL
 JEFFREY A. FLEISCHMAN
 MICHAEL N. ALLEN
 LAURA R. BRADY
 ERIC ZUCKER
 PHILIP J. SAMPLER, JR.
 JENNIFER E. ROSENKRANTZ
 EYAN TAYLOR

ENGAGEMENT AGREEMENT

ALSO ADMITTED IN:

NY
 NJ
 CAL & DC
 ILL & CT
 ILL
 ILL & IMAEL

March 15, 1999

VIA TELEFAX 561-417-4470

Mr. Eliot Bernstein
 IVIEWIT
 500 S.E. Mizner Road
 Suite 102
 Boca Raton, Florida 33432

SV 76
 BIN 11
 36.33

Dear Mr. Bernstein:

You have requested that Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C. (hereinafter "the Firm") prepare a Provisional Patent Application on your behalf.

You hereby agree and understand that the Firm's representation of you will be performed pursuant to a written engagement letter and that subsequent work will be performed pursuant to future agreements if, as, and when, they may be entered into.

You agree and understand that the Firm's representation of you will consist of preparing and filing a Provisional Patent Application which will provide "patent pending" status for one year from its filing date. The Provisional Patent Application will not be examined by the U.S. Patent & Trademark Office, but will only serve to let you obtain a priority filing date in the U.S. In order to pursue a U.S. Patent, you must file a subsequent patent application within one year from your Provisional Application filing date. Unless specifically retained by written agreement to do so, this Firm will have no responsibility for filing any subsequent application(s) and/or taking any other steps on your behalf, aside from forwarding the Provisional Application Filing Receipt to you.

Received Event (Event Succeeded)

Date: 3/15/99 Time: 4:20 PM
 Pages: 3 Duration: 1 min 11 sec
 Sender: Company:
 Fax Number: Subject:
 Type: Fax

FROM: 1999-03-16 12:51 #573 P.03/03

MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.
 Mr. Eliot Bernstein
 IVIEWIT
 Page 2

Our fee for preparing a Provisional Application will be \$3,000, the Official filing fee will be either \$150 or \$75 depending on your filing status, and postage fees, copying charges and phone charges will be additional. Our efforts in preparing the Provisional Patent Application will be limited to drafting the application from a single disclosure provided by yourself which includes all of the information which you wish to have covered in the application.

Our \$3,000 fee will include 10 hours of work, including time spent to date, at an hourly rate of \$300/hour. Raymond A. Joao will prepare the application for you. This estimate has been arrived at after reviewing information received from you to date. If, however, the supplied disclosure is drastically different from that originally supplied, we reserve the right to renegotiate our fee before commencing work.

If this agreement is satisfactory to you, please sign at the appropriate location and return same to us along with the invention disclosure, and a check in the amount of \$3,200 which includes payment for the above along with a \$50 retainer for postage, copy charges and phone charges. Upon receiving all of the above, we will commence work on these matters.

If you wish to wire funds to our Firm, please follow the directions below:

Please wire U.S. dollars to:

EUROPEAN AMERICAN BANK
 MELTZER, LIPPE, GOLDSTEIN, WOLF AND SCHLISSEL
 OPERATING ACCOUNT

ACCOUNT NUMBER: 064-07111-1
 BANK A.B.A. NUMBER: 021-001486

CONTACT PERSON: FRANK MARK OR DEBORAH ANTONUCCI

THIS ENGAGEMENT AGREEMENT IS
 ENTERED INTO THIS 15 DAY
 OF March, 1999.

Eliot Bernstein
 Eliot Bernstein

MELTZER, LIPPE, GOLDSTEIN,
 WOLF & SCHLISSEL, P.C.

By: Raymond A. Joao

permt\bermest\lproapp.doc

Fax 2 – This is a fax that is supposed to be on 6/7/99 regarding a retainer Agreement that is supposed to be the following 2 page letter and then the retainer agreement of 4 pages. Page 4 starts with a new document than the cover page indicates and an Engagement Agreement is printed at top and then the letter references a provisional application in the RE spot for 5865-4.

The fax transmission has 2 transmission report headers. The top transmission is clocked at 16:34, the middle tx report box states 16:33, not major but watch for how the times will slowly grow vary apart. It does not add on pages transmitted either 05/05 (which seems odd too) 7 are transmitted and no other pages have fax header info.



TRANSMIT REPORT

1999-06-07 16:34

COM No.	REMOTE STATION	START TIME	DURATION	PAGES	RESULT	USER ID	REMARKS
593	561 417 4470	05-07 16:33	01' 38	05/05	OK		

7499603358

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0853

INTERNET: <http://www.mlg.com>

RICHARD A. LIPPE
D. ELSON M. ROSENTHAL
LEWIS S. MELTZER
BERNARD F. WOLF
CHARLES A. GOLICH
ALAN L. FITZMAN
BRIAN R. CONNELLY
JOSEPH RATT
DAVID I. SCHAFER
RICHARD GIBBLE
STEPHEN W. SCHLISSEL
STEPHEN H. BREITSTONE

THOMAS J. HADOMAN
AROLD S. FLEIN
KEITH H. HOFFMANN
ELIANA HANSEN
LORETTA H. HOFFMANN
RONALD P. ROSENBLUM
JONATHAN H. HOFFMAN
ALAN BRANDELL
ALAN C. EDWARDS
JUDITH A. MILLER
BRUCE J. ZABAGMAN

PLEASE REPLY TO MINEOLA

NEW YORK

840 EAST 48TH STREET

NEW YORK, NY 10017

TELEPHONE: (212) 614-9600

WRITER'S DIRECT EXT.

BERNARD TANNENBAUM
RICHARD RECHLER
BARRY J. FISHER

COUNSEL
HASLIT SPAT SHULMAN
ALLAN C. BINDER

JONATHAN S. FANELL
JOFFREY A. FLEISCHMAN
MICHAEL H. HARRIS
LAURA R. BRANDT

DAVID S. ZUCKER
PHILIP J. CAMPISI, JR.
JENNIFER S. ROSENKRANTZ
ETAN TABAK

FAX
FNU
FNU & CT

ALSO ADMITTED IN

NY
NJ & MA

June 7, 1999

EV 24
B 18
26.40

VIA TELEFAX 561-417-4470

Mr. Eliot Bernstein

IVIEWTT

500 S.E. Mizner Road

Suite 102

Boca Raton, Florida 33432

Dear Eliot:

It was nice speaking with you this afternoon.

Transmitted herewith is the Retainer Agreement letter. We need to have this letter signed by you and returned to us via facsimile prior to Ray's visit with you this week.

Also, Ray will need to speak with Jerry Lewin about receiving



LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: <http://www.mlg.com>

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN*
LEWIS S. MELTZER
GERALD P. WOLF
CHARLES A. BLICH
ALAN L. WEITMAN
BRIAN S. CONNELLY
JOSEPH KATZ
DAVID I. SCHAFFER
RICHARD GABRIELE
STEPHEN W. SCHLISSEL
STEPHEN M. BREITSTONE

THOMAS J. MCGOWAN
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ELENA KARABOTOS
LORETTA M. GASTWIRTH
RONALD F. JOEPPLEIN
JONATHAN M. HOFFMAN
ALLAN GRAUBERD*
ALAN C. EDGER
JEFFREY A. MILLER*
BRUCE J. ZABARAUSKAS

PLEASE REPLY TO MINEOLA

NEW YORK
240 EAST 48TH STREET
NEW YORK, NY 10017
TELEPHONE: (212) 814-9820

WRITER'S DIRECT EXT.

COUNSEL

BERNARD TANNENBAUM
RICHARD REICHLER
BARRY J. FISHER

MADELYN SPATT SHULMAN
ALLAN E. BINDER

JONATHAN D. FARRELL*
JEFFREY A. FLEISCHMAN*
MICHAEL M. MASRI
LAURA R. BRANDT

GREG ZUCKER
PHILLIP J. CAMPISI, JR.
JENNIFER S. ROSENKRANTZ
GITAN TABAK

ALSO ADMITTED IN:

*MA
*NJ
*NY & CT

*FL
*VT & ISRAEL

June 7, 1999

VIA TELEFAX 561-417-4470

Mr. Eliot Bernstein

VIEWIT

500 S.E. Mizner Road

Suite 102

Boca Raton, Florida 33432

Dear Eliot:

It was nice speaking with you this afternoon.

Transmitted herewith is the Retainer Agreement letter. We need to have this letter signed by you and returned to us via facsimile prior to Ray's visit with you this week.

Also, Ray will need to speak with Jerry Lewin about receiving additional funds which will be applied toward Ray's visit to your offices. Since Ray's hourly rate is \$300 and he will be spending at least four full days with you, and given your credit limit of \$3,000 our senior partner has requested that a sum of \$7,500 be forwarded to our firm, preferably via wire to our bank, and also prior to Ray's visit to your offices.

Our wire information is as follows:

European American Bank
Meltzer, Lippe, Goldstein and Schlissel
Operating Account
Bank A.B.A. Number 021-001486
Contact Person: Frank Mark or Deborah Antonucci

5/26
26.41
317

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

Mr. Eliot Bernstein
June 7, 1999
Page 2

If you have any questions regarding the above, please do not
hesitate to contact Ray or myself.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN
& SCHLISSEL, P.C.



Nicole Eliseo-Pinou

nep
Attachment

P:\PUBLIC\PATENT\BERNSTEIN\5865-4\RETAINER.LET



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: <http://www.mlg.com>

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN
LEWIS S. MELTZER
DENALD P. WOLF
CHARLESA. BLUM
ALAN L. MITTMAN
BRIAN S. CONNELLEY
JOSEPH KATZ
DAVID J. SCHNEFFER
RICHARD GABRIELE
STEPHEN W. SCHLISSEL
STEPHEN M. BREITSTONE

THOMAS J. HODMAN
ARNOLD S. KLEN
KEITH W. HERRINGHER III
ELENA KARABATOS
LORETTA M. GASTRICH
RONALD F. ROEPFLEIN
JONATHAN M. ROFEMAN
ALLAN BRAUNER
ALAN C. EDERER
JEFFREY A. MILLER
BRUCE J. GABRIELMAS

PLEASE REPLY TO MINEOLA

NEW YORK
249 EAST 48TH STREET
NEW YORK, NY 10017
TELEPHONE: (212) 614-0000

WRITER'S DIRECT EXT.

COUNSEL
BERNARD TANNENBAUM
RICHARD REICHLER
BARRY J. FISHER

JONATHAN D. FARNELL
JEFFREY A. FLEISCHMAN
MICHAEL H. MASSE
LAURA H. BRANDT

PRO
NY & CT

SFL
NY & ISRAEL

[ENGAGEMENT AGREEMENT]

26
B18
26.43

June 7, 1999

VIA TELEFAX 561-417-4470
Mr. Eliot Bernstein
IVIEWIT
500 S.E. Mizner Road
Suite 102
Boca Raton, Florida 33432

COPY VIA TELEFAX 561-487-3924
to Mr. Simon Bernstein

Re: Provisional Patent Application
Of : Eliot I. Bernstein
Entitled : APPARATUS AND METHOD FOR
PLAYING VIDEO FILES ACROSS THE
INTERNET
Our Ref. No. : 5865-4

Dear Mr. Bernstein:

You have requested that Meltzer, Lippe, Goldstein & Schlissel, P.C. represent you in general patent and intellectual property matters. Our patent and intellectual property fees will be based on an hourly rate of \$300.00 per hour and will be handled by Raymond A. Joao. The above legal fees do not include disbursements and expenses.

You are asked to pay us an initial retainer of \$3,000. Our firm has an intake committee which must approve the terms of your engagement of us. If the Committee does not accept the terms of the engagement and we are unable to agree upon revised terms, the initial retainer will be returned to you.



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

You agree that our invoices will be paid by you within twenty (20) days of the billing date stated on each invoice and that any past due amounts will accrue late charges (the rate is 1½% per month and is subject to change by us), calculated from the original invoice date.

You and the firm are agreeing to a Credit Limit for your matters. The credit limit is \$3,000. If at any time, the aggregate of (i) all outstanding bills rendered to you which are unpaid and (ii) the value of all unbilled time for services rendered by the Firm and the amount of all unbilled disbursements incurred in connection therewith, exceeds the Credit Limit you will be promptly notified that your account has exceeded the credit limit. When you have exceeded the Credit Limit, we will call you and ask for an immediate payment. You agree to make an immediate payment to bring your account well under the Credit Limit.

In the event that any bills rendered by the Firm are not paid when due, you hereby give your consent to our (i) immediately ceasing any and all work being performed by us for your account and/or (ii) our withdrawal from any further representation of you.

In the event of any dispute arising out of or relating to this agreement and/or the legal services rendered hereunder, the same shall be determined by binding arbitration in Nassau County, Long Island, New York, by an arbitrator chosen by the President of the Nassau County Bar Association who has significant experience in the field in which the legal services were rendered.

The Miscellaneous Rules attached hereto form a part of this Agreement.

We look forward to serving your legal needs and thank you for retaining our Firm.

THIS ENGAGEMENT AGREEMENT IS
ENTERED INTO THIS ____ DAY
OF _____, 199 ____.

MELTZER, LIPPE, GOLDSTEIN,
WOLF & SCHLISSEL, P.C.

By: 

Credit Limit \$3000.00 _____ (client initials)

I, _____, do hereby guaranty unconditionally the payment obligations of IVIEWIT pursuant to the aforementioned Engagement Agreement.



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

MISCELLANEOUS RULES

1. If, at any time, either (i) you elect to terminate the engagement of the Firm or (ii) the Firm elects to withdraw from the engagement, any excess of the initial retainer over the charges incurred by the Firm prior to the termination of the engagement will be refunded to you.

2. The hourly rates are exclusive of disbursements and charges incurred by the Firm on your behalf for such items as photocopies, word processing, computerized legal research, telecopying, messenger or overnight delivery service, long distance telephone charges, travel and, if applicable, filing fees and court costs, such as transcripts, index fees, etc. You will be billed separately for such disbursements.

Third-party disbursements are billed at 1.2 times actual cost. If you do not wish to pay 1.2 times for third-party disbursements, you may choose one of the following alternatives (please initial your selection):

☐

I hereby elect to deposit with you \$_____ to be held in a separate account out of which you will pay third-party disbursements.

☐

I request that you notify me each time a third-party disbursement must be paid and I will send you the appropriate check promptly upon receipt of your request. I understand that my selection of this procedure is likely to cause delays in the handling of my matter and such delay may adversely impact my matter. I relieve you of any responsibility for such delay.

3. The Firm will generally submit bills to you on a monthly basis, at which time you will also be provided with a summary of the work performed. In addition, we maintain at our office computer time and disbursement records, which will be available for your inspection.

4. If the Firm is successful in any proceeding to recover any sum due to the Firm, you hereby agree that you shall be



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

responsible for the payment of reasonable attorney's fees and costs and disbursements incurred in connection therewith.

5. The arbitration of any dispute will be conducted in accordance with the procedures in this Agreement and the American Arbitration Association Rules as in effect on the date of the Engagement. In the event of a conflict, the provisions of this Agreement will control.

Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrator. No potential arbitrator may serve unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitrator shall have no power to award punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction.

P:\PUBLIC\PATENT\BERNSTEIN\5865-4\

Fax 3 – This fax is unbelievable as well, transmitted to Lewin on the same day. Here we gain some real confusion with time stamps. The top time stamp is 14:14, the middle header states 14:12 and the document was printed on the same day 2:48pm. Somehow that time frame does not work with the document being transmitted before it is conceived. Now to add some folly (not Foley) the top tx report states 05/05 pages and the header letter states 7 on the same page. The remote station that this is transmitted too is my home fax number, yet the fax is headed to Gerry Lewin at Lewin & Rubenstein (note this is not the name of his firm Goldstein Lewin LLP is) and maybe this was a fax to his bud Rubenstein. 7 or 5 pages should be attached, we have 2.



TRANSMIT REPORT

1999-06-08 14:14

COM No.	REMOTE STATION	START TIME	DURATION	PAGES	RESULT	USER ID	REMARKS
698	561 417 4470	05-08 14:12	01'46	05/05	OK		

7459503358

LAW OFFICES
 MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
 INTELLECTUAL PROPERTY DEPARTMENT
 THE CHANCERY
 190 WILLIS AVENUE
 MINEOLA, NEW YORK 11501
 (516) 747-0300

SVK
 26.44
 319

DATE: June 8, 1999 TIME: 2:48pm
 Telecopier Message From: Raymond A. Joao, Esq.
 of Meltzer, Lippe, Goldstein & Schlissel, P.C.
 Please deliver the following pages to:

TO:	Gerry Lewin
COMPANY:	Lewin & Rubenstein
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	7
COMMENTS/INSTRUCTIONS:	
<p>Please see the attached letter which was sent via telefax to Eliot Bernstein yesterday.</p> <p>Also attached herewith is a bill for legal services rendered from March 29 to June 7, 1999. As you can see, the check in the amount of \$3,000 which was recently submitted was applied against legal fees incurred during that time period. If you wish, a copy of this bill will be sent to Eliot for his records as well.</p> <p>If you have any questions regarding the above, please do not hesitate to contact me.</p>	

Transmitting
 from a Panafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-9463. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY BE UNLAWFUL FOR OTHERS TO REVEAL OR DISCLOSE.



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
INTELLECTUAL PROPERTY DEPARTMENT
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: June 8, 1999 TIME: 2:48pm
Telecopier Message From: Raymond A. Joao, Esq.
of Meltzer, Lippe, Goldstein & Schlissel, P.C.
Please deliver the following pages to:

4v 26
26.45
689

TO:	Gerry Lewin
COMPANY:	Lewin & Rubenstein
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	7
COMMENTS/INSTRUCTIONS:	<p>Please see the attached letter which was sent via telefax to Eliot Bernstein yesterday.</p> <p>Also attached herewith is a bill for legal services rendered from March 29 to June 7, 1999. As you can see, the check in the amount of \$3,000 which was recently submitted was applied against legal fees incurred during that time period. If you wish, a copy of this bill will be sent to Eliot for his records as well.</p> <p>If you have any questions regarding the above, please do not hesitate to contact me.</p>

Transmitting
from a Panafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-9363. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.

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P:\PUBLIC\PATENT\BERNSTEIN\LEWIN.FAX



I View It – Private and Confidential

Fax 3 Part 2 – Now stuffed into another folder we found the following fax which appears to be the fax you just saw with all the pages. But once again nothing adds up. Note no transmission TX report.

Page 1

Top TX Time = 14:12 and a new header that has a blank from line, a transmission stamp of 608 and this time, **for the first time we find page numbers on all the transmitted pages, something you will not see again in his faxes.**

Note the differences in the fax TX header here and in the last example, these should be carbon copies but what you note is that they are not!!!!

Note how he cuts and pastes pieces of the header on the 2 documents including the account number.

Middle TX – MISSING

Cover Page TX = 2:48p, again document stamped at 2:48 and sent at 2:12, note that “do not” is spelled correctly here not donot.

Note that the TX states 01/05 pages, we will not see this again, normally 05/05 even on page 1, YET the cover page says 7 pages including cover. The transmission completes with page 05/05 and then two unidentified pages are attached that have no stamp to try and make it look like 7.

Note that the bill attached to this part versus part 1 is



FROM: 1 1999-06-08 14:12 #500 P.01/05

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
INTELLECTUAL PROPERTY DEPARTMENT
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

5/30
37/13
13N13

DATE: June 8, 1999 TIME: 2:48pm
Telecopier Message From: Raymond A. Joao, Esq.
of Meltzer, Lippe, Goldstein & Schlissel, P.C.
Please deliver the following pages to:

TO:	Gerry Lewin
COMPANY:	Lewin & Rubenstein
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	7
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P:\PUBLIC\PATENT\BERNSTEIN\LEWIN FAX

complete.



FROM :

1999-05-05 14:12 4508 P.02.00

LAW OFFICES

MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.

150 WILLIS AVENUE, MINECOLA, NY 11801

TELEPHONE: (516) 747-0900

FACSIMILE: (516) 747-0900

INTERNET: MGL/WWW.MGL.COM

RICHARD A. LIPPE
BENJAMIN A. GOLDSTEIN
LEWIS S. MELTZER
GERALD W. WOLF
CHARLES A. SCHLISSEL
ALAN J. WITKOWSKI
BRUCE S. CONNELLEY
DAVID J. SCHWARTZ
RICHARD GAMBELLI
STEPHEN W. WHEATSTONE

THOMAS J. MCDONNELL
ANDREW S. HILL
KEITH W. WEDENHUTHER, III
ELIZABETH M. WEDENHUTHER
LEONARD M. GUTWASSER
JONATHAN W. HOFFMAN
ALLAN GROSSBERG
ALAN C. COHEN
JEREMY T. HALLER
BRUCE J. LAMANAUSKAS

PLEASE REPLY TO MINECOLA

NEW YORK

345 EAST 48TH STREET

NEW YORK, NY 10017

TELEPHONE: (212) 814-9800

WHITFIELD DIRECT EXT.

BERNARD F. FINEBERG
RICHARD B. SCHLES
BARRY J. FISHER

WADSWORTH BRATTEN, JR.
ALAN C. BRIDGES

JONATHAN B. FARRELL
JEFFREY A. FELDCHMAN
MICHAEL H. HARRIS
JAMES R. SHANDY

DAVID S. GARDINER
PHILIP J. GARDINER, JR.
JENNIFER L. ROSENKRANTZ
CHAMBERLAIN

ALSO ADMITTED IN:

PA
NY
FL & ST

SP
PA & NY

June 7, 1999

37
37.184
BIN 13

VIA TELEFAX 561-417-4470
Mr. Eliot Bernstein
IVIEWIT
500 S.E. Mizner Road
Suite 102
Boca Raton, Florida 33432

Dear Eliot:

It was nice speaking with you this afternoon.

Transmitted herewith is the Retainer Agreement letter. We need to have this letter signed by you and returned to us via facsimile prior to Ray's visit with you this week.

Also, Ray will need to speak with Jerry Lewin about receiving additional funds which will be applied toward Ray's visit to your offices. Since Ray's hourly rate is \$300 and he will be spending at least four full days with you, and given your credit limit of \$3,000 our senior partner has requested that a sum of \$7,500 be forwarded to our firm, preferably via wire to our bank, and also prior to Ray's visit to your offices.

Our wire information is as follows:

European American Bank
Meltzer, Lippe, Goldstein and Schlissel
Operating Account
Bank A.B.A. Number 021-001486
Contact Person: Frank Mark or Deborah Antonucci



FROM :

1999.06-08 14:13 REOR 5.03 '02

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

Mr. Eliot Bernstein
June 7, 1999
Page 2

If you have any questions regarding the above, please do not
hesitate to contact Ray or myself.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN
& SCHLISSEL, P.C.

Nicole Eliseo-Pinou
Nicole Eliseo-Pinou

nep
Attachment

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BIN13

P:\PUBLIC\PATENT\BERNSTEIN\4\RETAINER LET



I View It – Private and Confidential

FROM :

1999-06-08 14:13 5606 P.04 OF

Mr. Eliot Bernstein
IVIEWIT
500 S.E. Mizner Road
Suite 102
Boca Raton, FL 33432
Attn: Eliot Bernstein
05865

June 7, 1999

37
37-116
5/13

For legal services rendered
through the month of June,
1999 and not previously billed:

Operatus & Method f/Providing Enhanced Digital Imagary from a Film Image	\$3,500.00	
Disbursements	<u>\$96.40</u>	\$3,596.40
LESS PREVIOUS CREDIT BALANCE		<u>(\$3,000.00)</u>
TOTAL THIS INVOICE		<u>\$596.40</u>

SEE ATTACHED DETAIL
RAJ



FROM :

1999-06-08 14:13 8506 P.O.R. 05

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
 190 Willis Avenue
 Mineola, NY 11501

June 7, 1999

Bill Number 00001
 Client Number 05865-00010

Mr. Eliot Bernstein
 IVIEWIT
 500 S.E. Mizner Road
 Suite 102
 Boca Raton, FL 33432
 Attn: Eliot Bernstein

37417
 JUN 13
 5237

Through June 7, 1999

Matter: Operatus & Method f/Providing Enhanced Digital
 Imagery from a Film Image
 Client Number 05865-00010

Date	Description	Time	Value
Raymond A. Joao 03/29/99	Conferences with Eliot Bernstein re: follow-up work re: Provisional Patent Application.	0.80 Hrs	\$240.00
04/05/99	Conference with Eliot Bernstein re: follow-up work re: Provisional Patent Application.	1.40 Hrs	\$420.00
04/07/99	Reviewed IVIEWIT CD ROM to identify intellectual property and related issues.	1.00 Hrs	\$300.00
04/22/99	Conference with E. Bernstein and Chris Wheeler re: scope of patent protection.	0.70 Hrs	\$210.00
05/11/99	Conference with E. Bernstein.	0.40 Hrs	\$120.00
05/12/99	Conference with J. Lewin and E. Bernstein; reviewed Non-Disclosure agreement and conferences with C. Wheeler of Proskauer Rose et al re non-disclosure agreement.	1.40 Hrs	\$420.00
06/01/99	Conference with IVIEWIT group and Proskauer; reviewed patent application and draft of new invention.	1.60 Hrs	\$480.00
06/02/99	Conference with E. Bernstein re: new invention and reviewed disclosures.	1.00 Hrs	\$300.00
06/03/99	Reviewed and revised summary description	2.10 Hrs	\$630.00

Page 1



Note how on this next page the reference number is 5865-10 which is not even created until 2000 according to Ray and has a patent in it. 6/7/99 5865-10 could not be existing since that is the PCT filing of 5865-1. This 5865-10 folder is very suspicious here!!!

Mr. Eliot Bernstein

Matter: Operatus & Method of providing Enhanced Digital Imagery from a Film Image
Client Number 05865-00010

Date	Description	Time	Value
Raymond A. Joao	of invention and prepared disclosure for provisional patent application; prepared and filed Provisional Patent Application.		
06/04/99	Reviewed non-disclosure agreement and conference with Chris Wheeler; attended to plans for trip to Florida to meet with E. Bernstein & C. Wheeler.	1.60 Hrs	\$460.00
ATTORNEY TOTAL		12.00 Hrs	\$3,600.00
			\$3,600.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao	12.00 Hrs	\$3,600.00	

	12.00 Hrs	\$3,600.00	
DISBURSEMENTS			
FILING FEES			
06/03/99	COMMISSIONER OF PTO	90.00	\$90.00
PHOTOCOPIES			
05/31/99	Photocopies	6.40	\$6.40
TOTAL DISBURSEMENTS			\$96.40

37.18
13.13
\$50.30

Page 2

Mr. Eliot Bernstein



FROM :

1999-05-09 14:12 #600 P.01-05

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
INTELLECTUAL PROPERTY DEPARTMENT
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

4037
37.13
BN13

DATE: June 8, 1999 TIME: 2:48pm
Teletypewriter Message From: Raymond A. Joao, Esq.
of Meltzer, Lippe, Goldstein & Schlissel, P.C.
Please deliver the following pages to:

TO:	Gerry Lewin
COMPANY:	Lewin & Rubenstein
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	7
COMMENTS/INSTRUCTIONS:	
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Transmitting
from a Parafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-9363. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-7044, extension 247.

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P:\PUBLIC\PATENT\BERNSTEIN\LEWIN FAX



FROM 1

1999-06-08 14:12 MSG P.02/05

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.

180 WILLIS AVENUE, MINEDOLA, NY 11801

TELEPHONE: (616) 747-0300

FACSIMILE: (616) 747-0883

INTERNET: MEL@WWW.MELGOW.COM

RICHARD A. LIPPE
SHELTON W. GOLDSTEIN
JAMES J. WOLF
CHARLES A. WOLF
ALAN L. WOLF
BRUCE J. WOLF
DAVID I. SCHWARTZ
STEPHEN W. SCHWARTZ
STEPHEN W. SCHWARTZ

BERNARD F. SCHWARTZ
RICHARD F. SCHWARTZ
HARRY J. FISHER

JONATHAN D. FARRER
JOSEPH A. FARRER
MICHAEL W. HARR
LAWRENCE H. HARR

PH
JW
JW:427

ALSO ADMITTED IN:

PA
NY
VT & ME

June 7, 1999

VIA TELEFAX 561-427-4470
Mr. Eliot Bernstein
IVIEWIT
500 S.E. Mizner Road
Suite 102
Boca Raton, Florida 33432

Dear Eliot:

It was nice speaking with you this afternoon.

Transmitted herewith is the Retainer Agreement letter. We need to have this letter signed by you and returned to us via facsimile prior to Ray's visit with you this week.

Also, Ray will need to speak with Jerry Lewin about receiving additional funds which will be applied toward Ray's visit to your offices. Since Ray's hourly rate is \$300 and he will be spending at least four full days with you, and given your credit limit of \$3,000 our senior partner has requested that a sum of \$7,500 be forwarded to our firm, preferably via wire to our bank, and also prior to Ray's visit to your offices.

Our wire information is as follows:

European American Bank
Meltzer, Lippe, Goldstein and Schlissel
Operating Account
Bank A.B.A. Number 021-001486
Contact Person: Frank Mark or Deborah Antonucci

PLEASE REPLY TO MINEDOLA
NEW YORK
FAX EAST 647-4470
TELEPHONE (616) 747-0300
WRITER & DIRECT EXT.

37
37.134
BIN 13



FROM :

1999.06-08 14:13 #608 P.03 '05

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

Mr. Eliot Bernstein
June 7, 1999
Page 2

If you have any questions regarding the above, please do not
hesitate to contact Ray or myself.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN
& SCHLISSEL, P.C.

Nicole Eliseo-Pinou
Nicole Eliseo-Pinou

nep
Attachment

37
37.15
BIN13

P:\PUBLIC\PATENT\BERNSTEIN\BIO-RETAINER LET



Note no letterhead on the item

FROM :

1999.06-08 14:13 #609 P.04/05

Mr. Eliot Bernstein
IVIEWIT
500 S.E. Mizner Road
Suite 102
Boca Raton, FL 33432
Attn: Eliot Bernstein
05865

June 7, 1999

37
37-16
Bw 13

For legal services rendered
through the month of June,
~~1999~~ and not previously billed:

Operatus & Method f/Providing Enhanced Digital	\$3,600.00	
Imagary from a Film Image		
Disbursements	<u>\$96.40</u>	\$3,696.40
LESS PREVIOUS CREDIT BALANCE		(\$3,000.00)
TOTAL THIS INVOICE		<u>\$696.40</u>

SEE ATTACHED DETAIL
RAJ



I View It – Private and Confidential

FROM :

1999.06-08 14:13 #608 P.05/05

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
190 Willis Avenue
Mineola, NY 11501

June 7, 1999

Bill Number 00001
Client Number 05865-00010

Mr. Eliot Bernstein
IVIEWIT
500 S.E. Mizner Road
Suite 102
Boca Raton, FL 33432
Attn: Eliot Bernstein

37.417
BIN 13
37

Through June 7, 1999

Matter: Operatus & Method f/Providing Enhanced Digital
Imagary from a Film Image
Client Number 05865-00010

Date	Description	Time	Value
Raymond A. Joao			
03/29/99	Conferences with Eliot Bernstein re: follow-up work re: Provisional Patent Application.	0.80 Hrs	\$240.00
04/05/99	Conference with Eliot Bernstein re: follow-up work re: Provisional Patent Application.	1.40 Hrs	\$420.00
04/07/99	Reviewed IVIEWIT CD ROM to identify intellectual property and related issues.	1.00 Hrs	\$300.00
04/22/99	Conference with E. Bernstein and Chris Wheeler re: scope of patent protection.	0.70 Hrs	\$210.00
05/11/99	Conference with E. Bernstein.	0.40 Hrs	\$120.00
05/12/99	Conference with J. Lewin and E. Bernstein; reviewed Non-Disclosure agreement and conferences with C. Wheeler of Proskauer Rose et al re non-disclosure agreement.	1.40 Hrs	\$420.00
06/01/99	Conference with IVIEWIT group and Proskauer; reviewed patent application and draft of new invention.	1.60 Hrs	\$480.00
06/02/99	Conference with E. Bernstein re: new invention and reviewed disclosure.	1.00 Hrs	\$300.00
06/03/99	Reviewed and revised summary description	2.10 Hrs	\$630.00

Page 1



Mr. Eliot Bernstein

Matter: Operatus & Method f/Providing Enhanced Digital
Imagary from a Film Image
Client Number 05865-00010

Date	Description	Time	Value
Raymond A. Joao	of invention and prepared disclosure for provisional patent application; prepared and filed Provisional Patent Application.		
06/04/99	Reviewed non-disclosure agreement and conference with Chris Wheeler; attended to plans for trip to Florida to meet with E. Bernstein & C. Wheeler.	1.60 Hrs	\$480.00
	ATTORNEY TOTAL	12.00 Hrs	\$3,600.00
			\$3,600.00
LEGAL SERVICES SUMMARY			
Raymond A. Joao	12.00 Hrs	\$3,600.00	

	12.00 Hrs	\$3,600.00	
DISBURSEMENTS			
FILING FEES			
06/03/99	COMMISSIONER OF PTO	90.00	\$90.00
PHOTOCOPIES			
05/31/99	Photocopies	6.40	\$6.40
	TOTAL DISBURSEMENTS		\$96.40

37.18
BwB
3637

Page 2

Mr. Eliot Bernstein



TOTAL FEES	3,600.00	TOTAL DISBURSEMENTS	96.40
LESS RETAINER	2,903.60	LESS RETAINER	96.40
BALANCE DUE	696.40	BALANCE DUE	
TOTAL FEES AND DISBURSEMENTS		3,696.40	

** MATTER SUMMARY **

MATTER	HOURS	VALUE	DISBURSEMENTS
00010 Operatus & Method f/Providing En	12.00	3,600.00	96.40
	12.00	3,600.00	96.40

** ATTORNEY/LEGAL ASSISTANT SUMMARY **

ATTORNEY/LEGAL ASSISTANT	HOURS	VALUE
Raymond A. Joao	12.00	3,600.00
	12.00	3,600.00

37.19
BIN 13
EV 37



Fax 4 - Now this fax tx is brand new from the prior and a different machine and account altogether. So the header states a time of transmission at 15:27 on 7/1 and the cover letter states that it was printed at 3:35pm on 7/1, again we have transmission prior to conception by 7 minutes, wait it get's worse. The tx states 5 pages sent ok and the cover document indicates 5 pages including cover. Yet 6 pages are attached, either the tx report can not count or the cover page can't. We will see in the following docs, lots of this wrong numbering.



 *** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1275
 CONNECTION TEL 15614174470
 SUBADDRESS
 CONNECTION ID
 ST. TIME 07/01 15:27
 USAGE T 01'45
 PGS. 5
 RESULT OK

LAW OFFICES
 MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
 THE CHANCERY
 190 WILLIS AVENUE
 MINEOLA, NEW YORK 11501
 (516) 747-0300

4076
 BING
 26.30

DATE: July 1, 1999 TIME: 3:35pm

Telecopier Message From:
 Nicole Eliseo-Pinou/Raymond A. Joao
 of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. ELIOT BERNSTEIN
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	5
COMMENTS/INSTRUCTIONS:	
<p>Attached herewith please find a Retainer Letter for General Intellectual Property matters. Please note that a copy has been sent via telefax to Stuart Kapp, Esq., of Proskauer, and also to Simon Bernstein.</p> <p>If you have any questions regarding the above, please donot hesitate to contact us.</p>	

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LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEBOLA, NEW YORK 11501
(516) 747-0300

DATE: July 1, 1999 TIME: 3:35pm

Telecopier Message From:
Nicole Eliseo-Pinou/Raymond A. Joao
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. ELIOT BERNSTEIN
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	5
COMMENTS/INSTRUCTIONS:	
<p>Attached herewith please find a Retainer Letter for General Intellectual Property matters. Please note that a copy has been sent via telefax to Stuart Kapp, Esq., of Proskauer, and also to Simon Bernstein.</p> <p>If you have any questions regarding the above, please donot hesitate to contact us.</p>	

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P:\PUBLIC\PATENT\BERNSTEIN



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0883

INTERNET: www.mlg.com

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN
LEWIS S. MELTZER
CHARLES A. SCHLISSEL
ALAN L. KETTER
BRIAN S. CONNELLY
JOSEPH KATZ
DAVID I. SCHAEFFER
RICHARD GARNELLE
STEPHEN W. SCHLISSEL
STEPHEN H. BREITSTONE

THOMAS J. MCGOWAN
ARNOLD S. KLEIN
KEVIN M. MCKINNEY
ELENA KARABOTOS
LORETTA M. SASTRICH
RONALD F. POTERLEIN
JONATHAN M. KOFFMAN
ALLAN GRAUBER
ALAN C. EISEN
JEFFREY A. MILLER
BRUCE J. ZABARASKAS

PLEASE REPLY TO MINEOLA

NEW YORK
240 EAST 48TH STREET
NEW YORK, NY 10017
TELEPHONE: (212) 614-9820

WRITER'S DIRECT EXT:

COUNSEL

BERNARD TANNENBAUM
RICHARD NECHLES
HERBERT W. SOLOMON, P.C.
BARRY J. FISHER
MADELYN SPATT SHULMAN

RAYMOND A. JOAO
DARY M. MELTZER
ALAN E. BENDER
FRANK J. MARTINEZ

[ENGAGEMENT AGREEMENT]

JONATHAN D. FARRELL
JEFFREY A. FLEISCHMAN
MARC T. FINER
MICHAEL H. NASH

GREG ZUCKER
PHILIP J. CARROLL, JR.
JENNIFER S. ROSENKRANTZ
ELIYAN TABAK

ALSO ADMITTED IN:

MA
NJ
NY & CT

IL
VT & ILLINOIS
REGISTERED PATENT ATTORNEY

July 1, 1999

VIA TELEFAX 561-417-4470
Mr. Eliot Bernstein
IVIEWIT
500 S.E. Mizner Road
Suite 102
Boca Raton, Florida 33432

COPY VIA TELEFAX 561-241-7145
to Stuart Kapp, Esq.
Proskauer Rose, LLP
COPY VIA TELEFAX 561-487-3924
Mr. Simon Bernstein

Re: General Intellectual Property Matters,
including but not limited to counsel, drafting,
preparation and filing of Patent Applications

Dear Mr. Bernstein:

IVIEWIT has requested that Meltzer, Lippe, Goldstein & Schlissel, P.C. represent IVIEWIT in general patent and intellectual property matters. Our patent and intellectual property fees will be based on an hourly rate of \$300.00 per hour and will be handled by Raymond A. Joao. The above legal fees do not include disbursements and expenses.

IVIEWIT is to pay us an initial retainer of \$3,000, in addition to satisfying all outstanding balances to date. Our firm has an intake committee which must approve the terms of IVIEWIT's engagement of us. If the Committee does not accept the terms of the engagement and we are unable to agree upon revised terms, any unused funds will be returned to IVIEWIT.

IVIEWIT agrees that our invoices will be paid within twenty (20) days of the billing date stated on each invoice and that any past due amounts will accrue late charges (the rate is 1 1/4% per



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

month and is subject to change by us), calculated from the original invoice date.

IVIEWIT and the firm are agreeing to a Credit Limit for IVIEWIT's matters. The credit limit is \$3,000. If at any time, the aggregate of (i) all outstanding bills rendered to IVIEWIT which are unpaid and (ii) the value of all unbilled time for services rendered by the Firm and the amount of all unbilled disbursements incurred in connection therewith, exceeds the Credit Limit IVIEWIT will be promptly notified that IVIEWIT's account has exceeded the credit limit. When IVIEWIT has exceeded the Credit Limit, we will call IVIEWIT and ask for an immediate payment. IVIEWIT agrees to make an immediate payment to bring IVIEWIT's account well under the Credit Limit.

In the event that any bills rendered by the Firm are not paid when due, IVIEWIT hereby consents to our (i) immediately ceasing any and all work being performed by us for IVIEWIT's account and/or (ii) our withdrawal from any further representation of IVIEWIT.

In the event of any dispute arising out of or relating to this agreement and/or the legal services rendered hereunder, the same shall be determined by binding arbitration in Nassau County, Long Island, New York, by an arbitrator chosen by the President of the Nassau County Bar Association who has significant experience in the field in which the legal services were rendered.

The Miscellaneous Rules attached hereto form a part of this Agreement.

We look forward to serving IVIEWIT's legal needs and thank you for retaining our Firm.

THIS ENGAGEMENT AGREEMENT IS
ENTERED INTO THIS ____ DAY
OF _____, 199 ____.

IVIEWIT

MELTZER, LIPPE, GOLDSTEIN,
WOLF & SCHLISSEL, P.C.

By: _____

By: _____

Print Name _____

Title: _____

Date: _____

Credit Limit \$3,000.00 _____ (client initials)



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

MISCELLANEOUS RULES

1. If, at any time, either (i) IVIEWIT elects to terminate the engagement of the Firm or (ii) the Firm elects to withdraw from the engagement, any excess funds remaining over the charges incurred by the Firm prior to the termination of the engagement will be refunded to IVIEWIT.

2. The hourly rates are exclusive of disbursements and charges incurred by the Firm on IVIEWIT's behalf for such items as photocopies, word processing, computerized legal research, telecopying, messenger or overnight delivery service, long distance telephone charges, travel and, if applicable, filing fees and court costs, such as transcripts, index fees, etc. IVIEWIT will be billed separately for such disbursements.

Third-party disbursements are billed at 1.2 times actual cost. If IVIEWIT does not wish to pay 1.2 times for third-party disbursements, IVIEWIT may choose one of the following alternatives (please initial your selection):

☐

I hereby elect to deposit with you \$_____ to be held in a separate account out of which you will pay third-party disbursements.

☐

I request that you notify me each time a third-party disbursement must be paid and IVIEWIT will send you the appropriate check promptly upon receipt of your request. IVIEWIT understands that IVIEWIT's selection of this procedure is likely to cause delays in the handling of my matter and such delay may adversely impact my matter. IVIEWIT relieves the Firm of any responsibility for such delay.

3. The Firm will generally submit bills to IVIEWIT on a monthly basis, at which time IVIEWIT will also be provided with a summary of the work performed. In addition, we maintain at our office computer time and disbursement records, which will be available for IVIEWIT's inspection.

4. If the Firm is successful in any proceeding to recover any sum due to the Firm, IVIEWIT hereby agrees that IVIEWIT



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

shall be responsible for the payment of reasonable attorney's fees and costs and disbursements incurred in connection therewith.

5. The arbitration of any dispute will be conducted in accordance with the procedures in this Agreement and the American Arbitration Association Rules as in effect on the date of the Engagement. In the event of a conflict, the provisions of this Agreement will control.

Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrator. No potential arbitrator may serve unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitrator shall have no power to award punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction.

P:\PUBLIC\PATENT\BERNSTEIN\VIEWRET.FRM

Fax 5 - On this next 7/1/99 fax to Stuart Kapp we have the new TX header is timed at 15:29 and the document is printed in the future at 3:37, 2 pages are attached.



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*****
*** TX REPORT ***
*****

TRANSMISSION OK

TX/RX NO          1278
CONNECTION TEL     15812417145
SUBADDRESS
CONNECTION ID
ST. TIME          07/01 15:29
USAGE T           01'46
PGS.              5
RESULT            OK
    
```

LAW OFFICES
 MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
 THE CHANCERY
 190 WILLIS AVENUE
 MINEOLA, NEW YORK 11501
 (516) 747-0300

DATE: July 1, 1999 TIME: 3:37pm

Telecopier Message From:
 Nicole Eliseo-Pinou/Raymond A. Joao
 of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	STUART KAPP, ESQ.
OF:	PROSKAUER ROSE, LLP
FAX NUMBER:	561-241-7145
NUMBER OF PAGES, INCLUDING THIS COVER PAGE: 5	
COMMENTS/INSTRUCTIONS:	
Please see attached.	
If you have any questions regarding the above, please do not hesitate to contact us.	

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LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINIBOLA, NEW YORK 11501
(516) 747-0300

DATE: July 1, 1999 TIME: 3:37pm

Telecopier Message From:
Nicole Eliseo-Pincou/Raymond A. Joao
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	STUART KAPP, ESQ.
OF:	PROSKAUER ROSE, LLP
FAX NUMBER:	561-241-7145
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	5
COMMENTS/INSTRUCTIONS:	
Please see attached.	
If you have any questions regarding the above, please donot hesitate to contact us.	

Transmitting from a Panafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-9363. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.

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Fax 6 – We are faxing the same document as the last 3 documents but this time to Simon Bernstein, the consistency appears (and be cautious here) in the message of the similar faxes in the spelling mistake donot instead of do not. But the TX header is now going to change again, again we get 3 time stamps.

Top TX – 15:05

Middle TX – 15:03, different than others

Document printed at 3:36pm, again this raises ?'s. 05/05 pages are listed as transmitted, 2 are attached.



TRANSMIT REPORT

1999-07-01 15:06

COM No.	REMOTE STATION	START TIME	DURATION	PAGES	RESULT	USER ID	REMARKS
958	561 487 3924	07-01 15:03	01'39	25/05	OK		

7499503368

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: July 1, 1999 TIME: 3:36pm

Telecopier Message From:
Nicole Eliseo-Pincou/Raymond A. Joao
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. SIMON BERNSTEIN
FAX NUMBER:	561-487-3924
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	5
COMMENTS/INSTRUCTIONS:	<p>Please see attached.</p> <p>If you have any questions regarding the above, please donot hesitate to contact us.</p>

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I View It – Private and Confidential

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: July 1, 1999 TIME: 3:36pm

Telecopier Message From:
Nicole Eliseo-Pinou/Raymond A. Joao
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. SIMON BERNSTEIN
FAX NUMBER:	561-487-3924
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	5
COMMENTS/INSTRUCTIONS:	<p>Please see attached.</p> <p>If you have any questions regarding the above, please donot hesitate to contact us.</p>

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Fax 7 - Next in this folder is a fax with 3 times stamps

Top TX stamp 12:05

Middle TX 12:03

Letter is time stamped 12:36, how does this occur that you print it at 12:36 and transmit at 12:05, we are now 31 minutes apart.

The TX report states 05/05 pages and the cover page indicates 5 including cover, yet 6 are transmitted. The Engagement agreement that is attached has no Meltzer Lippe letterhead on it as the others have????

Now what is really bizarre is that the fax is dated 8/2/99 and yet the spelling mistake donot carries over in the message on the cover page, and yet again on the 8/4/99 fax. A month has gone by and he either consistently



can't spell or he will say that it was a mistake in a template and that will not work for other reasons to one skilled in the art.



TRANSMIT REPORT

1999-08-02 12:05

COM No.	REMOTE STATION	START TIME	DURATION	PAGES	RESULT	USER ID	REMARKS
227	561 241 7145	08-02 12:03	01'40	05/25	OK		

7459603358

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINNEOLA, NEW YORK 11501
(516) 747-0300

DATE: August 2, 1999 TIME: 12:36pm

Telecopier Message From:
Nicole Eliseo-Pineu/Raymond A. Joao
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	STUART KAPP, ESQ.
OF:	PROSKAUER ROSE, LLP
FAX NUMBER:	561-241-7145
NUMBER OF PAGES, INCLUDING THIS COVER PAGE: 5	
COMMENTS/INSTRUCTIONS:	
Please see attached.	
If you have any questions regarding the above, please donot hesitate to contact us.	

Transmitting from a Parafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-9363. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.

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LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: August 2, 1999 TIME: 12:36pm

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of Meltzer, Lippe, Goldstein & Schlissel, P.C.

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[ENGAGEMENT AGREEMENT]

August 2, 1999

VIA TELEFAX 561-417-4470
Mr. Eliot Bernstein
IVIEWIT
500 S.E. Mizner Road
Suite 102
Boca Raton, Florida 33432

COPY VIA TELEFAX 561-241-7145
to Stuart Kapp, Esq.
Proskauer Rose, LLP

COPY VIA TELEFAX 561-487-3924
Mr. Simon Bernstein

Re: General Intellectual Property Matters,
including but not limited to counsel, drafting,
preparation and filing of Patent Applications

Dear Mr. Bernstein:

IVIEWIT has requested that Meltzer, Lippe, Goldstein & Schlissel, P.C. represent IVIEWIT in general patent and intellectual property matters. Our patent and intellectual property fees will be based on an hourly rate of \$300.00 per hour and will be handled by Raymond A. Joao. The above legal fees do not include disbursements and expenses.

IVIEWIT is to pay us an initial retainer of \$3,000, in addition to satisfying all outstanding balances to date. Our firm has an intake committee which must approve the terms of IVIEWIT's engagement of us. If the Committee does not accept the terms of the engagement and we are unable to agree upon revised terms, any unused funds will be returned to IVIEWIT.

IVIEWIT agrees that our invoices will be paid within twenty (20) days of the billing date stated on each invoice and that any past due amounts will accrue late charges (the rate is 1½% per



month and is subject to change by us), calculated from the original invoice date.

IVIEWIT and the firm are agreeing to a Credit Limit for IVIEWIT's matters. The credit limit is \$3,000. If at any time, the aggregate of (i) all outstanding bills rendered to IVIEWIT which are unpaid and (ii) the value of all unbilled time for services rendered by the Firm and the amount of all unbilled disbursements incurred in connection therewith, exceeds the Credit Limit IVIEWIT will be promptly notified that IVIEWIT's account has exceeded the credit limit. When IVIEWIT has exceeded the Credit Limit, we will call IVIEWIT and ask for an immediate payment. IVIEWIT agrees to make an immediate payment to bring IVIEWIT's account well under the Credit Limit.

In the event that any bills rendered by the Firm are not paid when due, IVIEWIT hereby consents to our (i) immediately ceasing any and all work being performed by us for IVIEWIT's account and/or (ii) our withdrawal from any further representation of IVIEWIT.

In the event of any dispute arising out of or relating to this agreement and/or the legal services rendered hereunder, the same shall be determined by binding arbitration in Nassau County, Long Island, New York, by an arbitrator chosen by the President of the Nassau County Bar Association who has significant experience in the field in which the legal services were rendered.

The Miscellaneous Rules attached hereto form a part of this Agreement.

We look forward to serving IVIEWIT's legal needs and thank you for retaining our Firm.

THIS ENGAGEMENT AGREEMENT IS
ENTERED INTO THIS ____ DAY
OF _____, 199 .

IVIEWIT

MELTZER, LIPPE, GOLDSTEIN,
WOLF & SCHLISSEL, P.C.

By: _____

By: _____

Print Name _____

Title: _____

Date: _____

Credit Limit \$3,000.00 _____ (client initials)



MISCELLANEOUS RULES

1. If, at any time, either (i) IVIEWIT elects to terminate the engagement of the Firm or (ii) the Firm elects to withdraw from the engagement, any excess funds remaining over the charges incurred by the Firm prior to the termination of the engagement will be refunded to IVIEWIT.

2. The hourly rates are exclusive of disbursements and charges incurred by the Firm on IVIEWIT's behalf for such items as photocopies, word processing, computerized legal research, telecopying, messenger or overnight delivery service, long distance telephone charges, travel and, if applicable, filing fees and court costs, such as transcripts, index fees, etc. IVIEWIT will be billed separately for such disbursements.

Third-party disbursements are billed at 1.2 times actual cost. If IVIEWIT does not wish to pay 1.2 times for third-party disbursements, IVIEWIT may choose one of the following alternatives (please initial your selection):

☐

I hereby elect to deposit with you \$_____ to be held in a separate account out of which you will pay third-party disbursements.

☐

I request that you notify me each time a third-party disbursement must be paid and IVIEWIT will send you the appropriate check promptly upon receipt of your request. IVIEWIT understands that IVIEWIT's selection of this procedure is likely to cause delays in the handling of my matter and such delay may adversely impact my matter. IVIEWIT relieves the Firm of any responsibility for such delay.

3. The Firm will generally submit bills to IVIEWIT on a monthly basis, at which time IVIEWIT will also be provided with a summary of the work performed. In addition, we maintain at our office computer time and disbursement records, which will be available for IVIEWIT's inspection.

4. If the Firm is successful in any proceeding to recover any sum due to the Firm, IVIEWIT hereby agrees that IVIEWIT



shall be responsible for the payment of reasonable attorney's fees and costs and disbursements incurred in connection therewith.

5. The arbitration of any dispute will be conducted in accordance with the procedures in this Agreement and the American Arbitration Association Rules as in effect on the date of the Engagement. In the event of a conflict, the provisions of this Agreement will control.

Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrator. No potential arbitrator may serve unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitrator shall have no power to award punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction.

P:\PUBLIC\PATENT\BERNSTEIN\VIEWRET.FRM

Fax 8 - OK this next one is another masterpiece. Sent 8/4/99. We have a completely new TX style at the top which indicates a date, time, and page number 001. This is 2 days after the last fax from Ray to Stuart.

Top TX – 16:42

Middle TX – 16:41

Cover page time 4:53, again this seems problematic.

On page 3 of the fax we get some more headers and footers at the top and bottom

top it states a day 8/10/99 (strange how this could be transmitted on 8/4/99 at 05:02p with my name and number and page 3

2nd new top is Proskauer stamp of 8/10/99, again in the future and page 04/07



on the bottom of 3 we have a new footer dated 8/4/99 at 16:55 page 02

Finally on page 5 it appears that no-less a new header is covered over under Proskauers

Note none of the page numbers for any of these match up or make any sense or end or start on the right numbers.

Most strikingly we have a tx on both the TX page and Cover page that claim 5 pages attached and this time we have 5 not 6 pages attached.

My signature is attached to the fax as well and dated the 10th.

Again, the donot spelling mistake stays with us.



08/04/99 WED 16:42 FAX		001
***** TX REPORT *****		
TRANSMISSION OK		
TX/RX NO	1937	
CONNECTION TEL		15612417145
SUBADDRESS		
CONNECTION ID		
ST. TIME	08/04 16:41	
USAGE T	01'47	
PGS.	5	
RESULT	OK	

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: August 4, 1999 TIME: 4:53pm

Telecopier Message From:
Nicole Eliseo-Pinou/Raymond A. Joao
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	STUART KAPP, ESQ.
OF:	PROSKAUER ROSE, LLP
FAX NUMBER:	561-241-7145
NUMBER OF PAGES, INCLUDING THIS COVER PAGE: 5	
<p>COMMENTS/INSTRUCTIONS:</p> <p>Please see attached.</p> <p>If the attached is agreeable to you, please forward a copy to Eliot Bernstein for his review, and have him return the copy to us.</p> <p>If you have any questions regarding the above, please donot hesitate to contact us.</p>	

Transmitting from a Panafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-0303. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.



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THE CHANCERY
190 WILLIS AVENUE
MINIBOLA, NEW YORK 11501
(516) 747-0300

DATE: August 4, 1999 TIME: 4:53pm

Telecopier Message From:
Nicole Eliseo-Pinou/Raymond A. Joao
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

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OF:	PROSKAUER ROSE, LLP
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AUG 10 99 05:02p E) I t Bernstein 561-417-4470 P. 4
AUG 10 1999 16:41 FR PROSKAUER ROSE 561 241 5200 TO 0408H40017001R41 P.05/07

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

that any past due amounts will accrue late charges (the rate is 1 1/2% per month and is subject to change by us), calculated from the original invoice date.

iviewit LLC and the firm are agreeing to a Credit Limit for iviewit LLC's matters. The credit limit is \$3,000. If at any time, the aggregate of (i) all outstanding bills rendered to iviewit LLC which are unpaid and (ii) the value of all unbilled time for services rendered by the Firm and the amount of all unbilled disbursements incurred in connection therewith, exceeds the Credit Limit iviewit LLC will be promptly notified that iviewit LLC's account has exceeded the credit limit. When iviewit LLC has exceeded the Credit Limit, we will call iviewit LLC and ask for an immediate payment. iviewit LLC agrees to make an immediate payment to bring iviewit LLC's account well under the Credit Limit.

In the event that any bills rendered by the Firm are not paid when due, iviewit LLC hereby consents to our (i) immediately ceasing any and all work being performed by us for iviewit LLC's account and/or (ii) our withdrawal from any further representation of iviewit LLC.

In the event of any dispute arising out of or relating to this agreement and/or the legal services rendered hereunder, the same shall be determined by binding arbitration in Nassau County, Long Island, New York, by an arbitrator chosen by the President of the Nassau County Bar Association who has significant experience in the field in which the legal services were rendered.

The Miscellaneous Rules attached hereto form a part of this Agreement.

We look forward to serving iviewit LLC's legal needs and thank you for retaining our Firm.

THIS ENGAGEMENT AGREEMENT IS
ENTERED INTO THIS DAY
OF , 199 .

iviewit LLC

MELTZER, LIPPE, GOLDSTEIN,
WOLF & SCHLISSEL, P.C.

By: [Signature]

By: _____

Print Name Eliot Bernstein

Title: Secretary

Date: 8/10/99

Credit Limit \$3,000.00 [Signature] (client initials)

AUG 04 1999 16:55

PAGE.03



Aug 10 99 05:03p Eliot Bernstein 5FV-417-4470 p.5
AUG 10 1999 16:41 FR PROSKAUER ROSE 561 241 5280 TO 8480H40017001H41 P.06/07

MELTZER, LIPFZ, GOLDSTEIN & SCHLISSEL, P.C.

MISCELLANEOUS RULES

1. If, at any time, either (i) iviewit LLC elects to terminate the engagement of the Firm or (ii) the Firm elects to withdraw from the engagement, any excess funds remaining over the charges incurred by the Firm prior to the termination of the engagement will be refunded to iviewit LLC.

2. The hourly rates are exclusive of disbursements and charges incurred by the Firm on iviewit LLC's behalf for such items as photocopies, word processing, computerized legal research, telecopying, messenger or overnight delivery service, long distance telephone charges, travel and, if applicable, filing fees and court costs, such as transcripts, index fees, etc. iviewit LLC will be billed separately for such disbursements.

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☐

I hereby elect to deposit with you \$_____ to be held in a separate account out of which you will pay third-party disbursements.

LLC
this

☐

I request that you notify me each time a third-party disbursement must be paid and iviewit LLC will send you the appropriate check promptly upon receipt of your request. iviewit understands that iviewit LLC's selection of procedure is likely to cause delays in the handling of my matter and such delay may adversely impact my matter. iviewit LLC relieves the Firm of any responsibility for such delay.

3. The Firm will generally submit bills to iviewit LLC on a monthly basis, at which time iviewit LLC will also be provided with a summary of the work performed. In addition, we maintain at our office computer time and disbursement records, which will be available for iviewit LLC's inspection.

4. If the Firm is successful in any proceeding to recover any sum due to the Firm, iviewit LLC hereby agrees that

AUG 04 1999 16:56

PAGE 04



Fax 8 part 2 - has behind it the engagement agreement which could explain if switch the cover pages of the last with the agreement a more logical connection but the headers and number of pages again will make no sense.
But you now have 6 pages transmitted and not 5.



08/04/99 WED 16:42 FAX

001

TX REPORT

TRANSMISSION OK

TX/RX NO 1937
CONNECTION TEL 15612417145
SUBADDRESS
CONNECTION ID
ST. TIME 08/04 16:41
USAGE T 01'47
PGS. 5
RESULT OK

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: August 4, 1999 TIME: 4:53pm

Telecopier Message From:
Nicole Eliseo-Pinou/Raymond A. Joao
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	STUART KAPP, ESQ.
OF:	PROSKAUER ROSE, LLP
FAX NUMBER:	561-241-7145
NUMBER OF PAGES, INCLUDING THIS COVER PAGE: 5	
<p>COMMENTS/INSTRUCTIONS:</p> <p>Please see attached.</p> <p>If the attached is agreeable to you, please forward a copy to Eliot Bernstein for his review, and have him return the copy to us.</p> <p>If you have any questions regarding the above, please donot hesitate to contact us.</p>	

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LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: August 4, 1999 TIME: 4:53pm

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LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINCOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

RICHARD A. LIPPE
SHELDON W. GOLDSTEIN
LEWIS S. MELTZER
CHARLES A. BILICH
ALAN L. WEINMAN
BRIAN S. CONNELLY
JOSEPH KATZ
DAVID I. SCHAFER
RICHARD GARNELLE
STEPHEN W. SCHLISSEL
STEPHEN M. BREITSTONE

THOMAS J. MCGOWAN
ARNOLD S. KLEIN
KEITH M. MCHUGH
ELENA KARABAYOS
LORETTA M. GASTWIRTH
RONALD F. FODERPLEIN
JONATHAN M. HOFFMAN
ALAN C. EVERSHED
JEFFREY A. MILLER
BRUCE J. SAMARUSKAN

PLEASE REPLY TO MINCOLA

NEW YORK
240 EAST 48TH STREET
NEW YORK, NY 10017
TELEPHONE: (212) 614-9880
WRITER'S DIRECT EXT.

BERNARD TANNENBAUM
RICHARD REICHLER
HERBERT W. SOLOVICH, P.C.
BARRY J. FISHER
MAGLEIN SPATT EISELMAN

[ENGAGEMENT AGREEMENT]

JONATHAN D. FARRELL
JEFFREY A. FLEISCHMAN
NANCY T. FINER
MICHAEL H. MASSI

RAYMOND A. JOAO
DARY M. MELLER
ALLAN E. BENDER
FRANK J. MARTINEZ
GREG ZUCKER
PHILIP J. CAMBELL JR.
JENNIFER S. ROSENKRANTZ
ETAN TABAK

* MA
* NJ
* NY & CT

ALSO ADMITTED IN:

NY & ISRAEL
REGISTERED PATENT ATTY

August 4, 1999

VIA TELEFAX 561-241-7145

Stuart Kapp, Esq.
Proskauer Rose, LLP
2255 Glades Road
Boca Raton, FL 33431-7360

Re: General Intellectual Property Matters,
including but not limited to counsel, drafting,
preparation and filing of Patent Applications

Dear Mr. Bernstein:

iviewit LLC has requested that Meltzer, Lippe, Goldstein & Schlissel, P.C. represent iviewit LLC in general patent and intellectual property matters. Our patent and intellectual property fees will be based on an hourly rate of \$300.00 per hour and will be handled by Raymond A. Joao. The above legal fees do not include disbursements and expenses.

iviewit LLC is to pay us an additional retainer of \$3,000, in addition to satisfying all outstanding balances to date, which, as of August 4, 1999 is \$8,548.04. Our firm has an intake committee which must approve the terms of iviewit LLC's engagement of us. If the Committee does not accept the terms of the engagement and we are unable to agree upon revised terms, any unused funds will be returned to iviewit LLC.

iviewit LLC agrees that our invoices will be paid within twenty (20) days of the billing date stated on each invoice and



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

that any past due amounts will accrue late charges (the rate is 1½% per month and is subject to change by us), calculated from the original invoice date.

iviewit LLC and the firm are agreeing to a Credit Limit for iviewit LLC's matters. The credit limit is \$3,000. If at any time, the aggregate of (i) all outstanding bills rendered to iviewit LLC which are unpaid and (ii) the value of all unbilled time for services rendered by the Firm and the amount of all unbilled disbursements incurred in connection therewith, exceeds the Credit Limit iviewit LLC will be promptly notified that iviewit LLC's account has exceeded the credit limit. When iviewit LLC has exceeded the Credit Limit, we will call iviewit LLC and ask for an immediate payment. iviewit LLC agrees to make an immediate payment to bring iviewit LLC's account well under the Credit Limit.

In the event that any bills rendered by the Firm are not paid when due, iviewit LLC hereby consents to our (i) immediately ceasing any and all work being performed by us for iviewit LLC's account and/or (ii) our withdrawal from any further representation of iviewit LLC.

In the event of any dispute arising out of or relating to this agreement and/or the legal services rendered hereunder, the same shall be determined by binding arbitration in Nassau County, Long Island, New York, by an arbitrator chosen by the President of the Nassau County Bar Association who has significant experience in the field in which the legal services were rendered.

The Miscellaneous Rules attached hereto form a part of this Agreement.

We look forward to serving iviewit LLC's legal needs and thank you for retaining our Firm.

THIS ENGAGEMENT AGREEMENT IS
ENTERED INTO THIS ____ DAY
OF _____, 199 ____.

iviewit LLC

MELTZER, LIPPE, GOLDSTEIN,
WOLF & SCHLISSEL, P.C.

By: _____

By: _____

Print Name _____

Title: _____

Date: _____

Credit Limit \$3,000.00 _____ (client initials)



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

MISCELLANEOUS RULES

1. If, at any time, either (i) iviewit LLC elects to terminate the engagement of the Firm or (ii) the Firm elects to withdraw from the engagement, any excess funds remaining over the charges incurred by the Firm prior to the termination of the engagement will be refunded to iviewit LLC.

2. The hourly rates are exclusive of disbursements and charges incurred by the Firm on iviewit LLC's behalf for such items as photocopies, word processing, computerized legal research, telecopying, messenger or overnight delivery service, long distance telephone charges, travel and, if applicable, filing fees and court costs, such as transcripts, index fees, etc. iviewit LLC will be billed separately for such disbursements.

Third-party disbursements are billed at 1.2 times actual cost. If iviewit LLC does not wish to pay 1.2 times for third-party disbursements, iviewit LLC may choose one of the following alternatives (please initial your selection):

☐

I hereby elect to deposit with you \$_____ to be held in a separate account out of which you will pay third-party disbursements.

LLC
this

☐

I request that you notify me each time a third-party disbursement must be paid and iviewit LLC will send you the appropriate check promptly upon receipt of your request. iviewit understands that iviewit LLC's selection of procedure is likely to cause delays in the handling of my matter and such delay may adversely impact my matter. iviewit LLC relieves the Firm of any responsibility for such delay.

3. The Firm will generally submit bills to iviewit LLC on a monthly basis, at which time iviewit LLC will also be provided with a summary of the work performed. In addition, we maintain at our office computer time and disbursement records, which will be available for iviewit LLC's inspection.

4. If the Firm is successful in any proceeding to recover any sum due to the Firm, iviewit LLC hereby agrees that



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

iviewit LLC shall be responsible for the payment of reasonable attorney's fees and costs and disbursements incurred in connection therewith.

5. The arbitration of any dispute will be conducted in accordance with the procedures in this Agreement and the American Arbitration Association Rules as in effect on the date of the Engagement. In the event of a conflict, the provisions of this Agreement will control.

Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrator. No potential arbitrator may serve unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitrator shall have no power to award punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction.

P:\PUBLIC\PATENT\VIEWIT\VIEWRET.FRM

Fax 9 – We have a fax from Ray to Lewin that is very interesting to note in that it is 4 pages that is supposed to be attached, what is attached is two of the missing pages from Fax 8 but not the signed pages which are supposed to be attached per the cover page.

Top TX time stamp = 11:31 and has page 001 stamped on it

Middle TX stamp = 11:30

Cover Page 12:41, very difficult to explain still

4 pages are attached and duly noted on both the TX and Cover page but no sig page

On page 3 we pick up a header from 8/10/99 at 5:02p pg1



On page 4 we pick up a top stamp of mine pg2

And a new Proskauer stamp dated 8.10.99 16:40 pg 02/07

And a bottom footer with 8/5/99 11:13am



08/18/99 WED 11:31 FAX

2001

***** *** TX REPORT *** *****		
TRANSMISSION OK		
TX/RX NO	2197	
CONNECTION TEL		15612410071
SUBADDRESS		
CONNECTION ID		
ST. TIME	08/18 11:30	
USAGE T	01'26	
PGS.	4	
RESULT	OK	

BIN 8
26.9
6026

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: August 18, 1999 TIME: 12:41pm
Telecopier Message From:
Nicole Eliseo-Pinou
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. GERALD LEWIN
FAX NUMBER:	561-241-0071
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	4
COMMENTS/INSTRUCTIONS:	
<p>As per your request, attached herewith please find the a copy of the recently signed retainer agreement between iviewit and Meltzer, Lippe, Goldstein.</p> <p>If you have any questions regarding the above, please do not hesitate to contact us.</p> <p>P.S. - When sending faxes to us, please use the following fax number - 516-747-9363. Thanks!</p>	

Transmitting from a Panafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-9363. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 267.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.

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LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
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Aug 10 99 05:02p

Eliot Bernstein

561-417-4470

p.1

CONFIDENTIAL

To the exclusive attention of:

Sent By: Eliot Bernstein

Recipient: Mr. Raymond Joao

Company: i-view-it.com

Company: Meltzer

Fax Number: 561-417-4470

Voice Number:

Voice Number: 561.417.8980

Fax Number: 15167479363

Date: 8/10/99

Time: 5:01:47 PM

Total No. Pages: 1

Subject:

Message:

Ray,

Retainer agreement.

Eliot



Aug 10 99 05:02p Eliot Bernstein 561-417-4470 p.2
AUG 10 1999 16:40 FR PROSKAUER ROSE 561 241 5280 TO 040840017001041 P.02/07

PROSKAUER ROSE LLP

2255 Blades Road
Suite 340 West
Boca Raton, FL 33431-7380
Telephone 561.241.7400
Elsewhere in Florida
800.432.7745
Fax 561.241.7745

NEW YORK
LOS ANGELES
WASHINGTON
ATLANTA
PARIS

Stuart T. Kapp
Attorney At Law
Direct Dial 561.995.4730
skapp@proskauer.com

August 5, 1999

Mr. Eliot I. Bernstein
iviewit, Inc.
500 SE Mizner Boulevard
Suite 102
Boca Raton, Florida 33432

Re: Meltzer, Lippe Engagement Agreement

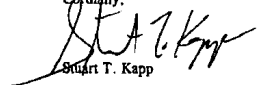
Dear Eliot:

Enclosed please find the revised Engagement Agreement on behalf of iviewit, LLC. As you will see, you are no longer personally guaranteeing the fees to the Meltzer, Lippe law firm. However, please note that upon execution of this Engagement Agreement the firm is requesting a retainer of \$3,000 as well as payment for all outstanding balances which are \$8,548.04 as of August 4, 1999.

Should you have any questions with respect to the foregoing, please call me.

Best regards.

Cordially,


Stuart T. Kapp

Enclosures
STK/lg

cc: Christopher C. Wheeler, Esq. (w/enclosure)

0408/40017-001 BRL0811237615 v1

08/05/99 11:13 AM (18143)

Fax 9 Part 2 – So to get the fax to have the correct paging and the signature page the cover refers to, you have to go back in time to 8/4/99 and grab the pieces in fax 8 part 1 that make no sense and add them here. But if you proceed with this logical step, the TX report and cover page will be markedly different. Then 7 pages would be transmitted instead as follows. Remember it is not together like this in the file.

Also, on page 3 you will see what appears to be my (Eliot) cover page, with this cover page we see what should be a pg 1 of 1 fax, also it has a stamp of my header at the top that shows it was sent to me by me on 8/10 at 5:02, even though the time on the cover is 5:01:47. Also there is some faint message to Nicole on it. Now what's amazing is that there is not only a next page but 4 more all numbered as if it were sent to myself from myself.



I View It – Private and Confidential

On page 4 we have a 8/5/99 letter from Stuart Kapp at Proskauer and we pick up a new time stamp from Proskauer at the top and bottom

Top 8/10/99 16:40 pg 02/07 and at the bottom we have 8/5/99 11:13am

Page 5 we have a 8/4/99 letter from Ray to Stuart and now the Proskauer stamp skips a page and is labeled 04/07. Also we pick up a new time stamp

Bottom new stamp is 8/4/99 16:55 with Page 02 listed

Page 6 - Also, if you go to the signature page I have signed it 8/10/99 but failed to fill in the date above, which seems weird why two dates. Also, it is being sent to Jerry by Ray as signed, yet he has not signed it and I have.?

Proskauer now at pages 05/07

Page 7 – Has a blacked out time stamp under Proskauers, you can see part. Proskauer is now on pg 06/07 and we are at the end of this fax.



08/18/99 WED 11:31 FAX

001

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 2197
CONNECTION TEL 15612410071
SUBADDRESS
CONNECTION ID
ST. TIME 08/18 11:30
USAGE T 01'28
PGS. 4
RESULT OK

Bin 8
26.9
4026

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: August 18, 1999 TIME: 12:41pm
Telecopier Message From:
Nicole Eliseo-Pinou
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

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NAME:	MR. GERALD LEWIN
FAX NUMBER:	561-241-0071
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LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINIBOLA, NEW YORK 11501
(516) 747-0300

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Aug 10 99 05:02p

Eliot Bernstein

561-417-4470

p.1

CONFIDENTIAL

To the exclusive attention of:

Sent By: Eliot Bernstein

Recipient: Mr. Raymond Joao

Company: i-view-it.com

Company: Meltzer

Fax Number: 561-417-4470

Voice Number:

Voice Number: 561.417.8980

Fax Number: 15167479363

Date: 8/10/99

Time: 5:01:47 PM

Total No. Pages: 1

Subject:

Message:

Ray,

Retainer agreement.

Eliot



Aug 10 99 05:02p Eliot Bernstein SPN-417-4470 P.2
AUG 10 1999 16:40 FR PROSKAUER ROSE 561 241 5288 TO 0408H40017001H41 P.02/07

PROSKAUER ROSE LLP

2255 Gledes Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elevenware In Florida
800.452.7746
Fax 561.241.7345

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
MIAMI

Stuart T. Kapp
Attorney At Law
Direct Dial 561.995.4730
skapp@proskauer.com

August 5, 1999

Mr. Eliot I. Bernstein
iviewit, Inc.
500 SE Mizner Boulevard
Suite 102
Boca Raton, Florida 33432

Re: Meltzer, Lippe Engagement Agreement

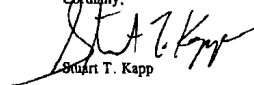
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Best regards.

Cordially,


Stuart T. Kapp

Enclosures
STK/ig

cc: Christopher C. Wheeler, Esq. (w/enclosure)

0408/40017-001 BRL01/237615 v1

08/05/99 11:13 AM (18143)



Aug 10 99 05:02p E: t Bernstein 511-417-4470 P.3
 AUG 18 1999 16:41 FR PROSKAUER ROSE 561 241 5280 TO 0420H40017001H41 P.04/07

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

150 WILLIS AVENUE, MINNEOLA, NY 11501
 TELEPHONE: (516) 747-0300
 FACSIMILE: (516) 747-0883
 INTERNET: WWW.MLG.COM

STANLEY A. LIPPE THOMAS J. GOLDSTEIN
 BRADLEY D. GOLDSTEIN ARTHUR A. LIPPE
 LORNE E. SCHLISSEL JEFFREY A. GOLDSTEIN
 CHRISTOPHER A. LIPPE JAMES A. LIPPE
 NANCY L. LIPPE LORETTA A. LIPPE
 BRUCE A. LIPPE JENNIFER A. LIPPE
 JENNIFER LIPPE JENNIFER A. LIPPE
 BRUCE A. LIPPE ALAN C. LIPPE
 BRADLEY D. GOLDSTEIN JENNIFER A. LIPPE
 STANLEY A. LIPPE BRUCE A. LIPPE

PLEASE REPLY TO MINNEOLA
 NEW YORK
 145 EAST 45TH STREET
 NEW YORK, NY 10017
 TELEPHONE: (212) 610-0000
 INTERNET: WWW.MLG.COM

[ENGAGEMENT AGREEMENT]

STANLEY A. LIPPE THOMAS J. GOLDSTEIN
 BRADLEY D. GOLDSTEIN ARTHUR A. LIPPE
 LORNE E. SCHLISSEL JEFFREY A. GOLDSTEIN
 CHRISTOPHER A. LIPPE JAMES A. LIPPE
 NANCY L. LIPPE LORETTA A. LIPPE
 BRUCE A. LIPPE JENNIFER A. LIPPE
 JENNIFER LIPPE JENNIFER A. LIPPE
 BRUCE A. LIPPE ALAN C. LIPPE
 BRADLEY D. GOLDSTEIN JENNIFER A. LIPPE
 STANLEY A. LIPPE BRUCE A. LIPPE

STANLEY A. LIPPE THOMAS J. GOLDSTEIN
 BRADLEY D. GOLDSTEIN ARTHUR A. LIPPE
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 NANCY L. LIPPE LORETTA A. LIPPE
 BRUCE A. LIPPE JENNIFER A. LIPPE
 JENNIFER LIPPE JENNIFER A. LIPPE
 BRUCE A. LIPPE ALAN C. LIPPE
 BRADLEY D. GOLDSTEIN JENNIFER A. LIPPE
 STANLEY A. LIPPE BRUCE A. LIPPE

August 4, 1999

STANLEY A. LIPPE THOMAS J. GOLDSTEIN
 BRADLEY D. GOLDSTEIN ARTHUR A. LIPPE
 LORNE E. SCHLISSEL JEFFREY A. GOLDSTEIN
 CHRISTOPHER A. LIPPE JAMES A. LIPPE
 NANCY L. LIPPE LORETTA A. LIPPE
 BRUCE A. LIPPE JENNIFER A. LIPPE
 JENNIFER LIPPE JENNIFER A. LIPPE
 BRUCE A. LIPPE ALAN C. LIPPE
 BRADLEY D. GOLDSTEIN JENNIFER A. LIPPE
 STANLEY A. LIPPE BRUCE A. LIPPE

VIA TELEFAX 561-241-7345
 Stuart Kapp, Esq.
 Proskauer Rose, LLP
 2255 Glades Road
 Boca Raton, FL 33431-7360

Re: General Intellectual Property Matters,
 including but not limited to counsel, drafting,
 preparation and filing of Patent Applications

Dear Mr. Bernstein:

Iviewit LLC has requested that Meltzer, Lippe, Goldstein & Schlissel, P.C. represent Iviewit LLC in general patent and intellectual property matters. Our patent and intellectual property fees will be based on an hourly rate of \$300.00 per hour and will be handled by Raymond A. Joao. The above legal fees do not include disbursements and expenses.

Iviewit LLC is to pay us an additional retainer of \$3,000, in addition to satisfying all outstanding balances to date, which, as of August 4, 1999 is \$8,548.04. Our firm has an intake committee which must approve the terms of Iviewit LLC's engagement of us. If the Committee does not accept the terms of the engagement and we are unable to agree upon revised terms, any unused funds will be returned to Iviewit LLC.

Iviewit LLC agrees that our invoices will be paid within twenty (20) days of the billing date stated on each invoice and

AUG 04 1999 16:55

PAGE 02



Aug 10 99 05:02p EJ Bernstein 57-417-4470 p.4
 AUG 10 1999 16:41 FR PROSKAUER ROSE 561 241 5280 TO 0408H40017001H41 P.05/07

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

that any past due amounts will accrue late charges (the rate is 1 1/4% per month and is subject to change by us), calculated from the original invoice date.

iviewit LLC and the firm are agreeing to a Credit Limit for iviewit LLC's matters. The credit limit is \$3,000. If at any time, the aggregate of (i) all outstanding bills rendered to iviewit LLC which are unpaid and (ii) the value of all unbilled time for services rendered by the Firm and the amount of all unbilled disbursements incurred in connection therewith, exceeds the Credit Limit iviewit LLC will be promptly notified that iviewit LLC's account has exceeded the credit limit. When iviewit LLC has exceeded the Credit Limit, we will call iviewit LLC and ask for an immediate payment. iviewit LLC agrees to make an immediate payment to bring iviewit LLC's account well under the Credit Limit.

In the event that any bills rendered by the Firm are not paid when due, iviewit LLC hereby consents to our (i) immediately ceasing any and all work being performed by us for iviewit LLC's account and/or (ii) our withdrawal from any further representation of iviewit LLC.

In the event of any dispute arising out of or relating to this agreement and/or the legal services rendered hereunder, the same shall be determined by binding arbitration in Nassau County, Long Island, New York, by an arbitrator chosen by the President of the Nassau County Bar Association who has significant experience in the field in which the legal services were rendered.

The Miscellaneous Rules attached hereto form a part of this Agreement.

We look forward to serving iviewit LLC's legal needs and thank you for retaining our Firm.

THIS ENGAGEMENT AGREEMENT IS
 ENTERED INTO THIS ____ DAY
 OF _____, 199__.

iviewit LLC

MELTZER, LIPPE, GOLDSTEIN,
 WOLF & SCHLISSEL, P.C.

By: _____

By: _____

Print Name EJ Bernstein

Title: Secretary

Date: 8/10/99

Credit Limit \$3,000.00 ELB (client initials)

AUG 04 1999 16:55

PAGE 03



Aug 10 99 05:03p E) St Bernstein 561-417-4470 P.5
AUG 10 1999 16:41 FR PROSKAUER ROSE 561 241 5280 TO 0408H40017001H41 P.06/07

MALTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

MISCELLANEOUS RULES

1. If, at any time, either (i) iviewit LLC elects to terminate the engagement of the Firm or (ii) the Firm elects to withdraw from the engagement, any excess funds remaining over the charges incurred by the Firm prior to the termination of the engagement will be refunded to iviewit LLC.

2. The hourly rates are exclusive of disbursements and charges incurred by the Firm on iviewit LLC's behalf for such items as photocopies, word processing, computerized legal research, telecopying, messenger or overnight delivery service, long distance telephone charges, travel and, if applicable, filing fees and court costs, such as transcripts, index fees, etc. iviewit LLC will be billed separately for such disbursements.

Third-party disbursements are billed at 1.2 times actual cost. If iviewit LLC does not wish to pay 1.2 times for third-party disbursements, iviewit LLC may choose one of the following alternatives (please initial your selection):

☐

I hereby elect to deposit with you \$ _____ to be held in a separate account out of which you will pay third-party disbursements.

☐

LLC
this

I request that you notify me each time a third-party disbursement must be paid and iviewit LLC will send you the appropriate check promptly upon receipt of your request. iviewit understands that iviewit LLC's selection of procedure is likely to cause delays in the handling of my matter and such delay may adversely impact my matter. iviewit LLC relieves the Firm of any responsibility for such delay.

3. The Firm will generally submit bills to iviewit LLC on a monthly basis, at which time iviewit LLC will also be provided with a summary of the work performed. In addition, we maintain at our office computer time and disbursement records, which will be available for iviewit LLC's inspection.

4. If the Firm is successful in any proceeding to recover any sum due to the Firm, iviewit LLC hereby agrees that

AUG 24 1999 16:56

PAGE.04

EMAIL - The next item is not a fax but a very strange email printout with no dates or email headers, highly unlikely. Also, my name is indented here which means I am replying inside the body of another message. But there is no way this could occur without revealing the other message. This message occurs way before regarding the 3CCD chip but he is obviously trying to say this happened later to match when he might have added it to a patent.



i  view  it.com



[Eliot] Ray the following needs to be added to the statements regarding capture of the video onto the actual first generation tape. Please add this statement ASAP to all video patents. Good luck in your meetings!

Ray, Can you please enter into video patents the need for capturing motion using 3CCD chips.

Thanks - Eliot



Eliot

i  view  it.com

500 SE Mizner Boulevard

Suite 102

Boca Raton, FL 33432

561.417.8980

800.519.0234

www.iviewit.com

viewmaster@iviewit.com

****Internet Email Confidentiality Footer****

Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not open, copy or deliver this message and/or any attachments to anyone.

In such case, you should destroy this message and kindly notify the sender (viewmaster@iviewit.com) by

reply email. Please advise immediately if you or your employer does not consent

to Internet email for messages of this kind. Opinions, conclusions and other

information in this message that do not relate to the official business of my

file:///C:/WINDOWS/TEMP/ATT00014.html

9/22/99

firm shall be understood as neither given nor endorsed by it. If you have any questions or need additional information please
contact us at 800.519.0234.

file://C:\WINDOWS\TEMP\ATT00014.html

9/22/99

I View It – Private and Confidential

Fax 10 – This fax dated 12/20/99 is a whole new twist on cover pages, etc.

Top Header – 10:02 page 001

Middle Header – 12/20 at 16:02

Cover Page – 12/20/99 MISSING TIME STAMP

Also the Meltzer letterhead is missing disclosure, time stamp, message box, totally different. Ok 3 pages including the cover but 2 pages are not following the cover???



12/20/99 MON 16:02 FAX 001

** TX REPORT **

TRANSMISSION OK

TX/RX NO 4745
CONNECTION TEL 15612417145
SUBADDRESS
CONNECTION ID
ST. TIME 12/20 16:02
USAGE T 00'49
PGS. 3
RESULT OK

Law Offices
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
190 WILLIS AVENUE, MINEOLA, NY 11501
(516) 747-0300
Facsimile (516) 747-9363

DATE: December 20, 1999

Telecopier Message From Raymond A. Joao, Esq. of Meltzer, Lippe, Goldstein & Schlissel, P.C.

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Gayle Coleman

FAX NUMBER: (561) 241-7145

NUMBER OF PAGES INCLUDING THIS COVER PAGE: 3

MESSAGE:

Pursuant to our conversation of today, enclosed please find the information you requested.

Please let me know if you need any additional information.

Rav



Law Offices
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
190 WILLIS AVENUE, MINEOLA, NY 11501
(516) 747-0300
Facsimile (516) 747-9363

DATE: December 20, 1999

Telecopier Message From **Raymond A. Joao, Esq.** of Meltzer, Lippe, Goldstein & Schlissel, P.C.

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Gayle Coleman

FAX NUMBER: (561) 241-7145

NUMBER OF PAGES INCLUDING THIS COVER PAGE: 3

MESSAGE:

Pursuant to our conversation of today, enclosed please find the information you requested.

Please let me know if you need any additional information.

Ray

Transmitting from a Xerox 7021 Telecopier. The fax number is (516) 747-9363. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300 ext. 248.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.

1960991.1



DRAFT

PROPRIETARY TECHNOLOGY AND PATENTS PENDING

Iviewit.com has an extensive portfolio of proprietary technologies in the fields of image and video data processing as well as proprietary technology for network delivery systems for delivering its proprietary image and video data and information from a network-based computer platform.

To date, Iviewit.com, through its founder Eliot Bernstein, currently holds eight patents pending in the fields of image and video processing, image and video file transmission over a communication network, and video data processing and transmission in a communication network. Iviewit.com will aggressively seek to procure patent protection in the United States and abroad for its patent pending technologies.

Iviewit.com has adopted a two-prong approach to building an extensive patent portfolio. The Company plans to aggressively develop and seek patent protection for its own proprietary technologies. The Company will further seek to improve upon existing technologies as these technologies come to the market. While patent pending status does not, in itself, guarantee that a patent will ultimately issue, or that an issued patent will not face a judicial challenge in the Courts or an administrative challenge in the U.S. Patent & Trademark Office, the Company believes that the pending claims in its patent applications are well supported and will provide the Company with broad patent protection. The Company further believes that its proprietary technologies, and related trade secrets, provide it with a substantial competitive advantage.

Fax 11 – Here we have what follows fax 10 and is two days later but there is no cover page for this date or anything and we have only page 02 and 10

Yet we have on the first page a new header for Joao from yet another fax machine with his name on it this time and from a new number (we should check records for this number 914-969-2992).

Remember the first page letter to Gayle Coleman I think this is used elsewhere at the time of 5865-2 fed'x letter that makes no sense.

The second page 10 is an assignment form for 5865-8 (60/169,559)





Dear Gayle:

Please find transmitted herewith the Assignment papers for the Iviewit patent applications. Please note that the 5865-1, 5865-3 and 5865-4 applications, which were previously assigned to Iviewit LLC, will now be assigned to Iviewit Holdings, Inc. and, according, the Assignments must be signed by Brian Utley. The other applications will be assigned from Eliot Bernstein directly to Iviewit Holdings, Inc. and, accordingly, the respective Assignments require Eliot's signature.

Please also have the assignments notarized. Once we receive the executed Assignments, we will record them with the U.S. Patent & Trademark Office.

If you have any questions, please don't hesitate to contact me.



/1999 09:18 9149692992

RAYMOND A. JOA

PAGE 10

Attorney Docket No. 5865-8

ASSIGNMENT OF PATENT APPLICATION

For value received, the undersigned sell(s), assign(s) and transfer(s) to:
 Hewitt Holdings, Inc.,
 a corporation organized under the laws of _____;
 and having a place of business at: One Boca Place
 2255 Glades Road
 Suite 337 West
 Boca Raton, Florida 33431

and to Assignee's successors, assigns and legal representatives or nominees as it may designate (collectively, hereinafter, "Assignee"), the entire right, title and interest, for:

— The United States of America and its Territories and Commonwealth and Possessions ☒ All countries throughout the world

in and to all inventions and improvements disclosed in an application for United States Patent entitled:

APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES AND/OR VIDEO FILES

The above-entitled United States Provisional Patent application was:

— executed by the undersigned on: _____

☒ filed in the United States Patent and Trademark Office on: December 8, 1999
 and assigned serial number: 60/169,559
 filed as PCT International Application No.: _____
 on: _____

The undersigned assign(s) the rights for all patents, divisions, reissues, reexamination certificates, continuing applications and extensions thereof, together with the right of priority of any earlier corresponding patent application filed by the undersigned in the United States or elsewhere.

The undersigned covenant(s) that the rights and property conveyed by this Assignment are free and clear of any encumbrance, and that the undersigned have (has) full right to convey the rights and property as expressed herein.

The undersigned authorize(s) and request(s) that any and all patents on the aforesaid inventions be issued to Assignee.

The undersigned agree(s), when requested, without further charge to Assignee but at its expense, to communicate to Assignee or its representatives all facts known to the undersigned regarding the aforesaid inventions and improvements, testify in any legal proceeding, sign all papers, make all rightful oaths or declarations, execute all divisional, continuing, re-examination and reissue applications and generally perform all acts, which may be necessary, desirable or convenient, to aid Assignee in securing, maintaining and enforcing patents for the aforesaid inventions and improvements in the aforesaid countries, and for vesting title thereto in Assignee.

Date:

By:

~~Eliot I. Bernstein~~
 Eliot I. Bernstein

194450.1



I View It – Private and Confidential

Fed'x Letter - Now the letter to Gayle that was page 02 of 10? of the last fax with no cover, appears on the next letter that goes fed'x but it is a letter regarding the provisional patents not the assignments and the provisional applications are not enclosed as the letter indicates but the assignments are which are part of the fax from two days earlier??

There is also a new stamp on the letter from Meltzer 4191 2955 0915, never have seen this?



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

180 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0853

INTERNET: www.mlg.com

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN
LEWIS S. MELTZER
CHARLES A. BLUCH
ALAN L. MITTMAN
BRIAN S. CONNELLY
JOSEPH KATZ
DAVID J. SCHAFFER
RICHARD GABRIELE
STEPHEN W. SCHLISSEL

COUNSEL

BERNARD TANNENBAUM
GABRIEL S. KOHN
RICHARD REICHLER
HERBERT W. SOLOMON, P.C.
GERALD P. HALPERN
BARRY J. FISHER

NICHOLAS J. SCHAFFER
JONATHAN D. FARRELL
NORL C. BORILLA
JEFFREY A. FLEISCHMAN
MARCT F. FINER

MATTHEW SPATT SHULMAN
RAYMOND A. JOHNS
MITCHELL H. LEVITIN
GARY M. MELTZER
ALLAN E. BINDER
FRANK J. MARTINEZ

4191 2965 0915

WRITER'S DIRECT EXT:

December 22, 1999

B27
26.8
EV 26

ALSO ADMITTED IN:
* MA
* FL
* NJ & CT

VIA FEDERAL EXPRESS

Ms. Gayle Coleman
Proskauer Rose LLP
2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360

Re: Provisional Patent Applications
Entitled : APPARATUS AND METHOD FOR PRODUCING
ENHANCED DIGITAL IMAGES
Our Ref. No. : 5865-1
Entitled : APPARATUS AND METHOD FOR PRODUCING
ENHANCED VIDEO IMAGES
Our Ref. No. : 5865-3
Entitled : APPARATUS AND METHOD FOR PLAYING
VIDEO FILES ACROSS THE INTERNET
Our Ref. No. : 5865-4
Entitled : APPARATUS AND METHOD FOR PROVIDING
AND/OR FOR TRANSMITTING VIDEO DATA
AND/OR INFORMATION IN A
COMMUNICATION NETWORK
Our Ref. No. : 5865-4.1
Entitled : APPARATUS AND METHOD FOR PRODUCING
ENHANCED DIGITAL IMAGES
AND/OR DIGITAL VIDEO FILES
Our Ref. No. : 5865-5

190937.1



MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

Ms. Gayle Coleman
Proskauer Rose LLP
December 22, 1999
Page 2

Entitled	:	APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES
Our Ref. No.	:	5865-6
Entitled	:	APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES AND/OR VIDEO FILES
Our Ref. No.	:	5865-7
Entitled	:	APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES AND/OR VIDEO FILES
Our Ref. No.	:	5865-8

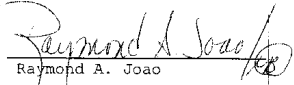
Dear Gayle:

Please find transmitted herewith the Assignment papers for the iviewit patent applications. Please note that the 5865-1, 5865-3, 5865-4 applications, which were previously assigned to iviewit LLC, will now be assigned to iviewit Holdings, Inc. and, accordingly, the Assignments must be signed by Brian Utley. The other applications will be assigned from Eliot Bernstein directly to iviewit Holdings, Inc. and, accordingly, the respective Assignments require Eliot's signature.

Please also have the Assignments notarized. Once we receive the executed Assignments, we will record them with the U.S. Patent and Trademark Office.

If you have any questions, please do not hesitate to contact me.

Sincerely yours,

By: 
Raymond A. Joao

RAJ/mb
Encs.
(Dictated but not reviewed)

196937.1



Attorney Docket No. 5865-1

ASSIGNMENT OF PATENT APPLICATION

For value received, the undersigned sell(s), assign(s) and transfer(s) to:
iviewit Holdings, Inc.
a corporation organized under the laws of _____
and having a place of business at:

One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

and to Assignee's successors, assigns and legal representatives or nominees as it may designate (collectively,
hereinafter, "Assignee"), the entire right, title and interest, for:

— The United States of America and Its Territories and Commonwealth and Possessions ☒ All countries throughout the world

in and to all inventions and improvements disclosed in an application for United States Patent entitled:

APPARATUS AND METHOD FOR PRODUCING ENHANCED DIGITAL IMAGES

The above-entitled United States Provisional Patent application was:

— executed by the undersigned on: _____

☒ filed in the United States Patent and Trademark Office on: March 24, 1999
and assigned serial number: 60/125,824
filed as PCT International Application No. :
on: _____

The undersigned assign(s) the rights for all patents, divisions, reissues, reexamination certificates, continuing applications and extensions thereof, together with the right of priority of any earlier corresponding patent application filed by the undersigned in the United States or elsewhere.

The undersigned covenant(s) that the rights and property conveyed by this Assignment are free and clear of any encumbrance, and that the undersigned have (has) full right to convey the rights and property as expressed herein.

The undersigned authorize(s) and request(s) that any and all patents on the aforesaid inventions be issued to Assignee.

The undersigned agree(s), when requested, without further charge to Assignee but at its expense, to communicate to Assignee or its representatives all facts known to the undersigned regarding the aforesaid inventions and improvements, testify in any legal proceeding, sign all papers, make all rightful oaths or declarations, execute all divisional, continuing, re-examination and reissue applications and generally perform all acts, which may be necessary, desirable or convenient, to aid Assignee in securing, maintaining and enforcing patents for the aforesaid inventions and improvements in the aforesaid countries, and for vesting title thereto in Assignee.

iviewit LLC

Date: _____

By: _____
Brian Utley

Title: _____

196819.1



Attorney Docket No. 5865-3

ASSIGNMENT OF PATENT APPLICATION

For value received, the undersigned sell(s), assign(s) and transfer(s) to:
a corporation organized under the laws of Iviewit Holdings, Inc.
and having a place of business at:

One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

and to Assignee's successors, assigns and legal representatives or nominees as it may designate (collectively, hereinafter, "Assignee"), the entire right, title and interest, for:

— The United States of America and its Territories and Commonwealth and Possessions ☒ All countries throughout the world

in and to all inventions and improvements disclosed in an application for United States Patent entitled:

APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES

The above-entitled United States Provisional Patent application was:

— executed by the undersigned on: _____

☒ filed in the United States Patent and Trademark Office on: June 3, 1999
and assigned serial number: 60/137,297
filed as PCT International Application No. :
on: _____

The undersigned assign(s) the rights for all patents, divisions, reissues, reexamination certificates, continuing applications and extensions thereof, together with the right of priority of any earlier corresponding patent application filed by the undersigned in the United States or elsewhere.

The undersigned covenant(s) that the rights and property conveyed by this Assignment are free and clear of any encumbrance, and that the undersigned have (has) full right to convey the rights and property as expressed herein.

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Iviewit LLC

Date: _____

By: _____

Brian Utley

Title: _____

196825.1



Attorney Docket No. 5865-4

ASSIGNMENT OF PATENT APPLICATION

For value received, the undersigned sell(s), assign(s) and transfer(s) to:
a corporation organized under the laws of Iviewit Holdings, Inc.
and having a place of business at:

One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

and to Assignee's successors, assigns and legal representatives or nominees as it may designate (collectively, hereinafter, "Assignee"), the entire right, title and interest, for:

-- The United States of America and Its X All countries throughout
Territories and Commonwealth and Possessions the world

in and to all inventions and improvements disclosed in an application for United States Patent entitled:

APPARATUS AND METHOD FOR PLAYING VIDEO FILES ACROSS THE INTERNET

The above-entitled United States Provisional Patent application was:

-- executed by the undersigned on: _____

X filed in the United States Patent and Trademark Office on: June 7, 1999
and assigned serial number: 60/137,921
filed as PCT International Application No.:
on:

The undersigned assign(s) the rights for all patents, divisions, reissues, reexamination certificates, continuing applications and extensions thereof, together with the right of priority of any earlier corresponding patent application filed by the undersigned in the United States or elsewhere.

The undersigned covenant(s) that the rights and property conveyed by this Assignment are free and clear of any encumbrance, and that the undersigned have (has) full right to convey the rights and property as expressed herein.

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Iviewit LLC

Date:

By: _____

Brian Utley

Title: _____

196832.1



Attorney Docket No. 5865-4.1

ASSIGNMENT OF PATENT APPLICATION

For value received, the undersigned sell(s), assign(s) and transfer(s) to:
a corporation organized under the laws of Iviewit Holdings, Inc.
and having a place of business at:

One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

and to Assignee's successors, assigns and legal representatives or nominees as it may designate (collectively, hereinafter, "Assignee"), the entire right, title and interest, for:

— The United States of America and Its Territories and Commonwealth and Possessions ☒ All countries throughout the world

in and to all inventions and improvements disclosed in an application for United States Patent entitled:

**APPARATUS AND METHOD FOR PROVIDING AND/OR FOR TRANSMITTING VIDEO DATA
AND/OR INFORMATION IN A COMMUNICATION NETWORK**

The above-entitled United States Provisional Patent application was:

— executed by the undersigned on: _____

☒ filed in the United States Patent and Trademark Office on: June 29, 1999
and assigned serial number: 60/141,440
filed as PCT International Application No.:
on:

The undersigned assign(s) the rights for all patents, divisions, reissues, reexamination certificates, continuing applications and extensions thereof, together with the right of priority of any earlier corresponding patent application filed by the undersigned in the United States or elsewhere.

The undersigned covenant(s) that the rights and property conveyed by this Assignment are free and clear of any encumbrance, and that the undersigned have (has) full right to convey the rights and property as expressed herein.

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Date:

By:

Eliot Bernstein

196837.1



Attorney Docket No. 5865-5

ASSIGNMENT OF PATENT APPLICATION

For value received, the undersigned sell(s), assign(s) and transfer(s) to:
a corporation organized under the laws of Iviewit Holdings, Inc.
and having a place of business at:

One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

and to Assignee's successors, assigns and legal representatives or nominees as it may designate (collectively, hereinafter, "Assignee"), the entire right, title and interest, for:

— The United States of America and Its Territories and Commonwealth and Possessions ☒ All countries throughout the world

in and to all inventions and improvements disclosed in an application for United States Patent entitled:

APPARATUS AND METHOD FOR PRODUCING ENHANCED DIGITAL IMAGES
AND/OR DIGITAL VIDEO FILES

The above-entitled United States Provisional Patent application was:

— executed by the undersigned on: _____

☒ filed in the United States Patent and Trademark Office on: August 19, 1999
and assigned serial number: 60/149,737
filed as PCT International Application No.:
on:

The undersigned assign(s) the rights for all patents, divisions, reissues, reexamination certificates, continuing applications and extensions thereof, together with the right of priority of any earlier corresponding patent application filed by the undersigned in the United States or elsewhere.

The undersigned covenant(s) that the rights and property conveyed by this Assignment are free and clear of any encumbrance, and that the undersigned have (has) full right to convey the rights and property as expressed herein.

The undersigned authorize(s) and request(s) that any and all patents on the aforesaid inventions be issued to Assignee.

The undersigned agree(s), when requested, without further charge to Assignee but at its expense, to communicate to Assignee or its representatives all facts known to the undersigned regarding the aforesaid inventions and improvements, testify in any legal proceeding, sign all papers, make all rightful oaths or declarations, execute all divisional, continuing, re-examination and reissue applications and generally perform all acts, which may be necessary, desirable or convenient, to aid Assignee in securing, maintaining and enforcing patents for the aforesaid inventions and improvements in the aforesaid countries, and for vesting title thereto in Assignee.

Date:

By: _____
Eliot I. Bernstein

196840.1



Attorney Docket No. 5865-6

ASSIGNMENT OF PATENT APPLICATION

For value received, the undersigned sell(s), assign(s) and transfer(s) to:
a corporation organized under the laws of iviewit Holdings, Inc.
and having a place of business at:

One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

and to Assignee's successors, assigns and legal representatives or nominees as it may designate (collectively, hereinafter, "Assignee"), the entire right, title and interest, for:

☐ The United States of America and Its Territories and Commonwealth and Possessions ☒ All countries throughout the world

in and to all inventions and improvements disclosed in an application for United States Patent entitled:

APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES

The above-entitled United States Provisional Patent application was:

☐ executed by the undersigned on: _____

☒ filed in the United States Patent and Trademark Office on: August 2, 1999
and assigned serial number: 60/146,726
filed as PCT International Application No.:
on:

The undersigned assign(s) the rights for all patents, divisions, reissues, reexamination certificates, continuing applications and extensions thereof, together with the right of priority of any earlier corresponding patent application filed by the undersigned in the United States or elsewhere.

The undersigned covenant(s) that the rights and property conveyed by this Assignment are free and clear of any encumbrance, and that the undersigned have (has) full right to convey the rights and property as expressed herein.

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Date:

By: _____
Eliot I. Bernstein

196846.1



Attorney Docket No. 5865-7

ASSIGNMENT OF PATENT APPLICATION

For value received, the undersigned sell(s), assign(s) and transfer(s) to:
a corporation organized under the laws of Iviewit Holdings, Inc.
and having a place of business at:

One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

and to Assignee's successors, assigns and legal representatives or nominees as it may designate (collectively, hereinafter, "Assignee"), the entire right, title and interest, for:

— The United States of America and Its Territories and Commonwealth and Possessions ☒ All countries throughout the world

in and to all inventions and improvements disclosed in an application for United States Patent entitled:

APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES AND/OR VIDEO FILES

The above-entitled United States Provisional Patent application was:

— executed by the undersigned on: _____

☒ filed in the United States Patent and Trademark Office on: September 22, 1999
and assigned serial number: 60/155,404
filed as PCT International Application No.:
on: _____

The undersigned assign(s) the rights for all patents, divisions, reissues, reexamination certificates, continuing applications and extensions thereof, together with the right of priority of any earlier corresponding patent application filed by the undersigned in the United States or elsewhere.

The undersigned covenant(s) that the rights and property conveyed by this Assignment are free and clear of any encumbrance, and that the undersigned have (has) full right to convey the rights and property as expressed herein.

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Date: _____

By: Eliot I. Bernstein

156848.1



Attorney Docket No. 5865-8

ASSIGNMENT OF PATENT APPLICATION

For value received, the undersigned sell(s), assign(s) and transfer(s) to:
a corporation organized under the laws of iviewit Holdings, Inc.
and having a place of business at:

One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

and to Assignee's successors, assigns and legal representatives or nominees as it may designate (collectively, hereinafter, "Assignee"), the entire right, title and interest, for:

— The United States of America and Its Territories and Commonwealth and Possessions ☒ All countries throughout the world

in and to all inventions and improvements disclosed in an application for United States Patent entitled:

APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES AND/OR VIDEO FILES

The above-entitled United States Provisional Patent application was:

— executed by the undersigned on: _____

☒ filed in the United States Patent and Trademark Office on: December 8, 1999
and assigned serial number: 60/169,559
filed as PCT International Application No.:
on:

The undersigned assign(s) the rights for all patents, divisions, reissues, reexamination certificates, continuing applications and extensions thereof, together with the right of priority of any earlier corresponding patent application filed by the undersigned in the United States or elsewhere.

The undersigned covenant(s) that the rights and property conveyed by this Assignment are free and clear of any encumbrance, and that the undersigned have (has) full right to convey the rights and property as expressed herein.

The undersigned authorize(s) and request(s) that any and all patents on the aforesaid inventions be issued to Assignee.

The undersigned agree(s), when requested, without further charge to Assignee but at its expense, to communicate to Assignee or its representatives all facts known to the undersigned regarding the aforesaid inventions and improvements, testify in any legal proceeding, sign all papers, make all rightful oaths or declarations, execute all divisional, continuing, re-examination and reissue applications and generally perform all acts, which may be necessary, desirable or convenient, to aid Assignee in securing, maintaining and enforcing patents for the aforesaid inventions and improvements in the aforesaid countries, and for vesting title thereto in Assignee.

Date:

By: _____
Eliot I. Bernstein

194850.1

Fax 12 - Next what follows is a masterpiece of concoction. It a message to Martha of 2 pages regarding see attached.

PAGE 1

The top TX is MISSING
The middle TX is 10:12
Cover page, is at 10:03

What you could note and it will become more prominent is that we have added a new line under the box that says Comments/Instructions, that is left blank? In the Comments/Instructions box it says "See Attached" but the only thing attached is the cover page?



Also the time stamp returns and the disclaimer.

Page 2

The cover page, there is a reference number that does not exist with a matching document. This number, 156068.1 is on the cover sheet, WHY don't all cover sheets have this reference number on them????

Page 3

What is interesting to note here is that on 12/30/99 we have supposedly the assignments transferred to Martha, Brian's secretary, and they are complete. Yet in the very fake fax to Brian on 1/13/00, the letter states that once we know who the assignments will be too, he will draft 8 assignments. Note that on the 12/22/99 fax he has also sent them to someone and on 12/22/99 they were already sent to Gayle Coleman. Why on 1/13/00 then would he be drafting them?????? This is where he is trying to move the timeline to act like he did not know us in 99.

Also, on this page that is supposed to deal with assignments it never references general file 5865-2, instead the assignments are each assigned to their respective folder numbers, not lumped as he tries to claim in 5865-2. This document has a MLGS # of 197726.1



 *** TX REPORT ***

TRANSMISSION OK

TX/RX NO 4913
 CONNECTION TEL 15619998810
 SUBADDRESS
 CONNECTION ID
 ST. TIME 12/30 10:12
 USAGE T 00'36
 PGS 2
 RESULT OK

LAW OFFICES
 MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
 THE CHANCERY
 190 WILLIS AVENUE
 MINEOLA, NEW YORK 11501
 (516) 747-0300
 DATE: December 30, 1999 TIME: 10:03AM
 Telecopier Message From:
 Raymond A. Joao
 of Meltzer, Lippe, Goldstein & Schlissel, P.C.
 Please deliver the following pages to:

NAME:	Ms. Martha Mantecon
FAX NUMBER:	561-999-8810
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	2
COMMENTS/INSTRUCTIONS:	See attached.

Transmitting from a Panafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-0300. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.
 THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: December 30, 1999 TIME: 10:03AM

Telecopier Message From:

Raymond A. Joao

of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	Ms. Martha Mantecon
FAX NUMBER:	561-999-8810
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	2
COMMENTS/INSTRUCTIONS:	See attached.

Transmitting from a Panefax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-0363. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.

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156068.1



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501
TELEPHONE: (516) 747-0300
FACSIMILE: (516) 747-0653
INTERNET: www.mlg.com

RICHARD A. LIPPE
SHELDON W. GOLDSTEIN
LEWIS S. MELTZER
CHARLES A. BAUCH
ALAN L. WITTMAN
BRIAN S. SCHWARTZ
JOSEPH KATZ
DAVID J. SCHAFER
RICHARD GAMBRIEL
STEPHEN W. SCHLISSEL

COUNSEL

BERNARD TAMMENBAUM
GABRIEL S. KOPPE
RICHARD REICHNER
ROBERT W. GOLDENGLY, P.C.
GERALD P. HALPERN
BARRY J. FISHER

MICHAEL J. SCHAFER
JONATHAN D. FARRELL
NIGEL C. BONILLA
JEFFREY A. FLEISCHMAN
MARC T. FINCH

MICHAEL H. MADRI
GREG ZUCKER
LAUREN W. GRAY
DEBRA A. CLEMENT

December 30, 1999

ALSO ADMITTED IN:

* MA
* NJ
* NJ & CT

* CT
* NY
* REGISTERED PATENT ATTORNEY

VIA FACSIMILE

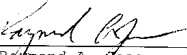
Ms. Martha Mantecon
iviewit Holdings, Inc.
2255 Glades Road
Suite 337 West
Raton, Florida 33431

Re: Assignment of iviewit Patent Applications
Our Reference Nos. : 5865-1, 3, 4, 4.1, 5, 6, 7, 8

Dear Martha:

Pursuant to our conversation, please forward to our office a check in the amount of \$320.00 for Patent Office disbursements in connection with the filing assignments for eight (8) patent applications.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN,
WOLF, & SCHLISSEL, P.C.

By: 
Raymond A. Goao

RAJ/mb

197726.1



Fax 13 - NOW THIS IS A DATE 1/13/00 or 1/12/99 IN INFAMY AND THE FAXES THAT FOLLOW WILL LEAVE YOU WONDERING IF YOU REALLY ARE IN THIS WORLD.

The first fax which follows, is from Ray to Eliot but this wins in frauded docs (other than Utley to his house) in that we have a TX report dated 1/13/00 and a letter dated 1/12/99. At first glance this appears innocent maybe he got all screwed up on dates and missed by a year and a day.

On the following fax we have a whole new creative design for a cover page, no Meltzer letterhead or anything.

Top TX report is 1/13/00 at 10:37 page 001

Middle TX rReport at 1/13/ at 10:36

Cover page – MISSING TIME AND DATE AND LETTERHEAD!!!!

No disclaimers!

Says 4 pages are transmitted and only 1 is here.



I View It – Private and Confidential

01/13/00 THU 10:37 FAX		001
***** *** TX REPORT *** *****		
TRANSMISSION OK		
TX/RX NO	0196	
CONNECTION TEL		15619998810
SUBADDRESS		
CONNECTION ID		
ST. TIME	01/13 10:36	
USAGE T	01'10	
PGS.	4	
RESULT	OK	

To: Eliot Bernstein

From: Ray Joao

Date: January 12, 1999

Fax No.: 1-561-999-8810

No. Pages: 4 (including cover)

Eliot:

Please find attached a draft description in response to your request. Please note that any subsequent assignment of the patent applications from Iviewit Holdings, Inc. to yourself would require that we change the description to reflect Iviewit's interests. For, example, if you grant Iviewit an exclusive license with right to sublicense the technology, such a new relationship would have to be included.

Please don't hesitate to contact me if you have any questions.

Ray Joao

*Go 2c
B.W 3
26.4*

Fax 14 – Now comes a bit of the culmination of all this nonsense as he tries to justify on January 13 2000 what happened to the patents he lost in January 12, 1999.

So from the top,

Top TX = 1/13/00 14:33 page 001

Middle TX = 1/13 14:32 pages 2

Cover page = 1/13/00 2:21 # of pages including cover = 1 (Very difficult to imagine 3 total pages will be sent here.

Now on Page 1 we have a blank COMMENTS/INSTRUCTION section



And the new line added below the COMMENTS/INSTRUCTIONS that was added in the last fax to Martha, previously never there, now has "See Attached" in it, to Martha in the last fax it was in the comments section "See Attached" and why would see attached be on a cover sheer that claims 1 page including cover.

Note that the Disclaimer and everything is missing at the bottom of the TX. It will be also missing on the following cover sheet which will make it impossible to argue that it was not scanned on the TX report page. VERY STRANGE INDEED.

Page 2 – IS the cover page to this 1 page fax that is supposed to be 1 Of 1 pages.

Note no disclaimer on the page and a number at the bottom 156067.1

Page 3 – OF a two page fax according to the TX and 1 page according to cover sheet. This is a letter claiming that it is in reference to 5865-2 IVIEWIT PATENT APPLICATION ASSIGNMENTS and for the first time 5865-2 has a reference other than as a claimed general folder.

The letter claims to be waiting to find out who the assignee's will be before preparing and forwarding them to us. WHAT IS WEIRD IS THAT ON 12/22 HE TRIES TO CLAIM THAT HE HAS ALREADY SENT THEM TO GAYLE COLEMAN VIA FAX AND FED'X

On this page it is stamped 199.193.1 on the bottom



01/13/00 THU 14:33 FAX

001

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 0211
CONNECTION TEL 15619998810
SUBADDRESS
CONNECTION ID
ST. TIME 01/13 14:32
USAGE T 00'32
PGS. 2
RESULT OK

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: January 13, 2000 TIME: 2:21PM

Telecopier Message From:
Raymond A. Joao

of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. Brian Utley
FAX NUMBER:	561-999-8810
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	1
COMMENTS/INSTRUCTIONS:	
See attached.	



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: January 13, 2000 TIME: 2:21PM
Telecopier Message From:
Raymond A. Joao
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. Brian Utley
FAX NUMBER:	561-999-8810
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	1
COMMENTS/INSTRUCTIONS:	
See attached.	

156067.1



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
190 WILLIS AVENUE, MINEOLA, NY 11501
TELEPHONE: (516) 747-0300
FACSIMILE: (516) 747-0683
INTERNET: www.mlg.com

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN
LEWIS S. MELTZER
CHARLES A. WILCH
ALAN L. KOTTMAN
BRIAN S. CONNEELY
JOSEPH RAY
DAVID I. SCHAFER
RICHARD GAMBELLE
STEPHEN W. SCHLISSEL

STEPHEN M. BROVITZ
THOMAS J. HUGOWAN
ARNOLD S. ALEK
KEITH H. MEYERWETTER, III
ELIJA SARINATOS
LORETTA M. GASTWIRTH
JONATHAN M. HOFFMAN
ALAN C. BINDER
BRUCE J. ZAKARAUSKAS

COUSINEL
BERNARD FANNINGSAUM
GABRIEL S. KOHN
RICHARD RUCHLER
HERBERT W. GOLDMAN, P.C.
RONALD P. HALPERN
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JONATHAN D. FARRELL
NOEL C. BOHLLA
JEFFREY A. FLEISCHMAN
MARC T. FINE

MICHAEL H. HASRI
GREG ZUCKER
LAUREN M. GRAY
ALLAN E. BRIDGES
FRANK J. MARTINEZ

ALSO ADMITTED IN:
* MA
* NY
* NJ & CT
* CT
* FL
* REGISTERED PATENT ATT

January 13, 2000

BIN 5
26.6
SV 26

VIA TELEFAX 561-999-8810

Mr. Brian Utley
One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, Florida 33431

Re: iviewit Patent Application Assignments
Our Reference No. : 5865-2

Dear Brian:

Pursuant to our conversation earlier today, we will await your instructions as to who the new Assignee of the iviewit patent applications will be. Once we receive your instructions, we will promptly prepare eight (8) Assignments and forward them to you for execution.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN,
WOLF, & SCHLISSEL, P.C.

By: Raymond A. Joao
Raymond A. Joao

RAJ/mb

199193.1

Fax 15 – Another winner in confusion. We have a fax from Ray to Erika Lewin.

Page 1

Top TX = 11:07 page 001
Middle TX = 11:06 pages 3
Cover Page Time = MISSING
Cover Page PAGES is hand written to be 3

Disclaimer and bottom of TX cut off

Page 2



We find a new fax number (and records should be got from here) of 516.747.0653. Differs from Martha fax where it is 516.747-9363 and different from the 954 one???

This page has a number on the bottom ref of 200476.1

Page 3

A letter to Erika Lewin with a ref # 5865????????

The letter states that a bill is enclosed for services rendered to date so presumably from 3-99 (according to Ray records) to 1/26/00 and what follows is 1 page with a bill from 3/99 to 4/99 on page 4 of the 3 page fax.

This document has two meltzer numbers at the middle and bottom

Middle = p\public\patent\bernstei\5865.1.cl2

Bottom = o\public\patent\bernstei\5865.1.CL2

Yet again another marvel in cover page design with no Time and no boxes.

You make the call here?

By the way, in this folder you will see that he claims to have received the CD on March 8 but he does not get around to looking at it until a month later.

Note that the last page states that enclosed, which it is not, is the Provisional Patent Filing receipt???



01/26/00 WED 11:07 FAX

001

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 0436
CONNECTION TEL 15619998810
SUBADDRESS
CONNECTION ID
ST. TIME 01/26 11:08
USAGE T 00'48
PGS. 3
RESULT OK

Law Offices
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
The Chancery
190 Willis Avenue, Mineola, NY 11501
(516) 747-0300
Facsimile: (516) 747-0653

DATE: January 26, 2000

TELECOPIER MESSAGE FROM:

Ravmond A. Joag OF MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Ms. Erica Lewin

OF: iviewit.com, LLC

FAX NUMBER: (561) 999-8810

TOTAL NUMBER OF PAGES INCLUDING THIS INFORMATION SHEET: 3

TRANSMITTING FROM A XEROX TELECOPIER 7021

IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL US BACK AS SOON AS POSSIBLE AT (516)



Law Offices
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
The Chancery
190 Willis Avenue, Mineola, NY 11501
(516) 747-0300
Facsimile: (516) 747-0653

DATE: January 26, 2000

TELECOPIER MESSAGE FROM:

Raymond A. Joao OF MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

60 26
B.N.3
26.3

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Ms. Erica Lewin

OF: iviewit.com, LLC

FAX NUMBER: (561) 999-8810

TOTAL NUMBER OF PAGES INCLUDING THIS INFORMATION SHEET: 3

TRANSMITTING FROM A XEROX TELECOPIER 7021

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P:\PUBLIC\RECEIVED\NO PAGES PERIODS

200476.1



LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0653

INTERNET: www.mlg.com

WATER'S DIRECT EXT:

RICHARD A. LIPPE
DANIELSON M. GOLDSTEIN
LEWIS S. WELTZER
CHARLES S. BUCK
ALAN L. WITTMAN
BRANDS CONNELLY
JOSEPH KATZ
DAVID I. SCHAFER
RICHARD GABRIELLE
STEPHEN W. SCHLISSEL

COUNSEL

BERNARD TANNENBAUM
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SERGIO P. HALPERN
BARRY J. FISHER

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FRANK J. MARTINEZ

MICHAEL H. MASRI
GREG ZUCKER
LAUREN M. GRAY
DEBRA A. CLEMENT

* BA
* RJ
* TM & CT

ALSO ADMITTED IN:

* CT
* FL
* REGISTERED PATENT ATTORNEY

January 26, 2000

VIA FACSIMILE AND FIRST CLASS MAIL

Ms. Erica Lewin
iviewit.com, LLC
One Boca Place
2255 Glades Road
Suite 337 West
Boca Raton, FL 33431-7360

6076
B.N.D.
Dec. 2

Re: Debit Note
Our Reference No. : 5865

Dear Ms. Lewin:

Enclosed herewith please find our bill for legal services rendered to date.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN
& SCHLISSEL, P.C.

By: Raymond E. Joao
Raymond E. Joao

RAJ/mb
Enc.

200278.1



MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.

DATE	DESCRIPTION OF SERVICE	HOURS
3/29/99	Conferences with Eliot Bernstein re: follow-up work re: Provisional Patent Application	0.8
4/5/99	Conferences with Eliot Bernstein re: follow-up work re: Provisional Patent Application	1.4
4/7/99	Reviewed IVIEWIT CD ROM to identify intellectual property and related issues	1.0
TOTAL HOURS		3.2
Attorney billing rate - \$250 per hour		
TOTAL AMOUNT DUE		\$800.00

Please do not hesitate to contact me if you have any questions.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN,
WOLF, & SCHLISSEL, P.C.

By: Raymond A. Joao / *rep*
Raymond A. Joao

RAJ:nep
Enclosures: Provisional Patent Application
Filing Receipt
P:\public\patent\bernstet\5865-1.c12

*EV 26
BINK
76, 32*

O:\PUBLIC\PATENT\BERNSTEIN\5865-1.C12



Also in this folder are the following miscellaneous docs, not sure how they fit in yet.

3/8/99 – CD Letter I believe this stuff is all dummied up. For all of you who know I View It from it's beginning, this CD contained; imaging and video demonstrations. The business plan was interactive and had guys like Lewin in 320*240 converted to full-screen when you clicked on his picture bio in the Board section. This CD was given to Ray, Chris Rubenstein, Lewin in November or December 98, perhaps a bit earlier and thus Ray was in possession of video technology way early and so was Ken at time that we lose video patent for months. Loss of priority date. Major! Of course it fits with him having to lose these records relating to us as he is out filing patents for himself at the time.





March 8, 1999

Raymond A. Joao
Of Counsel
Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C.
190 Willis Avenue
Mineola, NY 11501

Dear Ray,

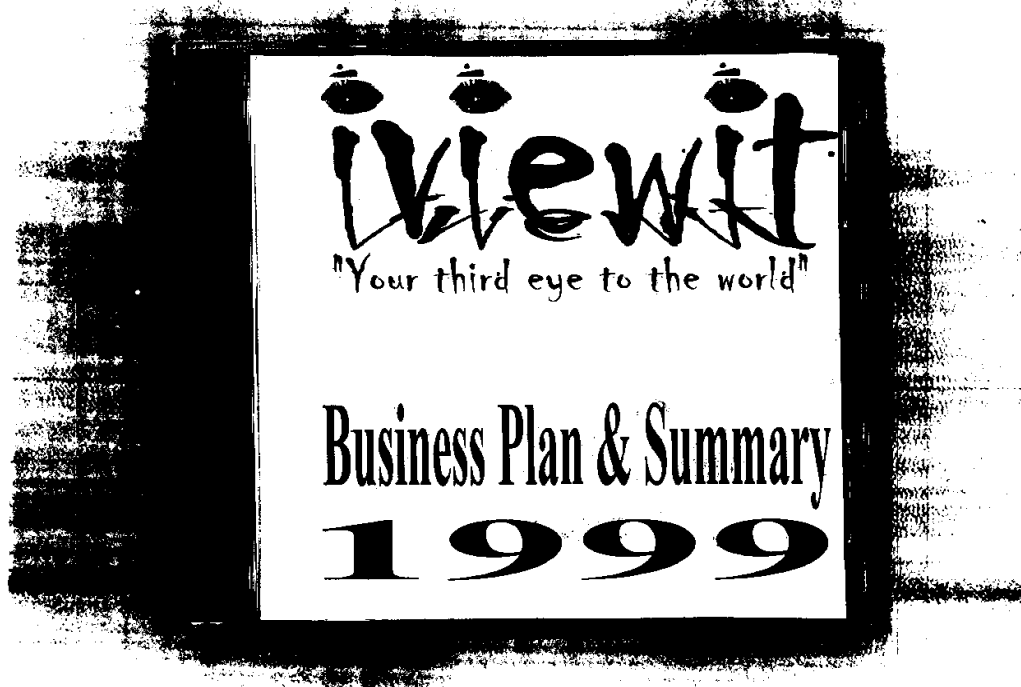
Per our conversation, enclosed you will find the CD ROM. Call me for instructions. I look forward to working with you.

Sincerely,

Eliot I. Bernstein
President

500 SE Mizner Boulevard
Suite 102
Boca Raton, FL 33432-6080
Voice: 561.417.8980
Toll: 800.519.0234
E-mail: alps@netline.net
Website: www.iviewit.com





SU 26
BIN 1
26.1





March 8, 1999

Raymond A. Joao
Of Counsel
Meltzer, Lippe, Goldstein, Wolf & Schlissel, P.C.
190 Willis Avenue
Mineola, NY 11501

Dear Ray,

Per our conversation, enclosed you will find the CD ROM. Call me for instructions. I look forward to working with you.

Sincerely,



Eliot I. Bernstein
President

500 SE Mizner Boulevard
Suite 102
Boca Raton, FL 33432-6080
Voice: 561.417.8980
Toll: 800.519.0234
E-mail: alps@netline.net
Website: www.iViewIt.com





BUSINESS PLAN



Folder Creation Document – Not sure why it's here or how we got original documents of Rays since they transferred directly to Foley and Lardner and then to Blakely, unless Brian was getting them and altering them with Ray??? Weird that we have some of this original stuff.



MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.
CLIENT/MATTER IN-TAKE FORM

CLIENT #: 5865

MATTER #: 2

fu 26
BIN 14
26.32

1. CLIENT LEVEL:

CLIENT NAME: IVIEWIT

CONFLICT SEARCH: List company name, subsidiaries, names of owners, names of partners and other companies owned by client:

1. _____	5. _____	9. _____	13. _____
2. _____	6. _____	10. _____	14. _____
3. _____	7. _____	11. _____	15. _____
4. _____	8. _____	12. _____	16. _____

Indicate with an "A" to whom bills and statements should be directed. Indicate with a "B" to whom other mailings should be directed.

☐ COMPANY NAME: IVIEWIT

COMPANY ADDRESS: 500 S.E. Mizner Road, Suite 102

CITY: Boca Raton

STATE: Florida ZIP: 33432

ATTN: Mr. Eliot Bernstein

FED. ID #:

BUSINESS PHONE: (561) 417-8980

BUSINESS FAX: (561) 417-4470

NATURE OF CLIENT'S BUSINESS (Informative but concise): Internet Services

☐ NAME

SOC. SEC. #

HOME ADDRESS:

CITY:

STATE:

ZIP:

HOME PHONE: ()

DATE WORK COMMENCED:

ORIGINATING ATTORNEY: R. A. JORD

BANK INFO:

2. MATTER LEVEL:

MATTER NAME: Genl - Correspondence file

CONFLICT SEARCH: List any company name, subsidiaries, names of owners, names of partners and other companies owned by client:

1. _____	4. _____	7. _____	10. _____
2. _____	5. _____	8. _____	11. _____
3. _____	6. _____	9. _____	12. _____

DESCRIBE MATTER (Informative but concise)

GENERAL INTELLECTUAL PROPERTY
MATTERS

CLIENT UNBILLED VALUE:

PREV. BILLED & UNPAID:

CLIENT TOTAL:

BILLING ATTORNEY: R. A. JORD

FEE ARRANGEMENT

SPECIAL RATES? ☐ YES ☐ NO EXPLAIN:UNUSUAL BILLING PROCEDURE? ☐ YES ☐ NO EXPLAIN:

WORK TYPE:

☐ (A) ART
☐ (AQ) MERGERS & ACQUISITION
☐ (AR) ARBITRATION
☐ (BR) BANKRUPTCY
☐ (CV) CONVERSION, COOP, CONDO
☐ (CR) CORPORATE - GENERAL
☐ (E) EMPLOYMENT
☐ (EN) ENVIRONMENTAL
☐ (EA) ESTATE/TRUST ADMIN.
☐ (EB) EMPLOYEE BENEFITS/ERISA

☐ (EP) ESTATE PLANNING
☒ (G) GENERAL
☐ (IP) INTELLECTUAL PROPERTY
☐ (IN) INTERNATIONAL
☐ (L) LITIGATION

CASE NAME:

☐ (LA) LABOR
☐ (LEG) LEGISLATIVE & REGULATORY AFFAIRS
☐ (MA) MATRIMONIAL

☐ (M) MUNICIPAL
☐ (P) PARTNERSHIP
☒ (PT) PATENT
☐ (PL) PRODUCTS LIABILITY
☐ (RE) REAL ESTATE
☐ (RA) RETIREMENT PLAN ADMIN.
☐ (SC) SECURITIES, REG. & COMP.
☐ (TX) TAX
☐ (W) WORKOUT

REJECTED

IS THERE A WRITTEN RETAINER AGREEMENT? ☐ YES ☐ NO IF YES, SIGNED BY: IF NO, WHY?EXPECTED RETAINER: \$ RECEIVED? ☐ YES ☐ NO IF YES, DATE REC'D:

IF NO, WHY?

CREDIT LIMIT: \$

APPROVING PARTNER:

ATTY REQUESTING FILE TO BE OPENED: R. A. JORD

ATTY SIGNATURE:

APPROVING PARTNER SIGNATURES: (EITHER LSM, SMG, CG, ASK, OR CAB UNLESS BILLING OR ORIGINATING ATTORNEY)

TWO REQUIRED: 1.

2.

DATE: June 3, 1999

SECRETARY OPENING FILE: N. Eliseo-Pina

I View It – Private and Confidential

Next in this Folder are several faxes from Proskauer I will insert them 1 by 1, not sure of meaning , if any on the rest of this stuff in this folder, but maybe you can spot why it is thrown in. It seems that 5865-2 went from a patent which enters the garbage to a general folder that tries to show evidence that he does not know us.

Fax 1 – Proskauer – 5 page R3D letter.



MAY 12 1999 11:54 FR PROSKAUER ROSE

561 241 5280 TO 0894H40017001#15 P.01/05

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7350
Telephone 561.241.7400
Elsewhere in Florida
800.432.7748
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON DC
CUPTON NJ
PARIS

Date May 12, 1999

Client-Matter 0894/40017/001

Fax Transmittal

Total Pages (including Cover) 5

From Christopher C. Wheeler

Sender's Room Number

Sender's Voice Number 561.995.4702

Main Fax Operator 561.241.7400

To Raymond Joao

Fax No. 516.747.5638

Company

Voice No.

Message

Please call me.

IV 26
BIN 13
26.36

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.

05/12/99 11:47 AM (2743)

MAY 12 1999 11:54 FR PROSKAUER ROSE

561 241 5280 TO 0894H40017001#15 P.02/05

Real 3D, Inc.

and

iviewit, Inc.

This Agreement (hereinafter referred to as the "AGREEMENT"), made and dated this ____ day of May, 1999, by and between Real 3D, Inc. (hereinafter referred to as "REAL 3D") having a place of business at 2803 Discovery Drive, Suite 100, Orlando FL 32826 and iviewit, Inc. (hereinafter referred to as "iviewit"), having its place of business at 500 S.E. Mizner Boulevard, Suite 102 Boca Raton, Florida 33432-6080 each or both of which shall also hereinafter be referred to as the "Party" or "Parties," respectively.

WHEREAS, iviewit represents that it possesses or may in the future possess certain technical, business, financial and other information which it considers proprietary and which relates to product roadmaps, hereinafter called "PROPRIETARY" or "PROPRIETARY INFORMATION"; and

WHEREAS, REAL 3D represents that it possesses or may in the future possess certain technical, business, financial and other information which REAL 3D considers proprietary to it and which relates to 2D and/or 3D Graphics, and Video Technology, hereinafter called "PROPRIETARY" or "PROPRIETARY INFORMATION"; and

WHEREAS, it is recognized that, in order to consider various business opportunities that may be of interest to the Parties in connection with any current or future contractual relationship between the Parties, it may be both necessary and desirable that the Parties exchange the above-described PROPRIETARY INFORMATION.

NOW, THEREFORE, for the sole purpose of permitting the parties hereto to explore a possible future business arrangement between the parties relating to 2D and/or 3D Graphics and Video Technology, and in consideration of these premises, and of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. That this AGREEMENT shall not be construed as a Teaming, Joint Venture or other such arrangement; rather, the Parties hereto expressly agree that this AGREEMENT is intended for the protection of PROPRIETARY INFORMATION only.
2. That neither Party has an obligation to supply PROPRIETARY INFORMATION hereunder.

0894/40017-001 BRLIB/228999 v1

05/11/99 10:08 AM (2743)

MAY 12 1999 11:55 FR PROSKAUER ROSE

561 241 5280 TO 0894#40017001#15 P.03/05

Page 2

3. That nothing in this AGREEMENT shall be deemed to grant a license directly or by implication, estoppel or otherwise under any patent or patent application, or to any PROPRIETARY INFORMATION disclosed pursuant to this AGREEMENT.

4. That during the term of this AGREEMENT, the Parties hereto, to the extent of their right to do so, may exchange technical information and other data which is considered by the disclosing Party to be PROPRIETARY. In order for such information and data to be considered PROPRIETARY and subject to this AGREEMENT, it shall be identified in writing at the time of the disclosure by an appropriate legend, marking, stamp or positive written identification on the face thereof to be PROPRIETARY. Any PROPRIETARY INFORMATION which is exchanged between the Parties orally or visually, in order to be subject to this AGREEMENT, shall be identified to the receiving Party orally at the time of disclosure and in writing within thirty (30) days after such oral or visual disclosure. The exclusive points of contact (designations) for the Parties with respect to the exchange of the PROPRIETARY INFORMATION are as follows:

REAL 3D:

REAL 3D, INC.
2603 Discovery Drive, Suite 100
Orlando FL 32826
Attention: Gerry Stanley
Phone: (407) 515-5150

Iviewit:

500 S.E. Mizner Boulevard, Suite 102
Boca Raton, Florida 33432-6080
Attention: Elliot I Bernstein
Phone:

Each Party may change its designation by written notice to the other.

5. That for a period of five (5) years from the first date of receipt of the disclosing Party's PROPRIETARY INFORMATION which has been or will be exchanged relative to this AGREEMENT, the receiving Party shall take reasonable steps to preserve in confidence such PROPRIETARY INFORMATION and prevent disclosure thereof to third parties. The receiving Party shall further restrict disclosure of such PROPRIETARY INFORMATION to only those employees who have a need to know and who have been advised of the restrictions on disclosure and use.

6. That such PROPRIETARY INFORMATION delivered by the disclosing Party to the receiving Party shall be used only for the sole purpose set forth above. No other use of the said PROPRIETARY INFORMATION is granted without the written consent of the disclosing Party. In the event the disclosing Party gives its approval for the receiving Party to disclose such PROPRIETARY INFORMATION to the U.S. Government, the receiving Party shall ensure that all such disclosures bear all appropriate legends required under Government regulations that are necessary to preserve the proprietary nature of such information.

0894/40017-001 8RLIB1/228889 v1

05/11/99 10:08 AM (2743)

MAY 12 1999 11:55 FR PROSKAUER ROSE

561 241 5290 TO 0894#40017001#15 P.04/05

Page 3

7. That the obligations with respect to disclosing and using such PROPRIETARY INFORMATION, as set forth in paragraphs 5 and 6 of this AGREEMENT, are not applicable to any such technical information or other data if the same is:

- (a) in the public domain at the time of receipt or comes into the public domain thereafter through no act of the receiving Party in breach of any agreement with the disclosing Party, or
- (b) known to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party, or
- (c) disclosed with the prior written approval of the disclosing Party, or
- (d) independently developed by the receiving Party, or
- (e) lawfully disclosed to the receiving Party by a third party under conditions permitting such disclosure; or
- (f) disclosed by the originating party to others on an unrestricted basis.

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BIN13
26.37

8. All transfers of information and data under the terms of this AGREEMENT shall at all times be subject to the export control and other applicable laws and regulations of the government of the United States of America and any amendments thereof. Such laws and regulations include, but are not limited to, the Arms Export Control Act of 1976 and the International Traffic in Arms Regulations (22CFR). Each party agrees that it shall not make any disposition, by way of transshipment, re-export, diversion or otherwise, except as said laws and regulations may expressly permit, of goods or data shipped from one party to another, other than in and to the country declared as the ultimate destination on the export license issued by the government of country of origin.

9. This AGREEMENT shall (unless extended by mutual agreement) automatically terminate on December 31 1999, but may be terminated earlier by either party giving (30) days notice in writing to the other Party of its intention to terminate. Termination shall not, however, affect the rights and obligations contained herein with respect to PROPRIETARY INFORMATION supplied hereunder prior to termination. *In this regard, all any and all ~~PI~~ disclosed hereunder*

10. This AGREEMENT shall be governed by and interpreted in accordance with the law of the State of Florida exclusive of its conflict of law rules.

*shall remain complete
5 years for the duration
own*

0894/40017-001 BRL181/228999 v1

06/11/99 10:08 AM (2743)

MAY 12 1999 11:55 FR PROSKAUER ROSE

561 241 5280 TO 0894H40017001H15 P.05/05

Page 4

11. This AGREEMENT contains the entire understanding between the Parties relative to the protection of PROPRIETARY INFORMATION and supersedes all prior and collateral communications, reports, and understandings between the Parties in respect thereto; except that nothing in this AGREEMENT shall supersede or in any way modify any of the terms and conditions, or the rights and obligations of the Parties, included in any purchase agreement between the Parties unless said purchase agreement so stipulates. No change, modification, alteration, or addition to any provision hereof shall be binding unless in writing and signed by authorized representatives of both Parties.

This AGREEMENT shall apply in lieu of and notwithstanding any specific legend or statement associated with any particular information or data exchanged, and the duties of the Parties shall be determined exclusively by the aforementioned terms and conditions.

Iviewit, Inc.

Real 3D, Inc.

By: _____ By: _____

Typed Name:

Typed Name: David A. Bolton

Title

Title: Assistant General Counsel

Date:

Date:

0894/40017-001 8RLIB1/228999 v1

05/11/99 10:08 AM (2743)

** TOTAL PAGE 05 **

Fax 2- Proskauer – Only 3 pages of 7



JUN 03 1999 17:24 FR PROSKAUER ROSE 561 241 5280 TO 089440017001#15 P.01/07

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7748
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON DC
CLIFTON NJ
PARIS

PERSONAL AND CONFIDENTIAL

Fax Transmittal

Date June 3, 1999 Client-Matter 0894/40017/001

Total Pages (Including Cover) 7

From Christopher C. Wheeler

Sender's Voice Number 561.995.4702

Sender's Room Number

Main Fax Operator 561.241.7400

To Ray Joao

Fax No. 516.747.9363

Company Meltzer, Lippe

Voice No. 516.747.0300.x240

Message

Confidentiality Note: This message is confidential and intended only for the use of the addressee(s) named above. It may contain legally privileged material. Dissemination, distribution or copying of this message, other than by such addressee(s), is strictly prohibited. If you have received this message in error, please immediately notify us by telephone and return the original to us at the address above. We will reimburse you for the cost of the telephone call and postage. Thank you.

0894/40017-001 BRUB1/231297 v1

06/01/99 01:07 PM (2743)

JUN 03 1999 17:24 FR PROSKAUER ROSE

561 241 5280 10.0894#40017/001#15 P.02/07

CONFIDENTIALITY AGREEMENT

The undersigned acknowledges and agrees that any and all "Proprietary Information" provided by or on behalf of *iviewit, Inc.* (together with its direct and indirect subsidiaries and affiliates, the "Company"), Simon L. Bernstein, Eliot I. Bernstein, or any officer, director, employee, agent or representative of the Company to the undersigned, or to which the undersigned otherwise gains access to, shall be subject to the terms and conditions of this Agreement. "Proprietary Information" means all materials and information (regardless of the form of such information, including without limitation, in writing, electronic, computerized or other recorded form, oral or visual) that the undersigned may receive or learn of now or in the future concerning, or related in any way to, the Company or its business, including without limitation: (i) the contents of any Business Plan, projections or financial or credit information or data relating to the Company; (ii) the contents of any manuals or written materials of the Company; (iii) the names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between the Company and third parties; (v) any data or database, or other information compiled or developed by the Company; (vi) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vii) any information of a type described above derived or obtained from the internet or any website of the Company, including without limitation, the file structure relating to such website or the content of such website. Notwithstanding the foregoing, the term "Proprietary Information" does not include information which (i) is already known to the undersigned or in the undersigned's possession (other than that which was furnished to the undersigned by or on behalf of the Company prior to the date of this Agreement), (ii) is or becomes generally available to the public other than as a result of a disclosure by the undersigned, or (iii) becomes available to the undersigned on a non-confidential basis from a source other than the Company or its representatives, provided that such source is not known, after inquiry, to be bound by a confidentiality agreement with, or other obligation of secrecy to, the Company.

The undersigned acknowledges that the Proprietary Information constitutes valuable, special and unique assets of the Company. The undersigned agrees (a) to receive in trust, and treat as confidential, the Proprietary Information; (b) not to use any of the Proprietary Information for any purpose without the prior written consent of Simon L. Bernstein or Eliot Bernstein; (c) not to disclose any of the Proprietary Information to anyone (other than to such of the undersigned's advisors who have a need to know such Information for the sole purpose of assisting the undersigned in evaluating such Information; provided that the undersigned shall be liable for any breach of confidentiality or use by such advisors) without the prior written consent of Simon L. Bernstein or Eliot Bernstein; and (d) not to reproduce, fax, distribute, store, reverse engineer or copy any Proprietary Information in any form without the prior written consent of Simon L. Bernstein or Eliot Bernstein. The undersigned understands that all Proprietary Information is confidential and that all rights, title and interest in the Proprietary Information is and shall remain the exclusive property of the Company, and no license or other rights are being granted to the undersigned by the Company.

The undersigned further agrees that 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 will not be opposed and that such relief shall not be the exclusive remedy for such breach. Furthermore, the undersigned agrees to 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.

0894/40017-001.BRLIB1/227061 v3

05/28/99 08:48 PM (2743)

I View It – Private and Confidential

JUN 03 1999 17:25 FR PROSKAUER ROSE

561 241 5200 TO 0894#40017001#15 P.03/07

The undersigned has executed this Confidentiality Agreement as of the date set forth below.

iviewit, Inc.

Attention: Eliot I. Bernstein
500 S.E. Mizner Boulevard, Suite 102
Boca Raton, Florida 33432-6080
800.519.0234

IF AN INDIVIDUAL:

(Signature)

(Name - please print)

IF A COMPANY:

(Name of Company)

By: _____
(Signature)

(Name - please print)

Date: _____

0894/40017-001 BRLIB1/227061 v3

05/28/99 08:49 PM (2743)

Fax 3 – Proskauer Rose heading Ray's weird fax of 8/18/00 that we saw earlier



Aug 10 99 05:02p Eliot Bernstein

561-417-4470

P. 2

AUG 10 1999 16:40 FR PROSKAUER ROSE

561 241 5280 TO 040840017001H41 P.02/07

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Stuart T. Kapp
Attorney At Law

Direct Dial 561.995.4730
skapp@proskauer.com

August 5, 1999

Mr. Eliot I. Bernstein
ivewit, Inc.
500 SE Mizner Boulevard
Suite 102
Boca Raton, Florida 33432

Re: Meltzer, Lippe Engagement Agreement

Dear Eliot:

Enclosed please find the revised Engagement Agreement on behalf of ivewit, LLC. As you will see, you are no longer personally guaranteeing the fees to the Meltzer, Lippe law firm. However, please note that upon execution of this Engagement Agreement the firm is requesting a retainer of \$3,000 as well as payment for all outstanding balances which are \$8,548.04 as of August 4, 1999.

Should you have any questions with respect to the foregoing, please call me.

Best regards.

Cordially,



Stuart T. Kapp

Enclosures
STK/jg

cc: Christopher C. Wheeler, Esq. (w/enclosure)

0408/40017-001 8AL181/237615 v1

08/05/99 11:13 AM (18143)

Aug 10 99 05:02p

Eliot Bernstein

516-417-4470

p.3

AUG 10 1999 16:41 FR PROSKAUER ROSE

561 241 5280 TO 042RH40017001H41 P.04/07

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

180 WILLIS AVENUE, MINEOLA, NY 11501

TELEPHONE: (516) 747-6300

FACSIMILE: (516) 747-6863

INTERNET: www.mlg.com

RICHARD A. LIPPE
BENJAMIN H. GOLDSTEIN
LEWIS S. MELTZER
CHARLES A. SCHLISSEL
ALAN L. HOFFMAN
BRUCE S. CONNELLEY
JOSEPH RAYZ
DAVID I. SCHAPIRO
RICHARD LAMMICK
STEPHEN W. SCHWARTZ
STEPHEN H. PROSKAUER

OF COUNSEL

BERNARD T. HENNINGSEN
RICHARD A. JOAO
HERBERT W. GOLDMAN, P.C.
BARRY J. FISHER
HAROLD R. BRATT, ATTORNEY

(ENGAGEMENT AGREEMENT)

JOHNATHAN B. FARMER
JEFFREY A. FLEISCHMAN
DAVID I. FISHER
MICHAEL H. HARRIS

ALSO ADMITTED IN

NEW YORK
NEW JERSEY
FLORIDA

NEW YORK
NEW JERSEY
FLORIDA

August 4, 1999

VIA TELEFAX 561-241-7148

Stuart Kapp, Esq.
Proskauer Rose, LLP
2255 Glades Road
Boca Raton, FL 33431-7360

Re: General Intellectual Property Matters,
including but not limited to counsel, drafting,
preparation and filing of Patent Applications

Dear Mr. Bernstein:

Iviewit LLC has requested that Meltzer, Lippe, Goldstein & Schlissel, P.C. represent Iviewit LLC in general patent and intellectual property matters. Our patent and intellectual property fees will be based on an hourly rate of \$300.00 per hour and will be handled by Raymond A. Joao. The above legal fees do not include disbursements and expenses.

Iviewit LLC is to pay us an additional retainer of \$3,000, in addition to satisfying all outstanding balances to date, which, as of August 4, 1999 is \$8,548.04. Our firm has an intake committee which must approve the terms of Iviewit LLC's engagement of us. If the Committee does not accept the terms of the engagement and we are unable to agree upon revised terms, any unused funds will be returned to Iviewit LLC.

Iviewit LLC agrees that our invoices will be paid within twenty (20) days of the billing date stated on each invoice and

AUG 04 1999 16:55

PAGE 02

Aug 10 99 05:02p

E) nt Bernstein

50-417-4470

p. 4

AUG 10 1999 16:41 FR PROSKAUER ROSE

561 241 5200 TO 0408H40017001H41 P.05/07

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

that any past due amounts will accrue late charges (the rate is 1½ per month and is subject to change by us), calculated from the original invoice date.

iviewit LLC and the firm are agreeing to a Credit Limit for iviewit LLC's matters. The credit limit is \$3,000. If at any time, the aggregate of (i) all outstanding bills rendered to iviewit LLC which are unpaid and (ii) the value of all unbilled time for services rendered by the Firm and the amount of all unbilled disbursements incurred in connection therewith, exceeds the Credit Limit iviewit LLC will be promptly notified that iviewit LLC's account has exceeded the credit limit. When iviewit LLC has exceeded the Credit Limit, we will call iviewit LLC and ask for an immediate payment. iviewit LLC agrees to make an immediate payment to bring iviewit LLC's account well under the Credit Limit.

In the event that any bills rendered by the Firm are not paid when due, iviewit LLC hereby consents to our (i) immediately ceasing any and all work being performed by us for iviewit LLC's account and/or (ii) our withdrawal from any further representation of iviewit LLC.

In the event of any dispute arising out of or relating to this agreement and/or the legal services rendered hereunder, the same shall be determined by binding arbitration in Nassau County, Long Island, New York, by an arbitrator chosen by the President of the Nassau County Bar Association who has significant experience in the field in which the legal services were rendered.

The Miscellaneous Rules attached hereto form a part of this Agreement.

We look forward to serving iviewit LLC's legal needs and thank you for retaining our Firm.

THIS ENGAGEMENT AGREEMENT IS
ENTERED INTO THIS ____ DAY
OF _____, 199__.

iviewit LLC

MELTZER, LIPPE, GOLDSTEIN,
WOLF & SCHLISSEL, P.C.

By: 

By: _____

Print Name Eliot Bernstein

Title: Secretary

Date: 8/10/99

Credit Limit \$3,000.00 EL (client initials)

AUG 04 1999 16:55

PAGE.03

Aug 10 99 05:03p

Eliot Bernstein

561-417-4470

P.5

AUG 10 1999 16:41 FR PROSKAUER ROSE 561 241 5280 TO 0400H40017001H41 P.06/07

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

MISCELLANEOUS RULES

1. If, at any time, either (i) iVIEWIT LLC elects to terminate the engagement of the Firm or (ii) the Firm elects to withdraw from the engagement, any excess funds remaining over the charges incurred by the Firm prior to the termination of the engagement will be refunded to iVIEWIT LLC.

2. The hourly rates are exclusive of disbursements and charges incurred by the Firm on iVIEWIT LLC's behalf for such items as photocopies, word processing, computerized legal research, telecopying, messenger or overnight delivery service, long distance telephone charges, travel and, if applicable, filing fees and court costs, such as transcripts, index fees, etc. iVIEWIT LLC will be billed separately for such disbursements.

Third-party disbursements are billed at 1.2 times actual cost. If iVIEWIT LLC does not wish to pay 1.2 times for third-party disbursements, iVIEWIT LLC may choose one of the following alternatives (please initial your selection):

☐

I hereby elect to deposit with you \$_____ to be held in a separate account out of which you will pay third-party disbursements.

LLC
this

☐

I request that you notify me each time a third-party disbursement must be paid and iVIEWIT LLC will send you the appropriate check promptly upon receipt of your request. iVIEWIT understands that iVIEWIT LLC's selection of procedure is likely to cause delays in the handling of my matter and such delay may adversely impact my matter. iVIEWIT LLC relieves the Firm of any responsibility for such delay.

3. The Firm will generally submit bills to iVIEWIT LLC on a monthly basis, at which time iVIEWIT LLC will also be provided with a summary of the work performed. In addition, we maintain at our office computer time and disbursement records, which will be available for iVIEWIT LLC's inspection.

4. If the Firm is successful in any proceeding to recover any sum due to the Firm, iVIEWIT LLC hereby agrees that

AUG 04 1999 16:56

PAGE.04

I View It – Private and Confidential

Raymond Hand Notes in folder 5865-2 very weird, like he is trying to build story around the truth to match his story, very clever inventor Mr. Joao is.



Call ELIOT

2:00 PM

2:00

Ken Rubenstein

422-1802 ~~XXXXXXXXXX~~

Web pages

Small co

Iviewit

Elliott Bernstein

~~ELIOTT BERN~~

ELIOT BERNSTEIN

Iviewit

500 STATE STREET MINNEAPOLIS BLVD

SUITE 102

BOCA RATON FL. 33432

561-417-8980

passcode

patent application

8000 - 10,000

561-417-8980

4/26
B.W.15
26.39

Take imagery & put into a virtual world.

Photography

Do Photography - apply to software & apply to net.

17,000 IMAGE

3 months.

Patent me

document

Copyright

use 2x to open document.

I VIEW IT

6/1/99

Conference w E. Bernstein

* STILL IMAGES

* PAT APP DOES NOT PROTECT VIDEO IMAGES

* Demonstrate products to # of entities

*

*

*

* VIDEO TECHNOLOGY STEPS

- 1) Shoot video using - video, ~~etc.~~
- 2) digitize using capture device in any video format
MPeg
QUICKTIME
MPegs

3) EDIT VIDEOS

4) Convert to real video

5) manually set in HTML 640-480

6) Post to web via FTP program

7) Use HTML TO Close real video to stream

8) full screen video

9) Connecting it & putting it into a large web frame.

Response assign

I View It, Inc. Florida Corp.

9/20/99

32mm → Wide angle lenses

image cameras

take out all specific software & hardware

magnification is zooming

* Scan directly from the film w/ enlarger

JPEG file is always compressed
difference is that

* lowest compression is introduced virtually no

artifacts - as compression - you narrow

color compression - lose definition

* put in more detail as to how the process works

#7 Video - straight through live connection
camera through capture device & onto the web

** When you take/process a live capture or capture
from a serial medium & process it, you may
store it in the processed & prepared form on
a computer storage medium which is streamable
processed & stored in a deliverable form.

** Computer stores the processed video &
stores it.

Proskauer 21st Floor

Steve Rubinek - Fish + Richardson

1/11/00

Copy of "S. D. Sign" - [unclear]

p.1

↳ Processes defined at [unclear] [unclear]
based on [unclear] - everything we discuss is
public domain
parameters are of [unclear] a [unclear] - little
if any - claims are potentially

↳ Breached Confidentiality Agreement

↳ several steps had to go through to arrive at
side under the integrated with [unclear] card
& Real player.

↳

1st patents pending [unclear] [unclear]

B-4
20.5
2036

2nd Head of [unclear] - [unclear]
• Message of [unclear] [unclear]
• establish a solid concept
original claims.
show when where & how process
created

↳ Process currently being employed in
public domain already
capture & encode
• [unclear] • encode

-2

1/20/00 Conference with Brian Utley re copying of records.
Copies ~~will~~ will be forwarded to Brian today or
tomorrow. Spoke abt future potential activities and
prospect of finding a strategic money partner (i.e.
Sony Pictures).

For I View It
Problems
→ Needs description of each application

Gayle Coleman
561-995-4749
Fwp 561-241-7145
email G Coleman@Prokauer.com

→	<u>APPLICANT</u>
→	<u>TITLE</u>
→	<u>Serial No.</u>

8:30

1/20/2010 5:15 AM Page 417 of 536
Copyright © Eliot I Bernstein May 10, 2002

I View It – Private and Confidential

Now we are complete on Folder 5865-2 Ray Originals, how we got this needs to be explained. We now move to another folder of Joao folly and a whole new scheme of documents unfolds in this folder of nonsense.

In chronological order are the following folder documents

Fax 1 – a 2 of 2 page fax from Ray, note that the header for this fax is on all pages, compare with 5865-2 faxes which we donot find it.

Top Header = A header from Eliot I. Bernstein to Eliot I. Bernstein – 3-24-99 12:37:12pm page 2of2
2nd Header = From: Blank 3/24/99 at 13:04 fax #697 p 02/02

Page 1 = MISSING



From: Eliot Bernstein To: Fax#4174472

Date: 3/24/99 Time: 12:37:12 PM

Page 2 of 2

FROM :

1999-03-24

13:04

#697 P.02/02

Attorney Docket No.: 5865-1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

POWER OF ATTORNEY

Application of: Eliot I. Bernstein

Serial No.: Please assign

Filed on: March 24, 1999

Title: APPARATUS AND METHOD FOR PRODUCING ENHANCED DIGITAL IMAGES

Ev 37
BINH
37.20

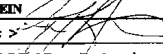
I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

RAYMOND A. JOAO, Reg. No. 35,907

Address all telephone calls to Raymond A. Joao at telephone number: (516) 747-0300

Address all correspondence to Meltzer, Lippe, Goldstein, Wolf and Schimmel, P.C.
190 Willis Avenue
Mineola, New York 11501

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of the sole inventor (given name, family name): ELIOT I. BERNSTEIN	
Inventor's signature: 	Date: 3.24.99
Residence: 500 S.E. Mizner Boulevard Suite 102 Boca Raton, FL 33432-6080	Citizenship: U.S.A.
Post Office Address: SAME AS ABOVE	



Fax 2 – Letter from Ray on 6/2/99 labeled disclosure for video technology

Page 1 Header

Top TX = From: _____ 6/2/99 at 14:36 fax #487 p.01/02

Middle TX = MISSING

Cover Page = Missing

Page 2 Header

Top TX = From: _____ 6/3/99 at 13:06 fax #624 p. 02/02

Middle TX = Missing

Cover Page = Missing

Page 1 – Note that this letter has page 1 and 2 listed with headers but the dates and numbers and everything are different???

Page 1 references an attached disclosure and what is attached is a small entity status with different headers etc.

Page 2 – other than it cannot be page 2 of this fax I am not sure what it represents yet.



FROM :

1999.06-02 14:35 #487 P.01.02

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINNEOLA, NY 11501

TELEPHONE: (914) 747-0300

FACSIMILE: (914) 747-0853

INTERNET: <http://www.mlg.com>

RICHARD A. LIPPE
KATHLEEN M. GOLDSTEIN
LEWIS B. MELTZER
JEROME F. WOLF
CHARLES A. BLUTH
JAMES L. WITKINS
BRUCE J. CONNELLY
JOSEPH J. LANE
DAVID J. SCHAFER
RICHARD J. BARRELL
STEPHEN W. SCHULSEL
STEPHEN M. SHEETZING

COUNSEL
EDWARD T. COUGHLIN
MICHAEL REICHERT
BARRY J. FISHER

JOHN T. D. FARRELL
JOSEPH A. FLORENTINO
MICHAEL W. HARRIS
LAWRENCE H. HARRIS

ALSO ADMITTED IN:

NY
NJ & PA.

June 2, 1999

EL 37
BIN 9
37.9

VIA TELEFAX 561-417-4470

Mr. Eliot Bernstein
I VIEW IT
500 S.E. Mizner Road
Suite 102
Boca Raton, Florida 33432

Re: Disclosure for Video Technology

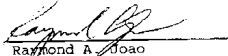
Dear Eliot:

Please find attached a copy of the your disclosure with my inserts.

Please review and edit the disclosure, and if it is acceptable to you, please instruct me by return facsimile to file it as a provisional patent application with the U.S. Patent and Trademark Office.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN,
WOLF, & SCHLISSEL, P.C.

By: 
Raymond A. Joao

RAJ:nep
Enclosures: Provisional Patent Application
P:\public\patent\bernstein\565-1.01

X:\PUBLIC\EPFILE\



FROM :

EV 37
37.10
B.W.D

1999-05-03 13:06 BE24 P.02/02

PTO/SB/09 (12-97)
Approved for use through 03/01/00. OAS 0051-2031
Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT CLAIMING SMALL ENTITY STATUS (37 CFR 1.9(f) & 1.27(b))—INDEPENDENT INVENTOR	Docket Number (Optional) 5865-3
---	------------------------------------

Applicant, Patentee, or Identifier: Eliot Bernstein

Application or Patent No.: _____

Filed or Issued: Concurrently

Title: APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES

As a below named inventor, I hereby state that I qualify as an independent inventor as defined in 37 CFR 1.9(c) for purposes of paying reduced fees to the Patent and Trademark Office described in:

☒ the specification filed herewith with title as listed above.

☐ the application identified above.

☐ the patent identified above.

I have not assigned, granted, conveyed, or licensed, and am under no obligation under contract or law to assign, grant, convey, or license, any rights in the invention to any person who would not qualify as an independent inventor under 37 CFR 1.9(c) if that person had made the invention, or to any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).


Each person, concern, or organization to which I have assigned, granted, conveyed, or licensed or am under an obligation under contract or law to assign, grant, convey, or license any rights in the invention is listed below:

☒ No such person, concern, or organization exists.

☐ Each such person, concern, or organization is listed below.

Separate statements are required from each named person, concern, or organization having rights to the invention stating their status as small entities. (37 CFR 1.27)

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b))

<u>Eliot Bernstein</u> NAME OF INVENTOR	NAME OF INVENTOR	NAME OF INVENTOR
 Signature of inventor	Signature of inventor	Signature of inventor
<u>6-3-99</u> Date	Date	Date

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.



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Fax 3 – Yet another masterpiece in deception follows

Page 1 - Header

Top TX = From: _____ 6/7/99 12:43 #581 p.01/01

Middle TX – MISSING

Cover page = 2:15pm and states 3 pages not 1

Page 2 – Header

Top TX - From: 6/7/99 13:00 #584 p.01/02

Middle TX – MISSING

Cover Page – 6/7/99 2:15pm

Page 1

New cover page format again

Box is missing line under comments – cover page has no number at bottom

Please deliver to: Blank here, not normally in this cover sheet

Page 2

Page 2 Cover page is supposed to be copy of previous page yet numbers are handwritten and crossed out and things are hand written in???? References 3 pages in cover which is crossed out and fax says p/01/02 of different fax # than 1st page??????



FROM :

1999-06-07 12:43 HSB1 P.01/01

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

37
B.N.I
37.1

DATE: June 7, 1999 TIME: 2:15pm

Telecopier Message From:
Raymond A. Joao

of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. ELIOT BERNSTEIN
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	3
COMMENTS/INSTRUCTIONS:	
RE: PROVISIONAL PATENT APPLICATION ENTITLED	
APPARATUS AND METHOD FOR PLAYING VIDEO FILES ACROSS THE INTERNET	
Attached herewith please find a Power of Attorney and a Small Entity Statement. We will send you an Retainer Agreement letter in connection with this matter later this afternoon.	
Please sign and date the Power of Attorney a Small Entity Statement where indicated and return it to me via facsimile (516-747-9363) as soon as possible, so that we may file the application in the U.S. Patent and Trademark Office today.	
If you have any questions regarding the above, please do not hesitate to contact me.	
-RAYMOND A. JOAO	

Transmitting from a Pandex 733 Digital Facsimile Transceiver. The FAX number is (516) 747-0963. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.

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FROM :

1999-06-07 13:00 #584 P.01/02

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: June 7, 1999 TIME: 2:15pm

Teletypewriter Message From:
Raymond A. Joao

of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. ELIOT BERNSTEIN
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	2 2pgs
COMMENTS/INSTRUCTIONS:	
RE: PROVISIONAL PATENT APPLICATION ENTITLED	
APPARATUS AND METHOD FOR PLAYING VIDEO FILES ACROSS THE INTERNET	
Attached herewith please find a Power of Attorney and a Small Entity Statement. We will send you an Retainer Agreement letter in connection with this matter later this afternoon.	
Please sign and date the Power of Attorney a Small Entity Statement where indicated and return it to me via facsimile (516-747-9363) as soon as possible, so that we may file the application in the U.S. Patent and Trademark Office today.	
If you have any questions regarding the above, please do not hesitate to contact me.	
-RAYMOND A. JOAO	

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Fax 4 – Yet another masterpiece fax

It appears that this fax is a copy of the last fax

Top TX = New header yet again 08/07/99 13:18 page 001?? Why is the date 8/7

Middle TX = Missing

Cover Page = 2:15pm 07/07/99

No pages attached this is a solo doc



06/07/99 MON 13:26 FAX

001

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300

DATE: June 7, 1999 TIME: 2:15pm

Telecopier Message From:
Raymond A. Joao

of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. ELIOT BERNSTEIN
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	2 pgs
COMMENTS/INSTRUCTIONS:	
<p>RE: PROVISIONAL PATENT APPLICATION ENTITLED</p> <p>APPARATUS AND METHOD FOR PLAYING VIDEO FILES ACROSS THE INTERNET</p> <p>Attached herewith please find a Power of Attorney and a Small Entity Statement. We will send you a Retainer Agreement letter in connection with this matter later this afternoon.</p> <p>Please sign and date the Power of Attorney a Small Entity Statement where indicated and return it to me via facsimile (516-747-9363) as soon as possible, so that we may file the application in the U.S. Patent and Trademark Office today.</p> <p>If you have any questions regarding the above, please do not hesitate to contact me.</p> <p>-RAYMOND A. JOAO</p>	

Transmitting from a Patafax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-9363. If you do not receive all of the pages, please call us back as soon as possible at (516) 747-0300, extension 247.

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Fax 5 – Yet again a shift in policy on this fax and the transmission has no cover or

Top TX = From: _____ 6/7/99 16:33 #593 p.01/05

All pages transmit fine without cover or TX and each is stamped accordingly



EBCM 4

1999-06-07 16133 8893 P.01-05

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.

140 WILLIS AVENUE, MINNEAPOLIS, MN 55401.

RICHARD A. LOFF
J. CALDWIN H. GOLDSTEIN
LEWIS S. HELLER
EDWARD A. HADLEY
CHARLES A. TUCKER
ALAN L. BISHMAN
DEAN S. CONNELLEY
JOSEPH KATZ
DAVID L. SCHAPPER
HOWARD GAMBELLE
STEPHEN M. SCHLOSSEL

DEPARTMENT OF RECEPTIONS

CHURCH OF THE

REVEREND FATHERS OF THE

REVEREND FATHERS OF THE

JONATHAN D. FARRELLTM GREG ZUCKER
JEREMY A. FLEISCHMANTM PHILLIP J. DANIEL, JR.
MICHAEL H. HARRIS JENNIFER S. HILSCHMANTZ
LAUREN B. ROBERTS KATHY L. TAYLOR

1000

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

June 7, 1999

VIA TELEFAX 561-417-4470
Mr. Eliot Bernstein
IVIEWIT
500 S.E. Mizner Road
Suite 102
Boca Raton, Florida 33432

Dear Eliot:

It was nice speaking with you this afternoon.

Transmitted herewith is the Retainer Agreement letter. We need to have this letter signed by you and returned to us via facsimile prior to Ray's visit with you this week.

Also, Ray will need to speak with Jerry Lewin about receiving additional funds which will be applied toward Ray's visit to your offices. Since Ray's hourly rate is \$300 and he will be spending at least four full days with you, and given your credit limit of \$3,000 our senior partner has requested that a sum of \$7,500 be forwarded to our firm, preferably via wire to our bank, and also prior to Ray's visit to your offices.

our wire information is as follows:

European American Bank
Meltzer, Lippe, Goldstein and Schlissel
Operating Account
Bank A.B.A. Number 021-001486
Contact Person: Frank Mark or Deborah Antonucci

PUBLICATION NO. BERNSTEIN-65-4 RETAINER LET

37.12
B.W 12
20 37



FROM : 1999.06-07 16:33 #593 P.02/05

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN, WOLF & SCHLISSEL, P.C.

190 WILLIS AVENUE, MINICOLA, NY 11501

TELEPHONE: (516) 747-0300

FACSIMILE: (516) 747-0663

INTERNET: <http://www.mlg.com>

RICHARD A. LIPPE
SHELDON M. GOLDSTEIN
LEON D. WOLFE
CHARLES A. BLUM
ALAN L. WITMAN
BRIAN E. SCHNEELY
JOSEPH RAY
DAVID J. SCHAEFER
RICHARD GIBBLE
STEPHEN W. SCHLISSEL
STEPHEN W. WHEATSTONE

BERNARD TANNENBAUM
RICHARD RECHLER
BRIAN J. FIDEL

JONATHAN D. FARRELL
JEFFREY A. FLEISCHMAN
MICHAEL W. HARRIS
LAURA K. BRANDT

ALSO ADMITTED IN:

PA
NY
TX & CT

[ENGAGEMENT AGREEMENT]

June 7, 1999

VIA TELEFAX 561-417-4470
Mr. Eliot Bernstein
VIEWIT
500 S.E. Mizner Road
Suite 102
Boca Raton, Florida 33432

CCV VIA TELEFAX 561-487-3924
to Mr. Simon Bernstein

Re: Provisional Patent Application
Of : Eliot I. Bernstein
Entitled : APPARATUS AND METHOD FOR
PLAYING VIDEO FILES ACROSS THE
INTERNET
Our Ref. No. : 5865-4

Dear Mr. Bernstein:

You have requested that Meltzer, Lippe, Goldstein & Schlissel, P.C. represent you in general patent and intellectual property matters. Our patent and intellectual property fees will be based on an hourly rate of \$300.00 per hour and will be handled by Raymond A. Joao. The above legal fees do not include disbursements and expenses.

You are asked to pay us an initial retainer of \$3,000. Our firm has an intake committee which must approve the terms of your engagement of us. If the Committee does not accept the terms of the engagement and we are unable to agree upon revised terms, the initial retainer will be returned to you.



FROM :

1999.05-07 16:23 #592 P.03/05

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

You agree that our invoices will be paid by you within twenty (20) days of the billing date stated on each invoice and that any past due amounts will accrue late charges (the rate is 1 1/4% per month and is subject to change by us), calculated from the original invoice date.

You and the firm are agreeing to a Credit Limit for your matters. The credit limit is \$3,000. If at any time, the aggregate of (i) all outstanding bills rendered to you which are unpaid and (ii) the value of all unbilled time for services rendered by the Firm and the amount of all unbilled disbursements incurred in connection therewith, exceeds the Credit Limit you will be promptly notified that your account has exceeded the credit limit. When you have exceeded the Credit Limit, we will call you and ask for an immediate payment. You agree to make an immediate payment to bring your account well under the Credit Limit.

In the event that any bills rendered by the Firm are not paid when due, you hereby give your consent to our (i) immediately ceasing any and all work being performed by us for your account and/or (ii) our withdrawal from any further representation of you.

In the event of any dispute arising out of or relating to this agreement and/or the legal services rendered hereunder, the same shall be determined by binding arbitration in Nassau County, Long Island, New York, by an arbitrator chosen by the President of the Nassau County Bar Association who has significant experience in the field in which the legal services were rendered.

The Miscellaneous Rules attached hereto form a part of this Agreement.

We look forward to serving your legal needs and thank you for retaining our Firm.

THIS ENGAGEMENT AGREEMENT IS
ENTERED INTO THIS ____ DAY
OF _____, 199 ____.

MELTZER, LIPPE, GOLDSTEIN,
WOLF & SCHLISSEL, P.C.

By: 

Credit Limit \$3000.00 (client initials)

I, _____, do hereby guaranty unconditionally
the payment obligations of IVIEWIT pursuant to the aforementioned
Engagement Agreement.



FROM :

1999/06-07 16:34 #593 P.04/05

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

MISCELLANEOUS RULES

1. If, at any time, either (i) you elect to terminate the engagement of the Firm or (ii) the Firm elects to withdraw from the engagement, any excess of the initial retainer over the charges incurred by the Firm prior to the termination of the engagement will be refunded to you.

2. The hourly rates are exclusive of disbursements and charges incurred by the Firm on your behalf for such items as photocopies, word processing, computerized legal research, telecopying, messenger or overnight delivery service, long distance telephone charges, travel and, if applicable, filing fees and court costs, such as transcripts, index fees, etc. You will be billed separately for such disbursements.

Third-party disbursements are billed at 1.2 times actual cost. If you do not wish to pay 1.2 times for third-party disbursements, you may choose one of the following alternatives (please initial your selection):

☐

I hereby elect to deposit with you \$_____ to be held in a separate account out of which you will pay third-party disbursements.

☐

I request that you notify me each time a third-party disbursement must be paid and I will send you the appropriate check promptly upon receipt of your request. I understand that my selection of this procedure is likely to cause delays in the handling of my matter and such delay may adversely impact my matter. I relieve you of any responsibility for such delay.

3. The Firm will generally submit bills to you on a monthly basis, at which time you will also be provided with a summary of the work performed. In addition, we maintain at our office computer time and disbursement records, which will be available for your inspection.

4. If the Firm is successful in any proceeding to recover any sum due to the Firm, you hereby agree that you shall be



FROM :

1999-06-07 16:34 #593 P.05/05

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

responsible for the payment of reasonable attorney's fees and costs and disbursements incurred in connection therewith.

5. The arbitration of any dispute will be conducted in accordance with the procedures in this Agreement and the American Arbitration Association Rules as in effect on the date of the Engagement. In the event of a conflict, the provisions of this Agreement will control.

Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrator. No potential arbitrator may serve unless he or she has agreed in writing to abide and be bound by these procedures.

The arbitrator shall have no power to award punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrator have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests.

The result of the arbitration will be binding on the parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction.

P:\PUBLIC\PATENT\BERNSTEIN\5865-4\

Fax 6 – 6

Top Header is from Proskauer 6/29/99 p.09/09

Bottom Header is Proskauer 6/18/99 10:26a page 8

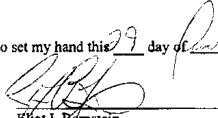
No other docs are with it here either.

Just has my signature for Sole Incorporator? Proskauer should have.



JUN 29 1999 14:06 PM PROSKAUER ROSE 561 241 5260 TO 506340017001#41 P.09/09

IN WITNESS WHEREOF, I have hereunto set my hand this 29 day of June, 1999.


Eliot I. Bernstein,
Sole Incorporator

Gu 37
B.W.15
37.21

5063/40017-001 BRLIB1/233140 v1

8

06/18/99 10:26 AM (2859)

** TOTAL PAGE.09 **



Fax 7 - Next comes the bill we had earlier in 5865-2 folder evidence #37.13 on our spread, I won't reinsert, in fact [insert hyperlink once inserted](#).



Fax 8 – Another great fax

Top TX – 6/28/99 17:10 page 002, date on the signature page is 6/29/99

Middle TX Missing

Cover Page Missing

Page 1 – 6/29/99 signature of eib on 4.1

Page 2 – fax page 003 stamped on header

3rd page missing from folder



06/28/99 MON 17:10 FAX

002

Attorney Docket No.: 5865-4.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

POWER OF ATTORNEY

Application of: Eliot I. Bernstein
 Serial No.: Please assign
 Filed on: Concurrently herewith
 Title: APPARATUS AND METHOD FOR PROVIDING
 AND/OR FOR TRANSMITTING VIDEO DATA
 AND/OR INFORMATION IN A COMMUNICATION
 NETWORK

 20 37
 13124
 37.4

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

RAYMOND A. JOAO, Reg. No. 35,907

Address all telephone calls to Raymond A. Joao at telephone number: (516) 747-0300

Address all correspondence to

06/28/99 MON 17:10 FAX

002

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of the sole inventor (given name, family name): ELIOT I. BERNSTEIN	
Inventor's signature: <i>[Signature]</i>	Date: 7/20/99
Residence: 500 S.E. Mizner Boulevard Suite 102 Boca Raton, FL 33432-6080	Citizenship: U.S.A.
Post Office Address: SAME AS ABOVE	

P:\PUBLIC\PATENT\BERNSTEIN\5865-4\5865-41P



06/28/99 MON 17:10 FAX

003

PTOL-506 (12-97)
Approved for use through 6/30/00 OMB 3547-003
Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT CLAIMING SMALL ENTITY STATUS (37 CFR 1.9(f) & 1.27(b))—INDEPENDENT INVENTOR	Docket Number (Optional) 5865-4.1
---	--------------------------------------

Applicant, Patentee, or Identifier: Eliot Bernstein

Application or Patent No.: _____

Filed or issued: Concurrently herewith

Title: APPARATUS AND METHOD FOR PROVIDING AND/OR FOR TRANSMITTING VIDEO DATA AND/OR INFORMATION IN A COMMUNICATION NETWORK

As a below named inventor, I hereby state that I qualify as an independent inventor as defined in 37 CFR 1.9(c) for purposes of paying reduced fees to the Patent and Trademark Office described in:

☒ the specification filed herewith with title as listed above.

☐ the application identified above.

☐ the patent identified above.

I have not assigned, granted, conveyed, or licensed, and am under no obligation under contract or law to assign, grant, convey, or license, any rights in the invention to any person who would not qualify as an independent inventor under 37 CFR 1.9(c) if that person had made the invention, or to any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

Each person, concern, or organization to which I have assigned, granted, conveyed, or licensed or am under an obligation under contract or law to assign, grant, convey, or license any rights in the invention is listed below:

☒ No such person, concern, or organization exists.

☐ Each such person, concern, or organization is listed below.

Separate statements are required from each named person, concern, or organization having rights to the invention stating their status as small entities. (37 CFR 1.27)

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b))

<u>Eliot Bernstein</u> NAME OF INVENTOR <u>[Signature]</u> Signature of Inventor <u>6/29/99</u> Date	NAME OF INVENTOR _____ Signature of Inventor _____ Date	NAME OF INVENTOR _____ Signature of Inventor _____ Date
---	---	---

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual user. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FILES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.



I View It – Private and Confidential

Fax 9 – Power of attorney

Top TX – New From; Eliot Bernstein to Eliot Bernstein at 417.4472 8/17/99 9:59:36am, compare how accurate my times are though there are differences over previous faxes Page 3 of 29

Middle TX – 08/16/99 12:57 Page 002

Page 1 – signed 8/19/99 Power of Attorney

Page 2 – verified statement of small claims

No cover or TX pages, not full set of documents



From: Eliot Bernstein To: Fax#4174472
08/16/99 MON 12:57 FAX

Date: 8/17/99 Time: 9:59:36 AM

Page 3 of 29
0002

Attorney Docket No.: 5865.5

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

POWER OF ATTORNEY

Application of: Eliot I. Bernstein
Serial No.: Please assign
Filed on: Concurrently herewith
Title: APPARATUS AND METHOD FOR PRODUCING ENHANCED DIGITAL IMAGES AND/OR DIGITAL VIDEO FILES


37.7
Ev 37
B.N.7

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

RAYMOND A. JOAO, Reg. No. 35,907

Address all telephone calls to Raymond A. Joao at telephone number: (516) 747-0300
Address all correspondence to Meltzer, Lippe, Goldstein, Wolf and Schlissel, P.C.
190 Willis Avenue
Mineola, New York 11501

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of the sole inventor (given name, family name): ELIOT I. BERNSTEIN	
Inventor's signature: 	Date: > 8.19.99
Residence: 590 S.E. Mizner Boulevard Suite 102 Boca Raton, FL 33432-6080	Citizenship: U.S.A.
Post Office Address: SAME AS ABOVE	

PUBLIC/PATENT/INVENTOR/FORMS/POA



1000: DATA DELIVERED 10/18/99 12:57 FAX
Date: 8/17/99 Time: 9:59:36 AM Page 4 of 29
08/18/99 MON 12:57 FAX
② 003

VERIFIED STATEMENT CLAIMING SMALL ENTITY STATUS
(37 CFR 1.9(f) & 1.27(b))--INDEPENDENT INVENTOR

Applicant or Patentee: Eliot I. Bernstein

Serial or Patent No.: Please assign

Filed or Issued: Concurrently herewith

Title: APPARATUS AND METHOD FOR PRODUCING ENHANCED DIGITAL IMAGES AND/OR DIGITAL VIDEO FILES

As a below named inventor, I hereby declare that I qualify as an independent inventor as defined in 37 CFR 1.9(c) for purposes of paying reduced fees to the Patent and Trademark Office described in:

☒ the specification filed herewith with title as listed above.
☐ the application identified above.
☐ the patent identified above.

I have not assigned, granted, conveyed or licensed and am under no obligation under contract or law to assign, grant, convey or license, any rights in the invention to any person who would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

Each person, concern or organization to which I have assigned, granted, conveyed, or licensed or am under an obligation under contract or law to assign, grant, convey, or license any rights in the invention as listed below:

☒ No such person, concern, or organization exists.
☐ Each such person, concern, or organization is listed below.

Separate verified statements are required from each named person, concern or organization having the rights to the invention averring to their status as small entities. (37 CFR 1.27)

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b))

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

ELIOT I. BERNSTEIN
NAME OF PERSON SIGNING

500 S.E. Mizner Boulevard
Suite 102
Boca Raton, FL 33432-6080
ADDRESS OF PERSON SIGNING

[Signature]
SIGNATURE

8.19.99
DATE

PTO/SB/09 (10-92)

Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

P:\PUBLIC\PATENT\VIEWIT\3865-03865-5.SES



I View It – Private and Confidential

Fax 10 – Fax from ray to me that nothing in the cover letter is attached.

Top Header = cut up look like 8/19/99 13:11 page 001

Middle TX = Missing

Cover page 8/19/99 2:24p

Bottom of page is strangely numbered 1 –2 – 3 for the 1st time anywhere

Number of pages on cover page is scratched out the computer generated on and 3 is neatly handwritten in.

No disclaimer – no ref number on cover page

No TX report

Page 2 – Claims to have all these things attached and after page 3 the fax is complete, what happened to these. He's got donot right as do not on this one and I think it should be wrong about this time in the last folder 5865-2 at this time period



09/18/99 10:11 FAX

001

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
THE CHANCERY
190 WILLIS AVENUE
MINNEOLA, NEW YORK 11501
(516) 747-0300
DATE: August 19, 1999 TIME: 2:24pm
Telecopier Message From:
Nicole Eliseo-Pinon
of Meltzer, Lippe, Goldstein & Schlissel, P.C.

Please deliver the following pages to:

NAME:	MR. ELIOT BERNSTEIN
FAX NUMBER:	561-417-4470
NUMBER OF PAGES, INCLUDING THIS COVER PAGE:	3
COMMENTS/INSTRUCTIONS:	RE: PROV. PAT. APPL. - 5865-5 Eliot, attached herewith please find the confirmation letter which I sent to Christopher Wheeler along with the patent application and the accompanying papers. If you have any questions regarding the above, please do not hesitate to contact us. P.S. - When sending faxes to us, please use the following fax number - 516 747-9363. Thanks!

4037
B113
37.3



08/19/99 THU 13:12 FAX

002

LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.

180 WILLIS AVENUE, MINECOLA, NY 11501
TELEPHONE: (516) 747-0300
FACSIMILE: (516) 747-0883
INTERNET: WWW.MLG.COM

RICHARD A. LIPPE
MELISSA M. GOLDSTEIN
LEWIS B. MELTZER
CHARLES A. SCHLISSEL
ALAN I. ROTHMAN
BRUCE S. CONNELLEY
JACOB R. RITZ
DAVID L. HIGGINS
STEPHEN W. SCHLISSEL
STEPHEN W. SCHLISSEL

COUNSEL
BERNARD TANNENBAUM
RICHARD RICHARDS
HERBERT W. BOLDSCHE, P.C.
GARY J. FISHER
MICHAEL W. NADON

JOSEPH A. FARMER, JR.
JEFFREY A. FLEISCHMAN
JAMES T. PATER
MICHAEL W. NADON

ALSO ADMITTED IN:
NY
NJ
PA
CT

PLEASE REPLY TO MINECOLA
NEW YORK
240 EAST 45TH STREET
NEW YORK, NY 10017
TELEPHONE: (212) 694-8400
WRITER'S DIRECT EXT:

August 19, 1999

Christopher C. Wheeler, Esq.
Proskauer Rose LLP
2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360

Re: Provisional Patent Application
Of : Eliot I. Bernstein
Entitled : APPARATUS AND METHOD FOR
PRODUCING ENHANCED DIGITAL
IMAGES AND/OR DIGITAL VIDEO
IMAGES
Our Ref. No. : 5865-5

Dear Mr. Wheeler:

Enclosed herewith please find a copy of the above-identified provisional patent application, a copy of the transmittal letter, Power of Attorney form, and Small Entity Statement as filed in the U.S. Patent and Trademark Office on August 19, 1999.

A copy of this confirmation letter is being transmitted to Eliot Bernstein via facsimile without enclosures as per my telephone conversation with him today.



I View It – Private and Confidential

06/10/09 THU 13:12 FAX

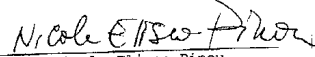
003

MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.
Christopher C. Wheeler, Esq.
Proskauer Rose LLP
Page 2

If you have any questions regarding the above, please do not
hesitate to contact me.

Sincerely yours,
MELTZER, LIPPE, GOLDSTEIN
& SCHLISSEL, P.C.

By:


Nicole Eliseo-Pinou

3

Fax 11 –

Page 1 Header = From: 9/22/99 13:42 #466 p.02/03
No TX
No Cover

Page 2 not remarkable



FROM :

1999.09-22 13:42 H465 P.02/02

37.8
B.N.
4.37

Attorney Docket No.: 5865-7

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

POWER OF ATTORNEY

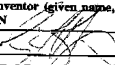
Application of: Eliot I. Bernstein
Serial No.: Please assign
Filed on: Concurrently herewith
Title: APPARATUS AND METHOD FOR PRODUCING ENHANCED DIGITAL VIDEO IMAGES AND/OR VIDEO FILES

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

RAYMOND A. JOAO, Reg. No. 35,907

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Address all correspondence to Meltzer, Lippe, Goldstein and Schlissel, P.C.
190 Willis Avenue
Mineola, New York 11501

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Full name of the sole inventor (given name, family name): ELIOT I. BERNSTEIN	
Inventor's signature: 	Date: 9/22/97
Residence: 500 S.E. Mizner Boulevard Suite 102 Boca Raton, FL 33432-6080	Citizenship: U.S.A.
Post Office Address: SAME AS ABOVE	

P:\PUBLIC\PATENT\VIEW\72065-7



1999-09-22 13:43 R465 P.03/03
Attorney Docket No.: 5865-7

FROM: **STATUS**
(37 CFR 1.9(f) & 1.27(b))--INDEPENDENT INVENTOR

Applicant or Patentee: Eliot I. Bernstein

Serial or Patent No.: Please assign

Filed or Issued: Concurrently herewith

Title: APPARATUS AND METHOD FOR PRODUCING ENHANCED VIDEO IMAGES AND/OR VIDEO FILES

As a below named inventor, I hereby declare that I qualify as an independent inventor as defined in 37 CFR 1.9(c) for purposes of paying reduced fees to the Patent and Trademark Office described in:

☒ the specification filed herewith with title as listed above.
☐ the application identified above.
☐ the patent identified above.

I have not assigned, granted, conveyed or licensed and am under no obligation under contract or law to assign, grant, convey or license, any rights in the invention to any person who would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

Each person, concern or organization to which I have assigned, granted, conveyed, or licensed or am under an obligation under contract or law to assign, grant, convey, or license any rights in the invention as listed below:

☒ No such person, concern, or organization exists.
☐ Each such person, concern, or organization is listed below.

Separate verified statements are required from each named person, concern or organization having the rights to the invention averring to their status as small entities. (37 CFR 1.27)

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b))

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

ELIOT I. BERNSTEIN
NAME OF PERSON SIGNING

500 S.E. Mizner Boulevard
Suite 102
Boca Raton, FL 33432-6080
ADDRESS OF PERSON SIGNING


SIGNATURE

9/22/97
DATE

PTO/SB/ 09 (10-92) Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

PUBLIC PATENT VIEWING 5865-7



I View It – Private and Confidential

EMAIL

and now Foley claims Ray missed boat and we go to get his files and ...

-----Original Message-----

From: Boehm, Douglas A. [mailto:daboehm@foleylaw.com]
Sent: Tuesday, May 09, 2000 4:33 PM
To: 'Brian Utley (Iviewit)'
Cc: Becker, Steven C.
Subject: FW: Iviewit.com Files

FYI ...

(Dawn Laffin is the office administrator person at Meltzer, Lippe.)

-----Original Message-----

From: Boehm, Douglas A.
Sent: Tuesday, May 09, 2000 5:28 PM
To: 'dlaffin@mlg.com'
Subject: Iviewit.com Files

Dawn --

As I mentioned on the telephone this afternoon, I received your Federal Express package this morning containing the Meltzer, Lippe files for Iviewit.com. The package contained 7 folders corresponding to your docket numbers 5865-1,3,4,4.1,5,6, and 7. However, the file folder for your docket no. 5865-8 is missing. Furthermore, not all of the paperwork for the PCT application (your docket no. 5865-10) was included in the first file 5865-1 (which is the PCT's parent case). Is there a 5865-10 file also?

During our phone conversation, you agreed to review your docket and files for 5865-8, 5865-10, and any other 5865 matters for Iviewit.com tomorrow, and forward these files to me right away.

Thanks for your assistance.

--Doug

*Douglas A. Boehm
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Tel: (414)297-5718
Fax: (414)297-4900
Email: daboehm@foleylaw.com*

NOTE: The information transmitted in and/or attached to this message is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination, or other use of, or taking any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this information in error, please contact the sender and delete the material from any computer.



Exhibit 25 – Ken Rubenstein

Here we have Ken's blessing to obviously move forward and it exhibits he and subsequently Joao knew of the site, was aware of the technologies as Ray was being sold as an employee of Ken's in NY



FW Crime Watch.txt

From: Eliot Bernstein [alps@netline.net] on behalf of

webmaster@cyberfyds.com

Sent: Thursday, January 28, 1999 4:08 PM

To: 'krubenstein@proskauer.com'

Subject: FW: Crime Watch

iviewit Confidentiality Agreement

The undersigned reader acknowledges that the information provided by iviewit and Simon & Eliot Bernstein in this business plan and at the specified iviewit website is confidential; therefore, reader agrees not to disclose it without the express written permission of Simon L. Bernstein.

This memorandum does not constitute an offer to sell, or a solicitation of an offer to purchase, securities. This business plan has been submitted on a confidential basis solely for the benefit of selected, highly qualified investors and is not for use by any other persons. Neither may it be reproduced, stored, or copied in any form. By accepting delivery of this plan, the recipient acknowledges and agrees that: i) in the event the recipient does not wish to pursue this matter, the recipient will return this copy to iviewit, at the address listed below immediately; ii) the recipient will not copy, fax, reproduce, or distribute this Confidential Business Plan or iviewit web address, in whole or in part, without written permission; iii) all of the information contained herein will be treated as confidential material. Agreement executed by the recipient prior to, or contemporaneously with, its receipt of this Confidential Business Plan

Name: Ken rubenstein E-mail: krubenstein@proskauer.com

-----Original Message-----

From: Eliot Bernstein [mailto:alps@netline.net]

Sent: Monday, February 22, 1999 12:05 PM

To: 'cwheeler@proskauer.com'

Subject: Patent pending issue for iviewit corp.

Chris,

Have you heard from Ken Rubenstein regarding our next step on getting a patent pending?



Eliot



I View It – Private and Confidential

FEB 18 1999 14:39 FR PROSKAUER ROSE

561 241 7145 TO 0894#40017001#41 P.02/03

PROSKAUER ROSE LLP

2255 Glades Road
Suite 340 West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
Fax 561.241.7145

NEW YORK
LOS ANGELES
WASHINGTON DC
CLIFTON NJ
PARIS

Christopher C. Wheeler
Member of the Firm

Direct Dial 561.995.4702
cwheeler@proskauer.com

VIA FAX

February 18, 1999

Mr. Eliot I. Bernstein
iviewit, Inc.
500 S.E. Mizner Boulevard
Suite 102
Boca Raton, FL 33432-6080

Re: Status Report Regarding Various Matters

Dear Eliot:

I thought it best to confirm the status of a number of loose ends:

1. I have spoken to Gayle Coleman about the application of the "confidentiality language" to the "web site". She is calling you directly to discuss the preparation of this language. This should be completed no later than today;
2. We have revised the Jenex language to deal with the broker/dealer issue. As I dictate this letter, the revised document is being faxed to you. We need you to review the document and give us your comments prior to our forwarding it to Irwin Newman at Jenex. Once you have had an opportunity to review the document, please call us concerning your comments;
3. I have traded phone calls with our patent expert, Ken Rubenstein. Since there seems to be some confusion as to what Ken needs in order to determine the patentability of your process, I am arranging a conference call between you, me and Ken in which we can discuss it. After that discussion, I will also provide you with a proposal as to how we should proceed and what fees and costs will be involved. I know that your father was concerned as to the patent expense. We will need to give you a more definite answer and thereafter receive authorization from you as to the expenditure of these monies;

0894/40017-001 BRLIB1/219697 v1

02/18/99 01:16 PM (2743)



I View It – Private and Confidential

FEB 18 1999 14:40 FR PROSKAUER ROSE

561 241 7145 TO 0894#40017001#41 P.03/03

PROSKAUER ROSE LLP

Mr. Eliot I. Bernstein
February 18, 1999
Page 2

4. We just received your Corporate Minute Book, and I have asked Mara Lerner Robbins of this office to follow up and complete your Corporate By-laws, your initial series of Corporate Minutes and arrange for the issuance of stock to you. I have also asked Mara to follow up with respect to a fictitious name affidavit for iviewit; and
5. With respect to copyright trademark protection, I have also asked Mara to coordinate trademark copyright protection so that you may protect the iviewit name. Today she will be faxing to you the fee information in order to secure authorization from you to proceed and finalize that matter.

I believe this covers all present loose ends. If you have any questions whatsoever, please call me.

We will keep you advised.

Best regards.

Cordially,



Christopher C. Wheeler

CCW/gb

cc: Albert W. Gortz
Jerry Lewin

0894/40017-001 BALUB1/219697 v1

02/18/99 01:16 PM (2743)

** TOTAL PAGE.03 **



I View It – Private and Confidential

Sent: Friday, June 04, 1999 4:55 PM
To: Alan Epstein (E-mail)
Subject: FW: iviewit, inc.

-----Original Message-----

From: Hassan Miah [mailto:hmiah@xingtech.com]
Sent: Sunday, May 30, 1999 1:19 PM
To: 'eib'
Subject: RE: iviewit, inc.

Not yet. I will work out a meeting time over the next couple of days. I was looking at the profile of Ken Rubinstein at Proskauer, very impressive! Is he the person that reviewed your patent application? Ken appears to be the person behind setting up the MPEG patent pool. Xing is a licensee under this. Do you mind if I e-mail Ken questions about the nature of the patent? Also, I have not heard from Goldman.

This project is very exciting to me. I keep thinking about the possibilities. Hopefully you, Kevin and I can meet over the next couple of weeks so we can accelerate our activities. How are you doing setting up the demo to view over the Internet? My home number is 805-594-0292 if you want to talk.

Hassan

> -----Original Message-----

> From: eib [SMTP:alps@netline.net]
> Sent: Saturday, May 29, 1999 8:24 PM
> To: hmiah@xingtech.com
> Subject: iviewit, inc.

>

> <?XML:NAMESPACE PREFIX = O />

>

> Hassan,

>

> Have you heard any news from Kevin? Hope all is going well.

>

> Eliot

Next email

-----Original Message-----

From: David.Colter@warnerbros.com [mailto:David.Colter@warnerbros.com]
Sent: Wednesday, August 01, 2001 10:28 PM
To: HeidiKrauel@aol.com
Cc: HPowell@cb-ventures.com; Eliot@iviewit.com
Subject: Re: Today -- iviewit



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Heidi,

Here is the info for Hank Powell from Crossbow Ventures. I have copied him above to make the introduction.

iviewit has undergone a restructuring of their business from an encoding focused business to a technology licensing business focus over the past 4-5 months. They are in the process of establishing a new executive team to handle this 'new' direction and have been working on the new business plan. They have indicated that we should have the revised plan next week.

They currently are finalizing a contract with WB Online to provide encoding services as a hold over from our original collaboration, and as a showcase for the technologies and patents.

Their site www.iviewit.com contains good demonstrations of the zooming and video encoding technologies. I have also copied the inventor/founder Eliot Bernstein, who I will ask to provide some specific links on the site to see the best representation of their work and technical capabilities.

Their patents are pending, but have received favorable opinions from people such as Ken Rubenstein on the merit of the patents, as well as thorough review by Greg Thagard and myself.

Let's talk further after you see the business plan and connect with Hank.

Thanx,
David

Hank Powell
Managing Director

CrossBow Ventures
One North Clematis Street
Suite 510
West Palm Beach, FL 33401-5523
T +1(561) 838-9005 (office)
T +1(561) 279-0556 (home)
T +1(561)310-9171 (cellphone)
F +1(561) 838-4105
HPowell@cb-ventures.com
www.cb-ventures.com

In a message dated 07/26/2001 8:01:54 AM Pacific Daylight Time, HeidiKrauel writes:

Subj:**Re: Today**
Date:07/26/2001 8:01:54 AM Pacific Daylight Time
From:[HeidiKrauel](#)



I View It – Private and Confidential

To: David.Colter@warnerbros.com (DColter0264)

Sent on: AOL 6.0 for Windows US sub 10531

In a message dated 7/26/01 10:47:13 AM Eastern Daylight Time,
David.Colter@warnerbros.com (DColter0264) writes:

Any times good for you before 10 am PST?

stepping into meeting now until 2:30pm EST. I can do tomorrow too...

Heidi Krauel
Associate
AOL Time Warner Ventures
22000 AOL Way
Dulles, VA 20166
Phone - 703 265 1134
Fax - 703 265 3925
Email - heidikrauel@aol.com

-----Original Message-----

From: PSLamont39@aol.com [mailto:PSLamont39@aol.com]

Sent: Thursday, December 20, 2001 11:01 AM

To: eliot.bernstein@verizon.net

Subject: For Your Records

Subj: I View It Technologies -- Patents Pending

Date: 12/20/01

To: krubenstein@proskauer.com

Ken,

By way of introduction, and as of December 3, I am the new CEO of I View It Technologies. Presently, working out of NYC, we are in receipt of a patent review letter from Wayne Smith, Patent Counsel of Warner Brothers.

While the letter speaks positively regarding our pending applications, we feel Wayne has "missed the boat" on a few of the claims we have staked. Having been told that you feel otherwise, I think it would be helpful at this point to have a three way discussion, at your convenience, to address the positive, yet lukewarm in part, position Wayne Smith has taken.

I have left a similar type message on your NYC office voice mail, and I would look forward to briefly speaking with you at your earliest convenience. I can be reached at 914-217-0038. Lastly, I am in the Grace Building just a few blocks from you, and I would welcome the



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opportunity for a personal meeting to discuss same, as well as some pending matters in your Florida office.

Best regards,
P. Stephen Lamont
CEO
I View It Technologies, Inc.

David Colter is a bit unclear how it could be a conflict if we both agree in advance of call that he will be in no conflict.

-----Original Message-----

From: PSLamont39@aol.com [mailto:PSLamont39@aol.com]
Sent: Thursday, January 03, 2002 3:24 AM
To: eliot.bernstein@verizon.net
Subject: Re: Ken Rubenstein

In a message dated 1/2/02 10:53:13 PM Eastern Standard Time, eliot.bernstein@verizon.net writes:

| Is he willing to speak to Time Warner?

No, he is unwilling to speak to Time Warner. He states that it would be a conflict of interest for him, as they are a major client in his New York office. Perhaps when he spoke with them before, they were not a major client.

PSL

P. Stephen Lamont
Chief Executive Officer, Director
I View It Technologies, Inc.
10 Mela
Rancho Palos Verdes, Cal. 90275
Tel: 914-217-0038
Email: psl@iviewit; pstephen.lamont@verizon.net
URL: www.iviewit.com

-----Original Message-----

From: Eliot I. Bernstein [mailto:eliot@iviewit.com]
Sent: Friday, January 18, 2002 2:20 PM
To: P. Stephen Lamont
Subject: RE: Ken Rubenstein
Importance: High

must be confused with iviewit? when you hang up send me a mail and i will call re; this and my call with coester just now.



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-----Original Message-----

From: P. Stephen Lamont
Sent: Friday, January 18, 2002 11:03 AM
To: Eliot I. Bernstein
Cc: david.colter@warnerbros.com
Subject: Ken Rubenstein

I just spoke with Ken Rubenstein, and he reiterated that he does a lot of work for Warner Brothers and is unable to pick the phone up and discuss the matter on our behalf. Moreover, he is not too pleased that I have asked him to do same in what amounts to the third time.

Lastly, he would welcome a call from Wayne Smith directly and would discuss with him the fact that "he is not too familiar with what [I View It] has," but would not be "negative or positive " in any potential discussion.

Best regards,

P. Stephen Lamont
Chief Executive Officer, Director
I View It Technologies, Inc.
10 Mela
Rancho Palos Verdes, Cal. 90275
Tel: 914-217-0038
Email: psl@iviewit; pstephen.lamont@verizon.net
URL: www.iviewit.com



IVIEWIT HOLDINGS, INC.
DRAFT LETTER – NOT SENT YET

P. Stephen Lamont
Chief Executive Officer
Direct Dial: 914-217-0038

By Electronic Mail and Facsimile

January 20, 2010

Kenneth Rubenstein
Partner
Proskauer Rose LLP
1585 Broadway
New York, NY 10036

Re: Iviewit Patents Pending

Dear Ken:

Last we spoke, Wayne Smith of Warner Bros. requested a conversation with you pertaining to Iviewit patents pending, of which you denied indepth knowledge of same and, additionally, stated conflict of interest issues. Sadly, Iviewit has submitted Return of Property papers and a soon to be issued Cease and Desist letter to Warner Bros. for breach of a Confidentiality Agreement executed in August 2000, and ignorance of a reasonable license agreement to remedy said breach.

In any event, I am writing for another reason as I came across a piece of perplexing information earlier today. I stumbled upon some documentation that named you as an Advisory Board member of the company somewhere between the fall of 1999 and the spring of 2000.

Moreover, recalling your own words, as I sat in your office earlier in the year, of your present unfamiliarity with the Iviewit techniques and unwillingness to speak on behalf of what I have since heard you describe as “novel” approaches to video perplexes me to a certain extent when I view you as a former Advisory Board member, if you ever held such a designation.

Further, and I should not be relaying this to you, but there are rumors swirling around the company with finger pointing and all from Florida to Los Angeles wherein it catches the jet stream and arrives very soon in New York of alleged breaches of confidentiality pertaining to Iviewit technology, transfers of trade secrets, and, even in certain circumstances, knowing and willful invention fraud by the outright switching of signature

Kenneth Rubenbstein
January 20, 2010
Page 2

pages of patent filings by some earlier patent counsels appointed by the company, including, but not limited to one Mr. Ray Joao, formerly, it is my understanding, of Meltzer, Lippe, Goldstein & Schlissel, P.C., (your former firm) and an individual that, it is also my understanding, you have worked closely with in the past pertaining to Iviewit and other matters. Moreover, it is also my understanding, that you were the first individual to be presented with the Iviewit proprietary techniques, and passed along the work to your past associate, Mr. Joao, and “reviewed” same prior to, during, and, perhaps, after your transition from the Meltzer firm to Proskauer, and in whatever capacity “reviewed” refers to.



I View It – Private and Confidential

At this juncture in my tenure as Iviewit CEO, I have ordered a full legal audit of the company both from a business perspective and an intellectual property perspective. With the results of said audit nearly complete, the preliminary intellectual property conclusions relayed astound me to the point that I have been told that the Iviewit patents pending are akin to patenting “peanut butter.”

Furthermore, I have been told of your past involvement with the Iviewit proprietary techniques, of your conversations about the Iviewit techniques with, including, but not limited to, Greg Thagard, Chris Cookson, and David Colter among others, and your initial conclusion of the novelty of the Iviewit techniques, and I ask myself, “Why, why has past patent counsel failed to patent the inventions as specified by our inventor?” Moreover, I ask myself “Why do the description of the inventions fail to lead one to believe that Iviewit had invented anything at all?”

Still further, I think back to the comments I have heard of your initial reaction to the Iviewit techniques and describing them as “novel,” which leads me to the conclusion that in your role as overseer of many patent pools, combined with your description of the novelty of the Iviewit techniques, you had not seen scaling in your review of patents pertaining to the essentiality of any given pool, and I ask myself further, “Why is the Iviewit scaling method now so far reaching and ubiquitous in many, varied patent pools overseen by yourself and others of similar stature?”

As such, I would like to enlist your assistance, if available, to review the conclusions of past and present patent counsel, and to further assist Iviewit in further defining the inventions in any intellectual property arena of our choosing, whether it be by a petition by what process is available at the United States Patent and Trademark Office, or any administrative, state, or federal court of appropriate jurisdiction armed with executed documents, memos, emails, and parole evidence all pointing to fraudulent, or at the least, entirely malpractical occurrences regarding the filings of the past Iviewit patents pending.

Kenneth Rubenstein
January 20, 2010
Page 3

Lastly, as I mentioned above, I have ordered a full legal and accounting audit of the company many weeks ago, and I expect the completion of same shortly, and I would appreciate a response at your earliest convenience.

Best regards,

P. Stephen Lamont
Chief Executive Officer

IVIEWIT BUSINESS PLAN ADVISORY BOARD AS OF 2000

Advisory Board

- **Don G. Kane** - Don Kane is President of GDI, a privately held holding company that controls 4 business-to-business Internet companies. Prior to joining GDI, Don was a Managing Director in the Investment Banking Division of Goldman Sachs & Co. During his fourteen-year career at Goldman Sachs, Don created the firm's Midwest Financial Institutions practice and founded a Global Financial Institutions Technology Group. Don is a Board member and Vice Chairman of Sagence Systems, Inc., a GDI company and is a member of the Board of Versifi, Inc. and Erogo Systems. Don is an advisor to Signcast, Inc., Gryphon Holdings and Capita



I View It – Private and Confidential

Technologies. He is a member of the Kellogg Graduate School of Management Advisory Board at Northwestern University and is a member of the Board of the Metropolitan YMCA of Chicago.

- **Alan Epstein** – Alan Epstein is a shareholder of the entertainment law firm Armstrong Hirsch Jackoway Tyerman & Wertheimer, P.C., which is based in Los Angeles. Alan's law practice consists of advising Internet companies on various issues pertaining to the entertainment industry, including the creation, licensing and acquisition of content, the introduction and negotiation of strategic partner relationships, and various other matters relating to the convergence of technology and content. Alan also advises his firm's numerous celebrity clients on the exploitation and protection of their name and likeness rights and content on the Internet, as well as merchandising, endorsement and sponsorship deals. Prior to entering the UCLA School of Law, Alan was a certified public accountant at Deloitte Haskins & Sells in Dallas, Texas.
- **Chris C. Wheeler** – Chris Wheeler, a member of Proskauer Rose LLP's Corporate Department and a partner in the Florida office, has a versatile transactional practice. Chris has had extensive experience in real estate and corporate law, institutional lending and workouts, administrative law and industrial revenue bond financing. Moreover, he serves as a strategist and counselor to many clients in handling their other legal and business matters. Chris is well-versed in general corporate law as well as mergers and acquisitions and securities matters. He has guided companies from startup through initial private placements to public offerings. A graduate of Hamilton College and Cornell Law School, Chris was a member of the managing Board of Editor of the Cornell Law Review.
- **Kenneth Rubenstein** – Ken is a partner at Proskauer Rose LLP law firm and is the patent attorney for iviewit.com. He is a registered patent attorney before the U.S. Patent & Trademark Office. Ken counsels his clients with respect to the validity and infringement of competitors' patents, as well as prosecutes patent applications. For the past several years Ken has worked on the formation of a patent pool, for MPEG-2 technology, involving large consumer electronics and entertainment companies. Ken is also a former member of the legal staff at Bell Laboratories. Ken received his law degree, cum laude, from New York Law School. and his Ph.D. in physics from the Massachusetts Institute of Technology where he also graduated with a B.S. Degree.
- **Ray Joao** – Ray heads Meltzer, Lippe's Intellectual Property Rights, Patents, Copyrights and Trademarks Group. He specializes in intellectual property law, including patents, trademarks and copyrights, as well as technology transfers. He has extensive experience in patent prosecution, licensing and litigation in the fields of computer software and hardware, communication networks, electronics, the Internet, financial modeling and mechanical devices. Ray is adept at dealing with high technology companies and other companies looking to patent not only their physical inventions but new business methods as well.

Legal Counsel

- *Armstrong Hirsch Jackoway Tyerman & Wertheimer*
Armstrong Hirsch Jackoway Tyerman & Wertheimer, P.C. is one of the nation's leading entertainment law firms. Based in Los Angeles, California, it represents many of the most prominent actors, writers, directors and producers of feature films, television programming and other entertainment content. The firm also represents various content and technology companies in the Internet industry, including prominent web sites, entertainment-oriented portals, aggregated celebrity sites and various e-commerce companies. The firm is assisting in developing the business structure of iviewit.com.
- *Proskauer Rose* –
Proskauer Rose LLP is one of the nation's largest law firms, providing a wide variety of legal services to major corporations and other clients through the United States and around the world. Founded in 1875 in New York City, the firm employs 475 attorneys and has wide experience in all areas of practice important to businesses, including corporate finance, mergers and acquisitions, real estate transactions, bankruptcy and reorganizations, taxation, litigation and dispute resolution, intellectual property, and labor and employment law.
- *Meltzer Lippe Goldstein & Schlissel, P.C.*



The firm's focus is providing legal and business-related services to high-technology companies. These services include public offerings, venture financing, mergers and acquisitions, executive compensation strategies, tax structuring, intellectual property audits, patents, patent licensing and corporate and intellectual property litigation services. Meltzer Lippe practices in more than 20 legal disciplines and acts as General Counsel to the Long Island Venture Fund, Newlight Associates, L.P., and LISTnet, where they are also a Founder. The firm served as outside General Counsel to Cheyenne Software, Inc. until it merged with Computer Associates International Ltd.

Consultants

- **Danny Socolof** – Mr. Socolof is the founder and CEO of the Marketing Entertainment Group of America, Inc., an entertainment production and marketing company. Mr. Socolof has created national branding events and campaigns for the world's largest and most important intellectual property owners including MTV, Pepsi, Nintendo, Proctor and Gamble, SC Johnson, Anheuser-Busch, Apple Computers, Philips Electronics and many other top tier entertainment and global consumer products organizations.
- **Mike McGinley** – Mr. McGinley is the founder of SRO Consultants, a Los Angeles based international consulting firm that provides a wide range of business and management services for the entertainment and music industry. SRO Consultants provides strategic consulting and marketing/cross promotions to industry leaders such as Microsoft, DirecTV, Best Buy, InterVU and Music Choice. Additionally, SRO handles tour accounting for more than 100 major clients including Sting, Neil Young, the Rolling Stones and Tom Petty. Mr. McGinley is a Certified Public Accountant who received his B.A. in business administration from the University of Montana.



Exhibit 26 – Gerald Lewin response to his client starting to use I View It Technologies

The reason for this investigation and subsequent letter was simple. Lewin had introduced us to HotelView telling us he barely new them but they may be interested in our techs. We meet under NDA and next thing you know they are opening new sites with our stuff. I go to Wheeler's office, he is stunned we meet with Gerry and he again states he hardly knows these guys. Just about that time a Jeff Friedstein at Goldman Sachs sends over a stock report on VD and guess who was the Accountant for them until they went public? Gerry's memory comes back after being presented by Chris (who acts surprised etc.) and drafts letter to make sure I View It info is not being transferred to VD. Funny and we find out later that Wheeler and Proskauer Boca also handled this account, funny Wheeler never mentions nor does he have his employees mention.





GOLDSTEIN LEWIN & CO.

Certified Public Accountants

June 7, 1999

Simon Bernstein
Eliot Bernstein
Board of Directors
IVIEWIT, Inc.
500 S.E. Mizner Boulevard, Suite 102
Boca Raton, FL 33432

Re: Possible Conflict of Interest
Visual Data Corporation
Hotelview Corporation

Dear Simon and Eliot:

Based on the billing records I have reviewed, our engagement for Visual Data Corporation and its subsidiary, Hotelview Corporation started in October of 1994. I had originally obtained the client and turned it over to the firm's auditing department which has since then managed all engagements and kept contact with the clients.

We prepared certified audits for the above mentioned clients for years ended September 30, 1994, September 30, 1995 and September 30, 1996. Our firm assisted Visual Data and its subsidiary, Hotelview, in becoming a publicly traded corporation while we were preparing the September 30, 1996 audit. Subsequently, the underwriter felt that a national firm would best serve the client with their auditing services and the auditing function was turned over to Arthur Andersen which performed the September 30, 1997 and September 30, 1998 audits. Our firm continued to prepare a consolidated tax return for Visual Data and Hotelview.

It was my personal understanding from the beginning of the engagement that Visual Data was a holding company and Hotelview was a subsidiary operating corporation. When I met with the two of you some months ago, I pointed out that Hotelview was a client of our firm, but that we were no longer engaged to prepare their audit. The only discussion I recall between us related to the quality of Hotelview's pictures. It was approximately a week ago when Eliot discussed business activity of Visual Data that I even realized that it conducted its own business and was not merely a holding company.

After turning over the account to the auditing department in October of 1994, I had no involvement with the client, the auditing function or the preparation of the tax returns. At no time whatsoever have I discussed any information regarding IVIEWIT, Inc. with any members of the Board of Directors, officers or employees of Visual Data Corporation or Hotelview Corporation. I have never owned, nor do I currently own, stock of Visual Data or Hotelview. I have never advised any members of my family or anyone else to buy or sell stock of Visual Data or Hotelview.

I have never been, nor am I currently, a member of the Board of Directors or any advisory committee of Visual Data or Hotelview. From time to time, when Visual Data or Hotelview issues additional stock or repurchases its own stock, a letter of consent is required from Goldstein Lewin & Co., since we were on record as being the auditors on the September 30, 1996 financial statement. Because of this letter, we must maintain independence from Visual Data and Hotelview. Pursuant to SEC and AICPA regulations, no employees of Goldstein Lewin & Co. are permitted to own stock in Visual Data or Hotelview or be a member of the Board of Directors of Visual Data or Hotelview. To my knowledge, all the employees of Goldstein Lewin & Co. adhere to that independent status.

1900 N.W. Corporate Blvd.
East Building Suite 300
Boca Raton, Florida 33431
(561) 994-5050

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
FAX (561) 241-0071

Fort Lauderdale Office
4850 West Prospect Road
Fort Lauderdale, FL 33309
(Reply to Boca Address)



Simon Bernstein
Eliot Bernstein
Board of Directors
IVIEWIT, Inc.
June 7, 1999

Possible Conflict of Interest – Page Two

The September 30, 1996, September 30, 1997 and September 1998 tax returns were prepared by the following employees of Goldstein Lewin & Co.:

9/30/96	Natalie Kelly, CPA
9/30/97	Nicholas Buscemi, CPA
9/30/98	Nicholas Buscemi, CPA

I will be forwarding to you, under separate cover, notarized disclosures of confidentiality by employees of Goldstein Lewin & Co. regarding Iviewit, Inc., Visual Data Corporation and Hotelview Corporation.

If I can be of further help, please advise.

Sincerely,

GOLDSTEIN LEWIN & CO.
Certified Public Accountants


Gerald R. Lewin, CPA

GRL/tjw


c: Christopher Wheeler, Esq.

F:\data\99\gri\conflict.doc.

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 7th day of June, 1999, by
Gerald R. Lewin who is personally known ☒ or who has produced
_____ as identification.




Signature of Notary Public
Lisa Scarabino
Printed Name of Notary Public
State of Florida at Large
My Commission No.
My Commission Expires:





GOLDSTEIN LEWIN & CO.

Certified Public Accountants

June 24, 1999

Chris Wheeler
Proskauer Rose LLP
2255 Glades Road, Suite 340W
Boca Raton, FL 33431

Dear Chris:

Enclosed are the remaining executed employee affidavits for Goldstein Lewin & Co. regarding the iviewit, Inc. conflict of interest matter. At this time, all employees have submitted an affidavit.

Thank you for your assistance.

Sincerely,

GOLDSTEIN LEWIN & CO.
Certified Public Accountants

Gerald R. Lewin, CPA

GRL/bjw
Enclosures (11)

c: Eliot Bernstein

F:\data\99\40875\finaffids.doc.

1900 N.W. Corporate Blvd.
East Building Suite 300
Boca Raton, Florida 33431
(561) 994-5050

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
FAX (561) 241-0071

Fort Lauderdale Office
4850 West Prospect Road
Fort Lauderdale, FL 33309
(Reply to Boca Address)



GOLDSTEIN LEWIN & CO.

Certified Public Accountants

AFFIDAVIT

To: Simon Bernstein
Eliot Bernstein
Board of Directors
IVIEWIT, Inc.
500 S.E. Mizner Boulevard, Suite 102
Boca Raton, FL 33432

Re: Possible Conflict of Interest
Visual Data Corporation
Hotelview Corporation

I, Donald J. Goldstein am presently employed by the firm of Goldstein Lewin & Co., Certified Public Accountants. At no time whatsoever have I discussed, nor intend to discuss, any information regarding IVIEWIT, Inc. with any members of the Board of Directors, officers or employees of Visual Data Corporation or Hotelview Corporation. I have never owned, nor do I currently own, stock of Visual Data or Hotelview. I have never advised any members of my family or anyone else to buy or sell stock of Visual Data or Hotelview.

I have never been, nor am I currently, a member of the Board of Directors or any advisory committee of Visual Data or Hotelview.


Signature


6-17-99
Date

STATE OF FLORIDA
COUNTY OF PALM BEACH

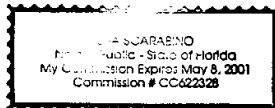
Sworn and subscribed before me this 17 day of June, 1999, by

Donald J. Goldstein who is personally known ☒ or who has produced

As identification.


Signature of Notary Public

LISA Scarabino
Printed Name of Notary Public
State of Florida at Large
My Commission No.
My Commission Expires:



1900 N.W. Corporate Blvd.
East Building Suite 300
Boca Raton, Florida 33431
(561) 994-5050

Broward (954) 429-8555
Dade (305) 944-3582
Palm Beach (561) 737-0309
FAX (561) 241-0071

Fort Lauderdale Office
4850 West Prospect Road
Fort Lauderdale, FL 33309
(Reply to Boca Address)



t

From: t [eliot.bernstein@verizon.net]
Subject: RE: iviewit -Reply

-----Original Message-----
From: iviewit [mailto:alps@netline.net]
Sent: Friday, June 04, 1999 8:17 AM
To: 'Christopher Wheeler'
Subject: RE: iviewit -Reply

Please forward me a copy. Can you email the agreement to me.

-----Original Message-----
From: Christopher Wheeler [mailto:CWheeler@proskauer.com]
Sent: Friday, June 04, 1999 11:14 AM
To: alps@netline.net
Subject: iviewit -Reply

** High Priority **

Eliot:

I have prepared the agreements for Hassan Miah and the others; and we are preparing to fax them. Joao has reviewed the agreement form and has approved it.

I checked on the Big Entertainment agreement. The only document we have is a letter from Laurie Silverstein. We did not believe it was sufficient for our purposes so we asked her to modify it--but she never did--

I have called Rosalie Bibona--I left a message asking her for the names of all the participants in our meeting last week.

Regards,
Chris

Exhibit 27 – Infringers

This section must start at the beginning

1. Kenneth Rubenstein's patent pools
2. Raymond Joao's patents
3. Gerald Lewin clients
4. Chris Wheeler's clients
5. Brain Utley – not sure if stealing qualifies for infringement but why not
6. Warner Brothers – Under NDA
7. Sony – Under NDA
8. MGM – Under NDA
9. Hollywood.com – Under NDA
10. Visual Data
11. Camera Manufacturers
12. Intel through acquisition of R3D
13. Webcast (Huizenga company that after learning our technique sold to Ibeam)
14. Akamai – Friend of Brian, George Conrades
15. RYJO may we remove his trademark and ability to sell our concept?
16. Teranex – Under NDA
- 17.

-----Original Message-----

From: David.Colter@warnerbros.com [mailto:David.Colter@warnerbros.com]

Sent: Monday, January 14, 2002 9:51 PM

To: John.calkins@warnerbros.com

Cc: CHuck.dages@warnerbros.com; Alan.Bell@warnerbros.com

Subject: iviewit

John,

In all the review we have done with iviewit it seems to boil down to the status of the patents and their inherent value. At that point it is a risk-reward evaluation -- without awarded patents it is difficult to completely assess the value. I would suggest that we consider one other perspective...

Prior to iviewit (approx Feb 2000) the video we (WB Online) delivered on the web was QCIF (160x120) or smaller and was below full frame rate. At the time of our first meeting we also identified On2 along with iviewit as two solid players who could deliver full screen full frame rate web video. All who saw it were impressed. Greg and I visited iviewit in August and reported back that they had filed patents on scaling techniques that hinged upon a visual 'trick' which allowed the human eye to accept 320x240 video scaled to 640x480 at 30 fps as close to VHS quality. We checked with Ken Rubenstein and others who provided some solid support for iviewit, and Chris Cookson asked Greg and I to continue to work with iviewit in an R&D capacity.

In the fall of 2000 iviewit also met with a number of folks at WB Online (in September and October) and demonstrated their process and techniques to Sam Smith, Houston, Joe Annino and others. Sam



I View It – Private and Confidential

contacted iviewit a number of times and requested the patents, along with specifics of the iviewit process to evaluate what they were doing. I was not part of these meetings, but was aware they had occurred, as Jack Scanlon kept me up to date.

When I sat down with Morgan and Houston in March 2001 to see what technology they were using to encode video, it was clear that they were using some of the techniques that would overlap with iviewit's filed process patents (still pending), but it is not clear that these were all learned from iviewit -- we may wish to explore this a little. This meeting was to determine what equipment we would get for our lab at 611 Brand. This same information was also provided to iviewit by Morgan as they were establishing the company as an outsourcing facility for encoding our content.

I am aware of several meetings held between iviewit and WB Online to share information of techniques and process, and was invited to a few of them.

We all signed iviewit's confidentiality agreement. So to the other perspective....

We have an opportunity to establish a license with iviewit for a modest fee at this time, and establish a MFN. In good faith we signed the confidentiality agreement, iviewit revealed their processes and techniques, and we now use those techniques in encoding. As we have discussed on a few occasions, these techniques now appear in the public domain to some extent in documentation for Real Producer, WMP Developer Guides, Media Cleaner Pro, etc, but they were not available in 2000. I would not suggest we learned the techniques completely from iviewit (I actually do not know the answer), but a modest licensing fee may be appropriate and honorable considering our good faith relationship in signing the confidentiality doc.

If we choose to pass at this time the risk is primarily from iviewit's main investor, Crossbow Ventures, gaining control of the IP and approaching WB later for a license -- I do not believe they will be as friendly considering their dealings with iviewit and its employees since Feb of 2001. It is estimated that the patents will be completed in 8-12 months.

As you are all aware I have a personal relationship with Eliot Bernstein, the founder of iviewit, and as a result, I left the evaluations and decisions to Greg, and others, and only assisted iviewit to get to the correct people in WB and AOLTV. I wanted to add this perspective as we consider if there is an option to pursue with iviewit -- they are facing continued financial pressure right now. There are many other threads to our interaction with iviewit and I would be happy to discuss.

Thanx,
David



Exhibit 28 – Endorsements



ellen_high.asx

-----Original Message-----

From: EIB [mailto:alps1@bellsouth.net]
Sent: Friday, June 04, 1999 4:55 PM
To: Alan Epstein (E-mail)
Subject: FW: See you in California soon.

-----Original Message-----

From: Hassan Miah [mailto:hmiah@xingtech.com]
Sent: Wednesday, May 26, 1999 1:34 PM
To: 'iviewit, inc. (E-mail)'
Subject: RE: See you in California soon.

Hi Eliot,

I really enjoyed my visit on Monday and see an enormous potential for the technology. Later today I will be meeting with Kevin to discuss the opportunity.

How did your meeting go with Real 3D? Also, will you have your site up tomorrow for me to view from here?

> -----Original Message-----

> From: iviewit, inc. (E-mail) [SMTP:viewmaster@iviewit.com]
> Sent: Wednesday, May 26, 1999 2:48 AM
> To: Hassan Miah (E-mail)
> Cc: Richard Rosman (E-mail)
> Subject: See you in California soon.

>

> << File: clip_image002.jpg >>

>

> Dear Hassan,

> Thank you for taking the time to come see the iviewit technology. It was
> a pleasure getting to know you and I look forward to a growing
> relationship. I should be coming to California early next week and we can
> begin putting the puzzle together then.

>

> In the interim, if you need any additional information, please feel free
> to give me a call.

>

> Eliot



next email

Doug Chey SPDE (Sony)

-----Original Message-----

From: Eliot I. Bernstein [mailto:eliot.bernstein@verizon.net]

Sent: Friday, May 25, 2001 9:50 AM

To: 'Chey, Doug'

Subject: RE: iviewit

Importance: High

Sensitivity: Private

Doug,

I will get you a package for the advisory board, I need to run it through my board, we go to dinner and it should be done. What night are you available next week?

Eliot

-----Original Message-----

From: Chey, Doug [mailto:dche@sonypictures.com]

Sent: Friday, May 25, 2001 8:34 AM

To: 'eliot.bernstein@verizon.net'

Subject: RE: iviewit

Sensitivity: Private

No problem Eliot. As you know I am definitely a proponent of the technology. One quick question, how does one become a technical advisory board member?

-----Original Message-----

From: Eliot I. Bernstein [mailto:eliot.bernstein@verizon.net]

Sent: Friday, May 25, 2001 7:01 AM

To: Chey, Doug

Subject: iviewit

Importance: High

Sensitivity: Private

Dear Doug,

Thanks a million for the referrals to both Geoffrey Springer and Satoshi Tanimoto! We had a great meeting with them and will be moving forward with a license agreement for Sony's usage of the zoom image technology and the iviewit video process. We talked about utilizing both technologies on two upcoming Sony blockbusters (Ali & Spiderman). Hope all is going well and I was wondering if you and Christen would like to go to the upcoming Madonna shows with a group of us?

Again, I can't thank you enough for all of your continued help and support.

Best regards,

Eliot I. Bernstein

Founder & Vice Chairman

Blessed are the geek: for they shall inherit the earth! Gattthew 5:5



Exhibit 29 – How to not create an excel sheet that makes no sense Act 1 & 2. OK lets count and while counting imagine that we are building a patent portfolio spreadsheet. Normal counting and spreadsheet data do not get put together with missing numbers etc. But this was what was represented to I View It as Foley's spreadsheets.



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IVIEWIT.COM PATENT PORTFOLIO

Page 1 of 2

Tab No.	F&L Dkt. No.	MLG Dkt. No.	Country (Type)	Appl. No.	Filing Date	Application Title	Inventor(s)	Assignee	No. Appl. Pgs/Shts	Priority
1	57103/102	5865-1	U.S. (Provisional)	60/125,824	3/24/1999	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	15/4	N/A
2	57103/103	5865-3	U.S. (Provisional)	60/137,297	6/3/1999	Apparatus and Method for Producing Enhanced Video Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	1/0	N/A
3	57103/104	5865-4	U.S. (Provisional)	60/137,921	6/7/1999	Apparatus and Method for Playing Video Files Across the Internet	Eliot I. Bernstein	Iviewit Holdings, Inc.	1/0	N/A
4	57103/105	5865-4.1	U.S. (Provisional)	60/141,440	6/29/1999	Apparatus and Method for Providing and/or Transmitting Video Data and/or Information in a Communication Network	Eliot I. Bernstein	Iviewit Holdings, Inc.	25/2	N/A
5	57103/106	5865-6	U.S. (Provisional)	60/146,726	8/2/1999	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	18/4	N/A
6	57103/107	5865-5	U.S. (Provisional)	60/149,737	8/19/1999	Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	21/4	N/A
7	57103/108	5865-7	U.S. (Provisional)	60/155,404	9/22/1999	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	29/4	N/A
8	57103/109	5865-8	U.S. (Provisional)	60/169,559	12/8/1999	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	47/5	N/A
9	57103/110	5865-10	PCT (International)	PCT/US00/07772	3/23/2000	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	14/4	60/125,824

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Foley & Lardner

6/13/2000



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IVIEWIT.COM PATENT PORTFOLIO

Page 2 of 2

Tab No.	F&L Dkt. No.	MLG Dkt. No.	Country (Type)	Appl. No.	Filing Date	Application Title	Inventor(s)	Assignee	No. Appl. Pgs/Shfts	Priority
10	57103/111	N/A	PCT (International)	PCT/US00/____	6/2/2000	System and Method for Streaming an Enhanced Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559
11	57103/112	N/A	PCT (International)	PCT/US00/____	6/2/2000	System and Method for Providing an Enhanced Digital Video File	Bernstein, Ulley, Rosario		33/3	60/137,297 60/155,404 60/169,559
12	57103/113	N/A	PCT (International)	PCT/US00/____	6/2/2000	System and Method for Playing a Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559
13	57103/114	N/A	U.S. (Non-Provisional)	09/____	6/5/2000	System and Method for Streaming an Enhanced Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559 57103/111PCT
14	57103/115	N/A	U.S. (Non-Provisional)	09/____	6/5/2000	System and Method for Playing a Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559 57103/113PCT
15	57103/116	N/A	U.S. (Non-Provisional)	09/____	6/5/2000	System and Method for Providing an Enhanced Digital Video File	Bernstein, Ulley, Rosario		33/3	60/137,297 60/155,404 60/169,559 57103/112PCT
16	57103/118	N/A	PCT (International)	PCT/US00/____	6/7/2000	System and Method for Playback Over a Network	Bernstein, Friedstein, Ulley		24/2	60/137,921 60/141,440
17	57103/119	5865-1	U.S.	09/522,721	3/10/2000	Apparatus and Method for Producing Enhanced Digital Images	Bernstein		15/4	60/152,824

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Foley & Lardner

6/13/2000



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VIEWIT.COM PATENT PORTFOLIO

[illegible]

11/30/2000 11:46 AM

Patent filings.xls

[illegible]

11/30/2000 11:42 AM

Patent filings.xls

Now we look at what the next law firm discovered in their discovery, which is, quite surprising that we find 2 Utley applications in his own name that are never disclosed. Crossbow wants study and Blakely is hired to try and decipher what's up and we find all kinds of discrepancies



VIEWIT.COM PATENT STATUS REPORT

05707

TITLE	MAYER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
Apparatus and Method for Producing Enhanced Digital Images	P001 (Ika102)	Eliot I. Bernstein	United States	Serial No. 60/125824	Filed 03/24/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc. (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0526	Abandoned (Provisional Application)
Apparatus and Method for Producing Enhanced Video Images	P002 (Ika 103)	Eliot I. Bernstein	United States	Serial No. 60/137,297	Filed 06/03/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc. (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0494	Abandoned (Provisional Application)
Apparatus and Method for Playing Video Files Across the Internet	P003 (Ika 104)	Eliot I. Bernstein	United States	Serial No. 60/137,921	Filed 06/07/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc. (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0497	Abandoned (Provisional Application)
Apparatus and Method for Providing and/or Transmitting Video Data and/or Information in a Communication Network	P004 (Ika 105)	Eliot I. Bernstein	United States	Serial No. 60/141,440	Filed 06/29/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame: 010523/0574	Abandoned (Provisional Application)
Apparatus and Method for Producing Enhanced Digital Images	P005 (Ika 106)	Eliot I. Bernstein	United States	Serial No. 60/146,726	Filed 08/02/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame: 010523/0509	Abandoned (Provisional Application)
Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	P006 (Ika 107)	Eliot I. Bernstein	United States	Serial No. 60/149,737	Filed 08/19/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame: 010523/0506	Abandoned (Provisional Application)
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P007 (Ika 108)	Eliot I. Bernstein	United States	Serial No. 60/155,404	Filed 09/22/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame: 010523/0183	Abandoned (Provisional Application)

Blakely, Sokoloff, Taylor & Zafman

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Prepared: 7/17/2001



VIEWIT.COM PATENT STATUS REPORT

05707

TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P008 (aka 109)	Eliot I. Bernstein	United States	Serial No. 60/169,559	Filed 12/08/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0220	Abandoned (Provisional Application)
Apparatus and Method for Producing Enhanced Digital Images	P009PCT (aka 110)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/07 772	Filed 03/23/00 Priority 03/24/99	Not assigned.	Pending.
System and Method for Streaming an Enhanced Digital Video File	P010PCT (aka 111)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15 408	Filed 06/02/00	Not assigned.	Pending.
System and Method for Providing an Enhanced Digital Video File	P011PCT (aka 112)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15 405	Filed 05/02/00 Priority 03/06/99	Applicant Iviewit Holdings, Inc.	Pending. Written opinion due 06/20/01.
System and Method for Playing a Digital Video File	P012PCT (aka 113)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15 406	Filed 06/02/00 Priority 03/06/99	Applicant Iviewit Holdings, Inc.	Pending. Written opinion due 06/20/01.
System and Method for Streaming an Enhanced Digital Video File	P013 (aka 114)	Eliot I. Bernstein Zakir A. Shirajee	United States	Serial No. 09/587,730	Filed 06/05/00	Applicant Iviewit Holdings, Inc.	Pending.
System and Method for Playing a Digital Video File	P014 (aka 115)	Eliot I. Bernstein Zakir A. Shirajee	United States	Serial No. 09/587,026	Filed 06/05/00	Applicant Iviewit Holdings, Inc.	Pending.

Blackdy, Skoloff, Taylor & Zahman

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Prepared: 7/17/2001



VIEWIT.COM PATENT STATUS REPORT

05707

TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
System and Method for Providing An Enhanced Digital Video File	P015 (Ika 116)	Eliot I. Bernstein Brian G. Utley Jude R. Rosario	United States	Serial No. 09/587,734	Filed 06/05/00	Applicant Iviewit Holdings, Inc.	Pending
System and Method for Video Playback Over a Network	P016PCT (Ika 118)	Eliot I. Bernstein	PCT	Serial No. PCT/US00/15 602	Filed 06/07/00	Applicant Iviewit Holdings, Inc.	Pending Response due 6/29/01.
Apparatus and Method for Producing Enhanced Digital Images	P017 (Ika 119)	Eliot I. Bernstein	United States	Serial No. 09/522,721	Filed 03/10/00	Not assigned	Pending. Claims benefit of 60/125,824
System and Method for Providing an Enhanced Digital Image File	P018PCT (Ika 120)	Eliot I. Bernstein	PCT	Serial No. PCT/US00/21 211	Filed 08/02/00	Applicant Iviewit Holdings, Inc.	Pending. Deadline for entering into National Phase 04/02/01.
System and Method for Providing and Enhanced Digital Image File	P019 (Ika 121)	Eliot I. Bernstein Brian Utley	United States	Serial No. 09/631,939	Filed 08/02/00	Not assigned.	Pending. Deadline to file missing parts 11/29/00.
Zoom and Pan Imaging Using a Digital Camera	P020 (Ika 122)	Brian Utley	United States	Serial No. 60/223,344	Filed 09/18/00	Not assigned.	Pending (Provisional Application expires 09/18/01)
Zoom and Pan Imaging Design Tool	P021 (Ika 123)	Brian Utley	United States	Serial No. 60/233,341	Filed 09/18/00	Not assigned.	Pending (Provisional Application expires 09/18/01)

Blackby, Schkoloff, Taylor & Zidman

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Prepared: 7/17/2001



To further confuse you dear reader this was stuffed in behind the portfolios, which neglect to mention 120 even exists.



WHAT IS CLAIMED IS:

- 1 1. A method of providing a digital image file for viewing on a
2 user display in a viewing window having a predetermined size, the
3 method comprising:
4 providing a digital image file having an image size
5 comprising a fixed number of pixels representative of an image, wherein
6 the image size is greater than that of the predetermined viewing window
7 size.
- 8 2. The method of claim 1, further comprising providing a user
9 interface for the digital image file, the user interface configured to display
10 the digital image file in the viewing window and to allow a user to zoom
11 into the image displayed in the viewing window,
- 12 3. The method of claim 1, wherein the image size is at least
13 ten times that of the predetermined viewing window size.
- 1 4. The method of claim 1, wherein the user interface is
2 configured to allow the user to pan across the image.
- 1 5. The method of claim 1, wherein the user interface prevents
2 the user from zooming into the image to the point of pixelation.
- 1 6. The method of claim 1, wherein the digital image file
2 includes the user interface in a single data file.
- 1 7. The method of claim 1, wherein the user interface is an
2 application program applet.
- 1 8. The method of claim 1, wherein the user interface is an
2 application program controlled by the user's computer.



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001.826353.5



Atty. Dkt. No. 57103/120

1 9. The method of claim 1, further comprising compressing the
2 digital image file.

1 10. The method of claim 1, further comprising uploading the
2 digital image file to a network server.

1 11. The method of claim 1, wherein the digital image file is
2 generated from a print film image.

1 12. The method of claim 1, wherein the digital image file is
2 acquired with a digital camera.

1 13. The method of claim 1, wherein the predetermined size
2 represents a full-screen size of the user display.
1

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001.826353.5



- 1 14. A method of providing an enhanced digitized image file to
2 a user, comprising:
3 providing a viewing window size in which the digitized
4 image file is to be displayed to a user;
5 providing a digitized image file having an image size
6 greater than that of the predefined viewing window size;
7 compressing the digitized image file; and
8 providing the compressed image file to a network server.
- 1 15. The method of claim 13, further comprising:
2 under user control, transmitting the compressed image file
3 over the network;
4 displaying the transmitted image file to the user in a
5 viewing window having the predefined viewing window size; and
6 under user control, magnifying the displayed image within
7 the viewing window.
- 1 16. The method of claim 14, further comprising, under user
2 control, moving the displayed image in the predefined viewing window
3 size.
- 1 17. The method of claim 14, further comprising providing the
2 user with a plurality of selectable magnification levels to view the
3 displayed image within the viewing window.
- 1 18. The method of claim 14, wherein the resolution of the
2 digitized image is greater than that of the image displayed to the user in
3 the predefined viewing window size without image magnification.
- 1 19. The method of claim 16, wherein the selectable
2 magnification levels are limited such that no more than one pixel of the
3 user display can display one pixel of the digitized image.



Atty. Dkt. No. 57103/120

1 20. The method of claim 13, wherein the digitized image file is
2 compressed to a JPEG format.

1 21. The method of claim 13, wherein the step of generating
2 includes enlarging and scanning a print film image to provide the
3 digitized image file.

1 22. The method of claim 19, wherein the print film image is
2 scanned with a density of at least 100 dots per inch.

1 23. The method of claim 13, wherein the step of generating
2 includes acquiring the digitized image file with a digital camera.

1 24. The method of claim 13, wherein the compressed image
2 file is accessible via the Internet.

1 25. The method of claim 14, wherein magnifying the displayed
2 image does not degrade the image quality.

1

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001.826353.5



Atty. Dkt. No. 57103/120

- 1 26. An enhanced digital image file downloadable to a client
2 computer having a viewing window on a display, the viewing window
3 having a predetermined frame size, the digital image file comprising:
4 digitized image data representative of an image, wherein
5 the digitized image data has a number of pixels sufficient to allow a user
6 to magnify the digitized image in the viewing window by a magnification
7 factor of at least two without pixelation; and
8 control data to allow the user to control the magnification
9 factor.
- 10 27. The enhanced digital image file of claim 25, wherein the
11 digitized image data is compressed.
- 1 28. The enhanced digital image file of claim 25, wherein the
2 control data is configured to provide zoom buttons and pan buttons to a
3 user.
- 1 29. The enhanced digital image file of claim 27, wherein the
2 control data includes a Java applet.
- 1 30. The enhanced digital image file of claim 25, wherein the
2 digitized image data has a number of pixels sufficient to allow a user to
3 magnify the digitized image in the viewing window by a magnification
4 factor of at least ten without pixelation.
- 1 31. The enhanced digital image file of claim 25, wherein the
2 digitized image data has a number of pixels sufficient to allow a user to
3 magnify the digitized image in the viewing window by a magnification
4 factor of at least one hundred without pixelation.

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001.826353.5



Atty. Dkt. No. 57103/120

1 32. The enhanced digital image file of claim 25, wherein the
2 control data is configured to prevent the user from magnifying the
3 digitized image to the point of pixelation.

1

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001.826353.5



Atty. Dkt. No. 57103/120

ABSTRACT OF THE DISCLOSURE

A method of providing a digital image file for viewing in a viewing window of a user display, the viewing window having a predetermined size. The method includes providing a digital image having an image size comprising a fixed number of pixels representative of an image, the image size being greater than the predetermined viewing window size. The digital image file is associated with a user interface that is configured to display the digital image in the viewing window and to allow a user to zoom into and pan around in the image displayed in the viewing window while maintaining high image quality.

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001.828353.5



I View It – Private and Confidential

To further further confuse you this letter dated 4/27/01 in reference to 57103/118 is truly a masterpiece in that the 5 page letter is regarding a response due on a patent 57103/110 and 118 has disappeared. Even they seem confused. What is really scary here is that you can see that Ross Miller the replacement for Brian Utley is told by counsel misleading information and Brian is told the truth but we never see or hear this letter from Foley. Something very fishy. So we think we have 5 days to respond to some issue that Foley and Brian claim they just found out about. It costs us much confusion and embarrassment with WB. Also, costs us in Irell bill and Blakely and probably Foley.



APR. 27. 2001 12:25PM 33RD FLOOR

NO. 295 P. 1/5

FOLEY & LARDNER
ATTORNEYS AT LAW
FIRST STAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 227-4900

FACSIMILE TRANSMISSION

Total # of Pages **5** (including this page)

TO:	PHONE:	FAX #:
Brian Utley Raymond Hersh - <i>Why is Ray here</i> Ross Miller Iviewit.com, Inc.	561-999-8899	561-999-8810

From: Barry L. Grossman
Sender's Direct Dial: 414 297 5724
Date: April 27, 2001
Client/Matter No: 057103/0118
User ID No: 2030

MESSAGE:

If there are any problems with this transmission or if you have not received all of the pages, please call (414) 297-5444.

Operator:	Time Sent:	Return Original To:
		Barry L. Grossman
<small>CONFIDENTIALITY NOTICE: THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR ANY AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.</small>		

001.650353.1

Cover Page 1 of 1

APR 27 2001 12:25PM

33RD FLOOR

NO. 296

P. 2/5

FOLEY & LARDNER

ATTORNEYS AT LAW

BRUSSELS
CHICAGO
DENVER
DETROIT
JACKSONVILLE
LOS ANGELES
MAISON
MILWAUKEE

FIRST STAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4500

ORLANDO
SACRAMENTO
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SAN FRANCISCO
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TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

WRITER'S DIRECT LINE
(414) 297-5724

EMAIL ADDRESS
bgrossman@foleylaw.com

CLIENT/MATTER NUMBER
057103/010

April 27, 2001

Mr. Brian G. Utley
President & COO
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

BY FACSIMILE
CONFIRMATION BY FED. EX.

Re: PCT Application No. PCT/US00/07772 (our file No. 57103/110)

Dear Mr. Utley:

Yesterday Mr. Ross Miller called on your behalf to discuss the referenced PCT application. As I advised you in our letter of April 16, we received a Written Opinion in this case, which was sent to you. The Written Opinion states the examiner's initial views of the likely outcome of the International Preliminary Examination Report (IPER) that will be issued in the future. If you do not address the issues raised in the Written Opinion, the IPER will likely be the same as the Written Opinion.

In my discussions with Mr. Miller, he was not aware of our past correspondence or the fact that we had initiated steps to withdraw as counsel in all Iviewit cases. In light of Mr. Miller's statements that he had made efforts to obtain substitute counsel in this case and was unable to do so because of the short official period for response remaining (May 5), I stated that we would be willing to discuss with Iviewit the merits of submitting a response. I received today a letter from you stating that you wanted to respond to the Written Opinion. However, in deciding whether you wish us or substitute counsel to respond in some fashion, several important factors should be considered. Mr. Miller and I did not discuss the strategic issues involved in deciding whether a response should be submitted.

001.565542.1

ESTABLISHED 1842

A MEMBER OF FOLEY & LARDNER

APR. 27. 2001 12:25PM 33RD FLOOR

NO. 296 P. 3/5

FOLEY & LARDNER

Mr. Brian G. Utley
Iviewit.com, Inc.
April 27, 2001
Page 2

Neither the Written Opinion, which we sent to you, nor the IPER, which will be issued in the future, is an examination of the application by any Governmental authority that issues patents. It is a preliminary determination which will be provided to any countries in which you chose to continue with the examination process.

After it is issued, the IPER is sent to those countries in which you chose to continue National Stage processing. Each country then examines the application according to its own laws and procedures. A fee must be paid to each country in order to enter National Stage processing. These fees are substantial. For example, if you chose to enter National Stage processing in the U.S., Japan, and Germany, France, and Spain through the European Patent Convention, we estimate that the costs of entering the National Stage, including government fees, translations, and fees for foreign associates required to conduct proceedings in foreign countries, will be approximately \$11,200. This amount *does not* include any costs associated with responding to future official actions in each country. It also does not include the separate examination fee in Japan. It is merely the cost of getting this one PCT application on file in individual countries. A similar cost would be incurred in each of your other pending PCT applications. If you chose more countries, the National Stage costs will increase. During the substantive examination in each country, the examiner will consider the IPER. Depending on the country, the examiner also will conduct his or her independent examination. The examiner will then provide the results of the examination, and you will have an opportunity to respond, including an opportunity to amend the application if necessary.

In considering whether to respond to the Written Opinion, you should be aware that any amendments or arguments we submit at this time may limit the enforceable scope of any resulting patent in the U.S. Also, changes we make at this stage will modify the application in all countries in which you chose to continue to proceed. Submitting changes at this time does not allow you to modify the application, as needed, in individual countries according to the unique requirements of each country. Thus, a common strategy at this stage of preliminary processing of an application is to await the results of a substantive examination by a specific country before responding.

The Written Response states that a response is due May 5, 2001. I am confident that if we notify the examiner that a response will be submitted, the examiner will agree to a reasonable extension of the due date. The examiner should issue the IPER no later than July 24. The IPER is generally issued about 2 months before an application is due to enter the National Stage, which in this case is September 24. I advised Mr. Miller that a 60 day extension likely could be obtained, until about July 5. Since the examiner will need some time to complete the required processing, the examiner may think that the period between July 5 and July 24 does not provide the time needed. Thus, contrary to what I advised Mr. Miller yesterday afternoon, in reconsidering this matter, it is almost certain that an examiner will agree to a 30 day extension, **UNTIL JUNE 5, NOT JULY 5**. The examiner may agree to a longer extension, but this is not certain.

001.893642.1

APR. 27. 2001 12:26PM 33RD FLOOR

NO. 296 P. 4/5

FOLEY & LARDNER

Mr. Brian G. Utley
Iviewit.com, Inc.
April 27, 2001
Page 3

If you chose to make a substantive response, someone on behalf of Iviewit needs to be prepared to consider the references relied on by the examiner, the claims of the application, and decide what limitations or changes in the application, if any, you would be willing to accept.

Also, assuming we can obtain an extension until June 5, at least, please let me know as soon as possible whether you want substitute counsel to take over responsibility for this case, and whether you want us to return this file to you.

You should also consider the ownership status of this application. The application was filed naming Eliot I. Bernstein as the applicant.

Thus, the issues for you to decide are:

- whether to obtain an extension of time, if possible, which we believe we can obtain until at least June 5;
- assuming we obtain an extension until at least June 5, whether you want to transfer responsibility for this case to new counsel;
- whether to respond to the preliminary examination or await the formal substantive examination in each country. If you chose to respond, you need to consider the substance of a response; and
- whether you want us to return this file, or any other file, to you.

If you chose to submit a substantive response through Foley & Lardner, please provide us with your *written comments* on the differences you see between the primary reference relied on by the examiner in the Written Opinion (U.S. Patent No. 5,469,536) and the claims of your application.

As we have advised you in previous letters, Foley & Lardner has initiated procedures to withdraw as counsel in this application. If Foley & Lardner prepares a response on your behalf, we will continue the process of withdrawing as counsel. After a response, if any, is submitted, there will be no further actions due until several months after September 24. Thus, you will have ample time to obtain substitute counsel if you chose to continue patent proceedings.

001.995642.1

I View It – Private and Confidential

APR. 27, 2001 12:26PM 33RD FLOOR

NO. 296 P. 5/5

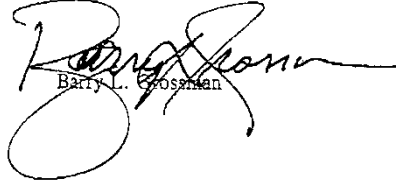
FOLEY & LARDNER

Mr. Brian G. Utley
Iviewit.com, Inc.
April 27, 2001
Page 4

Please let me know today if possible by return facsimile how Iviewit would like to address the issues discussed in this letter.

If we do not hear from you today, we will contact the examiner and seek an extension until June 5 in which to respond to the Written Opinion.

Sincerely,


Barry L. Grossman

cc: Raymond Hersh
Ross Miller

001.999542.1

And now this letter from Utley acting like he has just become aware of this deadline as President and guy working with the great Bill Dick who handled the IBM patent





"I view it!"

www.iVIEWIT.com

2255 Glades Road
One Boca Place - Suite 337V
Boca Raton, FL 3343
Voice: 561.999.0891
Fax: 561.999.0811
Toll: 877.484.8444

Via Fax: 414-297-4900

April 26, 2001

Foley & Lardner
Attorneys At Law
Attn: Barry L. Grossman
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin
53202-5367

Dear Sir,

Re: PCT Application No.: PCT/US00/07772
Filing Date: 03/23/2000
Title: Apparatus and Method for Producing Enhanced Digital Images
Inventor(s): Bernstein, Eliot I.
Our Ref.: 57103/110

I have just received the referenced material and also note the limited time available for response. This memo will serve as my request to you to prepare the necessary response prior to the May 5th deadline. Eliot Bernstein and I will be available to assist you in this preparation.

Yours truly,

A handwritten signature in cursive script that reads "Brian Utley".

Brian G. Utley
President & COO

cc: Eliot Bernstein via email

pool.

Exhibit 30 - The Bankruptcy and what happened on the way



Debtors & Witness Exhibit List – Brian Utley

- 1) United States Patent and Trademark Office filing receipt for application # 60/233,341. Filing date 9/18/00. Sole applicant/inventor Brian G. Utley received by Foley and Lardner Dec. 12, 2000.
 - a. Witness: Doug Boehm, Bill Dick, Eliot Bernstein, Maurice Buchsbaum, Norman Zafman, Hank Powell, James Armstrong, Ross Miller, Kenneth Rubenstein and Raymond Joao
 - b. Evidence:
 - i. Patent docs
 - ii. Bills to Iviewit from F&L and BSTZ
 - iii. Revocation letters from BSTZ to US patent office to correct
 - iv. Provisional Patent Application and Transmittal filed to sole applicant/inventor Brian G. Utley addressed to personal residence 1930 S.W. 8th Street, Boca Raton, FL 33486. Respectfully submitted by Douglas A. Boehm, Attorney for applicant. Doug Boehm / Foley and Lardner represents Iviewit not Nutley
 - v. Tapes with F&L
 - vi. Non-Competition, Non-Disclosure and Proprietary Rights Agreement dated February 22, 2000. Strictly prohibits above.
 1. Witness: to document: Jennifer Kluge, Guy Iantoni, Martha Mantecon
 - vii. Executive Employment Agreement dated August 3, 1999.
 1. Witness: Eliot Bernstein, Chris Wheeler
- 2) Encoding Pornography and displaying in offices after notification not to do such acts with I View It employees or premises.
 - a. Witness: All board members excluding Ken Anderson, Eliot Bernstein, Maurice Buchsbaum, Tony Frenden, Tammy Raymond, Mike Reale, Ray Hersch, Matt Mink, Courtney Jurcak.
 - b. Evidence
 - i. Minutes of Iviewit Holdings, Inc. Board of Directors Meeting April 14 Discussions regarding potential investor (Bill Barber). Hank emphasized under no circumstance could Crossbow be involved with company involved with questionable background.
 - ii. Tape of Board meeting
 - iii. Eliot cease and desist pornography letter. Letter to Brian from Eliot Bernstein dated April 17, 2001. Demand no pornographic material be handled by iviewit employees or iviewit equipment. Special consideration for Courtney Jurak, a 17-year-old girl working as an intern in the lab at iviewit. Several employees had

- complained. Brian told to consult an attorney regarding possible implications.
- iv. Tony and Tammy correspondence
 - v. Tony 3.28.02 letter of events
 - vi. Letter background of Bill Barber's dealings dated 11/8/00
 - 1. Witness: Ray Hersch, Scott Murphy, Brian Utley
 - vii. Celebrity Sluts Video Clips dated 4/16/01, which at a later date was shown to employees, on iviewit premises who complained of its severe pornographic nature. Tony and Tammy both contacted Eliot
 - 1. CD's
 - 2. Files
- 3) Brian committed equity package to Raymond Hersh without compensation committee approval
- a. Witness: Simon Bernstein, Maurice Buchsbaum, Eliot Bernstein
 - b. Evidence:
 - i. Letter dated 11.14.00 Simon Bernstein received from Raymond Hersh
- 4) Transact stock and loan to Bruce Prolow without Board approval
- a. Witness
 - i. Board members, except Ken Anderson
 - ii. Don Kane
 - iii. Eliot Bernstein
 - iv. Proskauer attorneys; Mara Robbins, Chris Wheeler
 - b. Evidence
 - i. Employment agreement
 - ii. Is this briefcase of cash Tony refers to in his letter
 - iii. 1.19.01 Proskauer letter for subscription agreement saying to check with Alpine waiver of it's antidilution and preemptive rights
 - iv. Agreement signed with Prolow 3.21.01 and on 4.3.01 Bruce is introduced to Board for 1st time, Don Kane very upset that no Board action had ever been presented
- 5) Attempt to sell I View It stock through unapproved by Board Internet train acquisition and stock exchange and purchase of assets. Used company money and lawyers to effectuate. Misappropriation of company funds.
- a. Witness: Guy Iantoni, John Deering, Hank Powell, Donald G. Kane II, Kevin Lockwood, Linda Sherwin, Ken Anderson witness live board meeting

- b. Evidence:
 - i. Board meeting notes and tapes
 - ii. 3.12.01 Activity report to Walter Merenianin
 - iii. Internet train name searches and stock exchange drafted by Proskauer
 - iv. Internet Train acquisition proposal 3.5.01
 - v. Changed Wachovia BP without approval
 - vi. Solicited Crossbow for funds for this deal, Crossbow very unhappy, letters from meetings 2.21.01
 - vii. Share distribution agreement drafted by Proskauer
 - viii. Trademarking and name searching done on behalf of Iviewit for this transaction
 - ix. Board meeting, flew in Board and guys? from Internet train, Don Kane throws the NJ guys out of meeting and then confronts Utley on what he is doing without board approval etc
 - x. 1.24.01 letter of intent signed on behalf of Iviewit by Raymond Hersh and Brian Utley
 - xi. Brian board package for Internet train
 - xii. 4.2.01 letter from John Deering at Wachovia, confused as to how company has been changed to DL from technology. John was very dismayed at Cox meeting when instead of presenting technology, Brian surprised all with new iviewit/ilearnit sexual harassment and distance learning nonsense. Meeting was a joke. Deering upset writes this letter
- 6) Failure to properly follow Board directive to terminate all employees, instead retains them incurring liability to Company. When next Board meeting occurs, Hank asks Brian why the emps have not been terminated, Brian replies that he intends to Furlough them. Hank very upset, whole Board dismayed, employees let go with hour notice in some instances. Continues to work employees after termination with no ability to pay them and uses them for his pornography transactions on company property
 - a. Witness: Tony Frenden, Board Members, Hank Powell, Tammy Raymond, Eliot Bernstein, Ross Miller
 - b. Evidence:
 - i. Tony Letters
 - ii. Board tapes
- 7) Firing employees without cause, hiring non us citizens and promising citizenship funding by iviewit with full knowledge that company was closing and hiring ex-employees from company he was involved in patent lawsuit with Diamond Turf Lawnmower, he hired both Martha Mantecon and Mary Viadero to use them in lawsuit against Diamond turf. He informs Maurice Buchsbaum of this purpose.

- a. Witness: James Armstrong, Guy Iantoni, Bonnie Barwick, Maurice Buchsbaum, Ross Miller, Gerald Lewin, Bill Kasser, Mary Viadero, Martha Mantecon
 - b. Evidence:
 - i. Armstrong info
 - ii. Need to get his infringement patent suit from Diamond Turf
 - iii. Jim Armstrong termination because he found Brian math errors in patents
 - iv. Guy Iantoni is fired because company does not have money, yet we give Kevin Lockwood a raise without one sale to his name
 - v. Bonnie Barwick agreement with Iviewit, promise to get her into US
- 8) Failure to report to Crossbow properly on their loans and to handle loans from Jim Armstrong and shareholders with proper accounting
- a. Witness: James Armstrong, Eliot Bernstein, Loan holders, Bill Kasser
 - b. Evidence:
 - i. Letters from Crossbow demanding proper accounting and indicating failure of Iviewit to comply
 - ii. Jim Armstrong legal letters of demand
 - iii. Jim Armstrong loan correspondences and demand for repayment
 - iv. Forensic accounting report done by Crossbow (Caroline we need to get this guy's name and report from (Crossbow))
- 9) Failure to properly document all inventors on patents
- a. Witness:
 - i.
 - b. Evidence:
 - i. Patents
 - ii. Foley tapes
 - iii. Left Jim Armstrong off after Jim had contributed
 - iv. Tried to leave Jude Zak and Jeff Friedstein off
 - v. Failure to leave Jude, Zak, etc. off his last patent submissions
- 10) Falsifying his biography to indicate that he was an engineer, also making this representation throughout multiple meetings, jeopardizing relationships such as Universal Studios, where he was caught lying about such and relationship with Armstrong Hirsch destroyed

a. Witness: Alan Epstein, Chris Wheeler, Maurice Buchsbaum, David Colter, Gregg Thagard

b. Evidence:

- i. Employment resume submitted to Iviewit stating he was engineer submitted by Christopher Wheeler, who also failed to tell company he was involved in litigation with former employee for patent stealing
- ii. Meeting with Heads of Universal Studios, Jerry Pierce questions Brian on his engineering degree, Brian finally admits he was like building manager not engineer for IBM plant. This was after first stating that he was in charge of all the engineers.
- iii. Alan Epstein after meeting is so embarrassed he tells Eliot that he will never intro IviewIT to another client for any reason until Utley is fired.
- iv. Jerry Peirce calls WB, Thagard and Colter to find out who this clown is representing himself as an engineer

11) Threatened to bring down the company if he was not CEO with Mike Reale and Christopher Wheeler

a. Witness: David Colter, Maurice Buchsbaum, Eliot Bernstein, Simon Bernstein, Hank Powell, Tony Frenden, Donald Kane, Ken Anderson, Alan Epstein, Candice Bernstein

b. Evidence:

- i. Eliot relocation afraid to go back to Boca, moves into hotel, has never returned to Boca afraid of these people, moves whole family into hotel. 11/00
- ii. Attempts to interfere with clients of Wachovia by changing business strategy to sexual harassment modules at Cox and Adobe meetings
- iii. Harassment and sexual misconduct with female and male employees
- iv. Conversations with David Colter and John Calkins
- v. Conversations with Hank Powell, Don Kane, Simon Bernstein, Alan Epstein and Ken Anderson
- vi. Documents showing he tried to do distance learning deal with him as CEO and trying to change direction of company without board or investor approval

12) Transacted with Raymond Hersh shares of Iviewit stock to Alan Shapiro, Alan Young, Ellen DeGeneres, Alanis Morissette, Atlas Ent, the amount was supposed to be for .5 percent of company and because of their incompetence and bad math they transacted almost 50% of the company to these folks. We had to redo all

completed documents. They did this without submitting to Board the transaction letters or using Iviewit counsel to prepare.

a. Witness: Alan Epstein, Maurice Buchsbaum, Eliot Bernstein, Alan Shapiro, Alan Young, Jeffrey Friedstein

b. Evidence

- i. Transactions
- ii. Letters relating
- iii. Alan Epstein meeting with Shapiro

13) Grand theft and embezzlement of corporate property and Intellectual property to distance learning venture with iviewit investor, Bruce Prolow

a. Witness: Tony Frenden, Tammy Raymond, Eliot Bernstein, Bill Kasser, Hank Powel, Ross Miller, Simon Bernstein, Sheriff

b. Evidence:

- i. Missing laptops and screens including flat panel to this date
- ii. All software stolen, @100k, copies only sent to iviewit la
- iii. Missing still several high end video equipment pieces
- iv. Tony testimony saying they asked him which computers to steal to get the IP and which were best machines of Iviewit and to document the whole proprietary processes of iviewit for their distance learning and pornography

Debtors & Witness Exhibit List – Michael Reale

- 1) Grand theft and embezzlement of corporate property and Intellectual property to distance learning venture with iviewit investor, Bruce Prolow
 - a. Witness: Tony Frenden, Tammy Raymond, Eliot Bernstein, Bill Kasser, Hank Powel, Ross Miller, Simon Bernstein, Sheriff
 - b. Evidence:
 - i. Missing laptops and screens including flat panel to this date
 - ii. All software stolen, @100k, copies only sent to iviewit la
 - iii. Missing still several high end video equipment pieces
 - iv. Tony testimony saying they asked him which computers to steal to get the IP and which were best machines of Iviewit and to document the whole proprietary processes of iviewit for their distance learning and pornography venture which they asked him to join
 - v. Matt Mink letter requesting passwords
- 2) Briefcase of cash
 - a. Witness: Tony Frenden, Tammy Raymond, Matt Mink
 - b. Evidence: Tony letters and testimony
- 3) Encoding Pornography and displaying in offices after notification not to do such acts with I View It employees or premises.
 - a. Witness: All board members excluding Ken Anderson, Eliot Bernstein, Maurice Buchsbaum, Tony Frenden, Tammy Raymond, Mike Reale, Ray Hersch, Matt Mink, Courtney Jurcak.
 - b. Evidence
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 - iii. Eliot cease and desist pornography letter. Letter to Brian from Eliot Bernstein dated April 17, 2001. Demand no pornographic material be handled by iviewit employees or iviewit equipment. Special consideration for Courtney Jurak, a 17-year-old girl

- working as an intern in the lab at iviewit. Several employees had complained. Brian told to consult an attorney regarding possible implications.
- iv. Tony and Tammy correspondence
 - v. Tony 3.28.02 letter of events
 - vi. Letter background of Bill Barber's dealings dated 11/8/00
 - 1. Witness: Ray Hersch, Scott Murphy, Brian Utley, Michael Reale
 - vii. Celebrity Sluts Video Clips dated 4/16/01, which at a later date was shown to employees, on iviewit premises who complained of its severe pornographic nature. Tony and Tammy both contacted Eliot
 - 1. CD's
 - 2. Files
 - 3. Employee Letter
- 4) Reale was not working for iviewit.com under any contract after he quit and therefore was only consulting without renewed contract
- a. Witness: Kasser, E. Bernstein, S. Bernstein
 - b. Evidence:
 - i. Brian letter stating such (need to find)
 - ii. Went to work on for Xerox or somebody during that time
- 5) Attempt and conspiring with others to sell I View It stock through unapproved by Board Internet train acquisition and stock exchange and purchase of assets. Used company money and lawyers to effectuate. Misappropriation of company funds.
- a. Witness: Guy Iantoni, John Deering, Hank Powell, Donald G. Kane II, Kevin Lockwood, Linda Sherwin, Ken Anderson witness live board meeting
 - b. Evidence:
 - i. Board meeting notes and tapes
 - ii. 3.12.01 Activity report to Walter Merenianin
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 - iv. Internet Train acquisition proposal 3.5.01
 - v. Changed Wachovia BP without approval
 - vi. Solicited Crossbow for funds for this deal, Crossbow very unhappy, letters from meetings 2.21.01
 - vii. Share distribution agreement drafted by Proskauer
 - viii. Trademarking and name searching done on behalf of Ivieit for this transaction

- ix. Board meeting, flew in Board and guys? from Internet train, Don Kane throws the NJ guys out of meeting and then confronts Utley on what he is doing without board approval etc
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 - xi. Brian board package for Internet train
 - xiii. 4.2.01 letter from John Deering at Wachovia, confused as to how company has been changed to DL from technology. John was very dismayed at Cox meeting when instead of presenting technology, Brian surprised all with new iviewit/ilearnit sexual harassment and distance learning nonsense. Meeting was a joke. Deering upset writes this letter
- 6) Attempt and conspiring to steal iviewit applet with RYJO
- a. Witness: Eliot Bernstein, Jennifer Kluge, Maurice Buchsbaum, Raymond Hersh, Hank Powell
 - b. Evidence:
 - i. documents relating to RYJO agreements
 - ii. Investors who contacted RYJO regarding Iviewit and were told that he owned our applet and that we had no case against him and he was not under NDA
 - iii. letter from Ray clarifying to RYJO we owned IP

guys lead

Debtors & Witness Exhibit List – Raymond Hersch

- 1) Ray Hersch did not work for iviewit.com he worked for Holdings. He did not adequately report on Crossbow Loans and investments. He did not report to loan holders on their loans. He booked revenue that was not received as received. Jim Armstrong failure to deal with loans and lawyer. Never completed audits from Anderson or Deloitte. Crossbow had to hire a forensic accountant. Signed letter of intent with Brian to transfer stock with Ilearnit and purchase assets with Internet train. Changed Wachovia business plan with Brian to change the company's directive from technology to distance learning. Used corporate funds and attorneys to draft all this without approval from board or investors. Transacted with Brian shares of Iviewit stock to Alan Shapiro, Alan Young, Ellen DeGeneres, Alanis Morissette, Atlas Ent, the amount was supposed to be for .5 percent of company and because of their incompetence and bad math they transacted almost 50% of the company to these folks. We had to redo all completed documents. They did this without submitting to Board the letters or using Iviewit counsel to prepare.
 - a. Witness: Alan Epstein, Eliot Bernstein, Jim Armstrong, Hank Powell, Alan Shapiro, Alan Young, Jeffrey Friedstein, Maurice Buchsbaum, Chris Wheeler, Board members
 - b. Evidence:
- 2) Transact stock and loan to Bruce Prolow without Board approval
 - a. Witness
 - i. Board members, except Ken Anderson
 - ii. Don Kane
 - iii. Eliot Bernstein
 - iv. Proskauer attorneys; Mara Robbins, Chris Wheeler
 - b. Evidence
 - i. Employment agreement
 - ii. Is this briefcase of cash Tony refers to in his letter
 - iii. 1.19.01 Proskauer letter for subscription agreement saying to check with Alpine waiver of it's antidilution and preemptive rights
 - iv. Agreement signed with Prolow 3.21.01 and on 4.3.01 Bruce is introduced to Board for 1st time, Don Kane very upset that no Board action had ever been presented
- 3) Attempt to sell I View It stock through unapproved by Board Internet train acquisition and stock exchange and purchase of assets. Used company money and lawyers to effectuate. Misappropriation of company funds.

- a. Witness: Guy Iantoni, John Deering, Hank Powell, Donald G. Kane II, Kevin Lockwood, Linda Sherwin, Ken Anderson witness live board meeting
 - b. Evidence:
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- 4) Failure to report to Crossbow properly on their loans and to handle loans from Jim Armstrong and shareholders with proper accounting
- a. Witness: James Armstrong, Eliot Bernstein, Loan holders, Bill Kasser
 - b. Evidence:
 - i. Letters from Crossbow demanding proper accounting and indicating failure of iviewit to comply
 - ii. Jim Armstrong legal letters of demand
 - iii. Jim Armstrong loan correspondences and demand for repayment
 - iv. Forensic accounting report done by Crossbow (Caroline we need to get this guy's name and report from (Crossbow)
 - v. Letter to Hank dated 2.2.01 stating California had received 100k
 - vi. Failure to complete Arthur Anderson or Deloitte audits (Caroline what is he afraid of??)
 - vii. Books Broadband 100k revenue as revenue although we never received it, Hank upset

- viii. Letter dated 12.7.00 to Brian from Hank, regarding missing documents
 - ix. Letters from Anderson requesting missing docs
 - x. 1.29.01 letter stating lapse of responsibility
 - xi. 1.3.01 Tiffany Snow letter
 - xii. 12.11.00 Letter from Crossbow to Ray
 - xiii. Does he have accounting for briefcase of cash
- 5) Transacted with Raymond Hersh shares of Iviewit stock to Alan Shapiro, Alan Young, Ellen DeGeneres, Alanis Morissette, Atlas Ent, the amount was supposed to be for .5 percent of company and because of their incompetence and bad math they transacted almost 50% of the company to these folks. We had to redo all completed documents. They did this without submitting to Board the transaction letters or using Iviewit counsel to prepare.
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 - iii. Alan Epstein meeting with Shapiro
- 6) Transact stock and loan to Bruce Prolow without Board approval
- a. Witness
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 - ii. Don Kane
 - iii. Eliot Bernstein
 - iv. Proskauer attorneys; Mara Robbins, Chris Wheeler
 - b. Evidence
 - i. Employment agreement
 - ii. Is this briefcase of cash Tony refers to in his letter
 - iii. 1.19.01 Proskauer letter for subscription agreement saying to check with Alpine waiver of it's antidilution and preemptive rights
 - iv. Agreement signed with Prolow 3.21.01 and on 4.3.01 Bruce is introduced to Board for 1st time, Don Kane very upset that no Board action had ever been presented
- 7)

Debtors & Witness Exhibit List – RYJO

- 1) Violation of NDA and contract, stealing I View It technology and violating his contract and NDA by bringing in others to develop "his product" without Iviewit consent
 - a. Witness: Ray Hersch, Chris Wheeler, Eliot Bernstein, Mike Reale, Brian Utley, Jennifer Kluge, Maurice Buchsbaum, Rosalie Bibona, Tim Connolly, Gerald Stanley, Bill Dusha, Tony Frenden
 - b. Evidence:
 - i. Phokus image applet and active x and hydra
 - ii. September 5, 2000 Letter stating violation of NDA signed and returned September 9, 1999. Reviewing and Defining the relationship between Iviewit and Ryjo. Stating all rights and developments property of Iviewit.
 - iii. Signed NDA August 8, 1999 Real 3D signed confidentiality agreement.
 - iv. Tim Connolly letter stating he was under R3D NDA as well
 - v. Business and Software Strategy prepared for Iviewit by Ryjo. All mentioned applications and developments clearly belong to Iviewit and should be returned as property.
 - vi. Phokus applet outline prepared 12-8-99. All property of iviewit as well as the TM he filed with no permission.
 - vii. Ryjo agreement drafted by Mara Lerner Robbins at Proskauer Rose.
 - viii. September 15, 1999 Real 3D transition plan. September 14, 1999 Weekly iviewit report. Page 2 – paragraph 3 Richard Gentner, Director, Scaleable Graphics , Real 3D, states Chris Wheeler requested Ryan sign a confidentiality agreement. This document was signed and faxed back to Mr. Wheeler's office per Richard Gentner.
 - ix. September 7, 1999 Weekly iviewit report dating projects, meetings and information discovered.
 - x. Bill Dusha contracted in California to later redo the applet, because Ryan claimed he owned it and would not release it.
 - xi. Real 3 D letters, correspondences regarding RYJO and 3D confidentiality and deal arrangements
- 2) March 1, 2000 Ryjo Business Proposal. Ryan clearly states problematic billing due to Real 3D additional fees and his opinion to eliminate them. He also commits to notify Brian Utley on a bi-weekly basis of all billable employees.
 - a. Witness: Eliot Bernstein, Brian Utley, Rosalie Bibona, Tim Connolly, Richard Getner, Maurice Buchsbaum, Mike Reale, Chris Wheeler, Simon Bernstein

b. Evidence

- i. 3.1 letter
- ii. Vendor Expense Reports with entries regarding Ryjo bills. All work was to be authorized in writing by Mike Reale with written timeline and “not to exceed amount”. As of April 8, 2001 \$179,110.00 was billed with no evidence of written consent for such work.

Tapes

8.4.00 Foley & Lardner + Iviewit – tape 1
8.4.00 Foley & Lardner + Iviewit – tape 2
8.2.00 “ “ tape 1
8.2.00 “ “ tape 2
8.2.00 “ “ tape 3
8.2.00” “tape 1 again
7.31.00 “ “tape 2
7.3.00 “” tape 1
4.14.01”” tape 1
4.14.01””tape 2 and 4.26.01 Board part 1
4.26.01 Board Call Part 2 and 4.20.01 Board part 1
4.20.01 Board Part 2 and 2001 05 08 Board Part 1
5.8.01 Board call part 2 and 4.25.01 Board part 3
4.25.01 Board part ? and 9.4.01 Board part 1
6.1.01 Foley and :Lardner and Iviewit – not sure of part
6.1.01 Foley and :Lardner and Iviewit – not sure of part
8.13.01 Board call Aidan Si Eliot Kane Buchsbaum and other Nutley misdeeds
9.4.01 Board call part 2
Format is weird speed is weird, maybe you can get mystery tape to work so I sent an original
2.14.02 Call with BSTZ part 1
2.14.02 Call with BSTZ part 2 and P. Stephen Lamont and flip side some free law (lesson for grasshoppers, never trust free law and never trust a lawyer your investor is in tight with)

Exhibit 31 – Encoding Pornography with teenage female employee and playing such video's to others.



ev. 58
68.1

Bruce Prolow

From: Eliot I. Bernstein [eliot@iviewit.com]
Sent: Tuesday, April 17, 2001 7:07 PM
To: 'simon@adelphia.net'; 'kanderson@myCFO.com'; 'dg_kane@msn.com';
'glewin@goldsteinlewin.com'; 'hankpow@gate.net'; 'bprolow@tiedemannfunds.com'; Maurice
Buchsbbaum
Cc: Brian G. Utley; Christopher C. Wheeler (E-mail)
Subject: RE: Minutes of the Board Meeting of April 14, 2001

Brian - several board members asked that you specify which of our attorneys advised you and on what legal references you were cited to disseminate the PCT report. Also, was there some reason that you have recently decided to share patent news of any nature with those involved, prior you had never disclosed to the Board or potential clients anything that was regarding the patents?

I had already discussed with David the examiners report and we had begun to research the reference to Jose Alveraz's book, it does not look particularly relevant to our process.

Also, I find it in poor taste that you are encoding pornography with a 17 year old girl present in the room, this could potentially be a risk to the company, so I ask that all further business relating to pornography be handled outside the office and without iviewit personnel or equipment. Could you please have our attorney's advise on the risks you may be subjecting us to in this matter. These matters were brought to my attention by several of our employees who were offended.

Best,
Eliot

-----Original Message-----

From: Bonnie M Barwick
Sent: Tuesday, April 17, 2001 5:18 PM
To: 'simon@adelphia.net'; Eliot I. Bernstein; 'kanderson@myCFO.com'; 'dg_kane@msn.com';
'glewin@goldsteinlewin.com'; 'hankpow@gate.net'; 'bprolow@tiedemannfunds.com'; Maurice
Buchsbbaum
Cc: Brian G. Utley
Subject: Minutes of the Board Meeting of April 14, 2001



www.iviewit.com

Dear Sirs,

As requested by Brian Utley please find attached a copy of the Minutes of the iviewit Holdings Inc. Board of Directors meeting of April 14, 2001. A hard copy of these minutes as well as a copy of the Patent Cooperation Treaty numbers PCT/US00/15405 and PCT/US00/15406 will follow by mail.

Bonnie M. Barwick

4/18/01



File Edit View Favorites Tools Help

Address: C:\BRAIN\celebrity sluts

Back Search Folders

celebrity sluts

Select an item to view its description.

See also:
Documents
The Network Places
My Computer

Name	Size	Type	Modified
clip1	1,355,687 KB	Video Clip	4/16/2001 12:14 PM
clip2	1,857,486 KB	Video Clip	4/16/2001 12:21 PM
clip3	598,812 KB	Video Clip	4/16/2001 12:24 PM
sluts	2,228,158 KB	Video Clip	4/16/2001 12:36 PM
sluts_01	2,421,858 KB	Video Clip	4/16/2001 1:21 PM
sluts_01	34,916 KB	Windows Media Aud...	4/16/2001 8:06 PM
sluts_high.rm	51,502 KB	RM File	4/16/2001 1:59 PM
sluts_low.rm	8,449 KB	RM File	4/16/2001 6:59 PM
sluts_low	4,972 KB	Windows Media Aud...	4/16/2001 8:15 PM
WMBEUTL	853 KB	Application	1/12/2001 3:29 PM
WMBEUTL_eula	14 KB	Text Document	12/13/2000 11:15 PM
WMBEUTL_readme	2 KB	Text Document	12/13/2000 11:15 PM
wmbowl.wen	1 KB	Web File	4/16/2001 7:42 PM
WMBEUTL	121 KB	Compiled HTML Help...	1/9/2001 3:01 PM

6V
62-
b1n1
62.1

1. Andrew's Family Files we will submit on 4/14/09

1.25
1.25
1.25

100

Exhibit 32 - Employee stock grants without compensation committee review



Raymond T. Hersh

From: Raymond T. Hersh
Sent: Tuesday, November 14, 2000 5:20 PM
To: Simon L. Bernstein
Subject: Meeting Notes

EV
63
BIN 1
63.1

Si,

Thanks again for your time today. This email is intended to memorialize the pertinent items we agreed to:

As to my position at iviewit and my personal package--

- I will assume the position of permanent CFO, rather than interim. As Brian suggested, my salary will be adjusted to the full pay of \$125,000 per year, effective October 1, 2000. I will devote substantially full time to the position with the Company with the understanding that I will maintain a limited involvement in certain other activities and be able to operate on a flex time basis.
- As we know, after I became Interim CFO, Brian committed an equity package to me in late Summer of 975 warrants. As he apparently did not have full authority to do so, and the Compensation Committee did not endorse that commitment, with your blessing, he offered (last Friday) a revised initial warrant package of 522. While obviously far off from the 975 previously committed by Brian, I requested him (and repeated to you as well) to gross up that number to reflect that I will have worked full time from July 1-October 1, 2000 at somewhat less than 75% of full time pay. Brian indicated he thought he could and would try to accomplish that revision. That would yield (522 divided by .75) 696 warrants. You seemed amenable, and I await a positive (and prompt) resolution.
- We discussed and agreed that the Company needs to and will set a policy in the near term whereby management personnel are rewarded in their Equity Packages by virtue of increases in the value of the Company. I look forward to designing that program with whomever is appropriate (I presume you, Brian and Jerry). On the assumption that we will attract additional funding and will be ramping staff in the near future, we should do it soon.

As to the Second-To-Die \$1 million insurance policy we have been considering--

- You indicated it should be a perc whereby the company will pay for it; of course, there is no cost in year one, and the cost in year two will be only about \$2200.
- For the first year, the beneficiaries will be 50% to the Company and 50% to our children.
- After one year, the beneficiary will revert 100% to our children.

+ Mike Leake

Again, thanks for your attention. Please let me know if I overlooked anything that we discussed and agreed.

Raymond

11/27/2000

Exhibit 33 – What happens to Foleys 57103/101

Here we a fax that relates to client matter #57103/0101 (0118) which is very different than what they normally number. So the 31 page fax cover references 0101 (0118) but the attached letter references 57103/117 and then what is attached is 57103/118 with only Eliot & Jeff. How does Utley add himself when the cover letter clearly separates him here from the inventors



JUN. 7. 2000 1:32PM 33RD FLOOR

NO. 934 P. 1/31

FOLEY & LARDNER
ATTORNEYS AT LAW
FIRST STAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5267
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

11.1 BWO
BWS

FACSIMILE TRANSMISSION

Total # of Pages 31 (including this page)

TO:	PHONE:	FAX #:
Brian Utley (Guest - Room 1205)	(407) 828-2828	(407) 827-3977

From:	Steve Becker
Sender's Direct Dial:	(414) 297-5571
Date:	June 7, 2000
Client/Matter No:	057103/0101 (0118)
User ID No:	1963

MESSAGE:

PRIVILEGED AND CONFIDENTIAL

URGENT - PLEASE DELIVER IMMEDIATELY

If there are any problems with this transmission or if you have not received all of the pages, please call (414) 297-5444.

Operator:	Time Sent:	Return Original To:
		SCB

CONFIDENTIALITY NOTICE: THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR ANY AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

001.795431.1

Cover Page 1 of 1

JUN. 7. 2000 1:32PM 33RD FLOOR

NO. 934 P. 2/31

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRESTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 207-4000

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
sbecker@foleylaw.com

Via Facsimile

June 6, 2000

WRITER'S DIRECT LINE
(414) 297-5571

CONFIDENTIAL AND PRIVILEGED

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Video Playback Over a Network
Inventor(s): Bernstein et al.
Our Ref.: 57103/117

Dear Brian:

Enclosed please find the first draft of the above-referenced patent application (last page marked 001.793381.1), which has been prepared in accordance with the previously filed U.S. provisional patent applications (MLG Docket Nos. 5865-4 and 5865-4.1). As you know, a careful and critical review of this draft application by you and the inventors is imperative to ensure that the you are all satisfied with the content of the application and the proposed claim scope.

I note that Jeff Friedstein is named as a co-inventor on this application pursuant to Eliot Bernstein's instructions. Accordingly, Jeff must review a draft of the application before filing.

I also note that the deadline for filing this application in order to claim priority to all related provisional applications is Wednesday, June 7, 2000. Therefore, we must receive your comments as soon as possible.

Please have the inventor(s) thoroughly read the application draft, including the specification, claims, and drawings, to ensure that it provides a complete and accurate description of the invention. The attached "Inventor Information Sheet" provides a brief explanation of the parts of a utility patent application, the duty of disclosure, and inventorship. I would also like you to personally read and comment on this draft.

ESTABLISHED 184

A MEMBER OF GLOBELEX WITH MEMBER OFFICES IN BERLIN, BRUSSELS, DRESDEN, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND STUTTGART

JUN. 7. 2000 1:33PM 33RD FLOOR

NO. 934 P. 3/31

FOLEY & LARDNER

Mr. Brian G. Utley
June 6, 2000
Page 2

This PCT application incorporates all of the subject matter of U.S. Provisional Patent Application No. 60/137,921, filed June 7, 1999 (MLG Docket No. 5865-4) and U.S. Provisional Patent Application No. 60/141,440, filed June 29, 1999 (MLG Docket No. 5865-4.1).

You and the inventors should feel free to supplement, correct, or modify any part of the application. In particular, please review the subject matter disclosed in the two above-referenced provisional patent applications. After your review, if you or the inventors feel that any subject matter from these three provisional patent applications should be reflected in the draft PCT application, but is not, please notify me immediately.

The drawings attached to the application are informal sketches that will suffice for purposes of filing. Formal drawings will be prepared at a later date, as they are required for publication of the PCT application.

During the review, please keep in mind that independent claims 1, 12, 19, 24, 31, and 38 are the broadest statements of the invention, and the remaining dependent claims add limitations to further define different embodiments of the invention. Please note that it is the inventors' legal obligations to "read and understand" the contents of the application - including the claims. Each inventor will have to sign a declaration attesting that they did so.

Please have the inventors mark the appropriate changes on this copy of the application, make a copy of the changes, and return the hand-corrected copy to me via facsimile. A revised application incorporating the changes will then be submitted to you for your approval. We will handle execution of the formal papers at a later date.

Pursuant to your instructions, to preserve foreign filing options, I plan to designate all of the countries for filing under the PCT (see attached list of PCT Contracting States). Note, however, that not all foreign countries are members of the PCT (e.g., Taiwan), so to maintain the benefit of priority to the U.S. applications, we would have to file foreign national applications immediately in those non-PCT countries. This would require up-front translation costs and sufficient time for our foreign associates to prepare and file the applications before June 7, 2000. It is my understanding that you DO NOT want us to file in any countries other than those that are members of the PCT. Please let me know IMMEDIATELY if this understanding is not correct.

001.795106.1

JUN. 7. 2000 1:33PM 33RD FLOOR

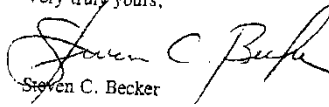
NO. 934 P. 4/31

FOLEY & LARDNER

Mr. Brian G. Utley
June 6, 2000
Page 3

If you or the inventors have any questions, please do not hesitate to contact me.
I look forward to receiving at least your preliminary comments on the application by
tomorrow.

Very truly yours,


Steven C. Becker

Enclosure(s)
cc: Douglas A. Boehm

001.795106.1

JUN. 7. 2000 1:35PM 33RD FLOOR

NO. 934 P. 9/31

57103/118

BI 5011
11.5

PCT INTERNATIONAL PATENT APPLICATION
for
SYSTEM AND METHOD FOR VIDEO PLAYBACK
OVER A NETWORK

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Jeffrey S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

Exhibit 34 – Case of the fax dated 3/10/1900

This is on the day I say they switched a Jan filing with a 3/99 filing and lost 5865 and replaced w/ 5865-1. Look carefully at the top fax header and note that there is no way he could have sent it at 3/10/**1900**

Now this is very strange indeed because we are going to say that this was 1999 and the document TX cannot be dated to a year without the top header to identify. So he was trying to change the dates to match here and he really screwed up. How many law firms have fax machines that date wrong in the middle year?????

His argument will be that he was there in 1900 and he has an electricity patent that outdates Edison to prove it. I think some of his 70 patents may be in electricity.

This is why patent attorneys should be barred from writing patents.

This starts everything awry when we see this first in the list **3/10/1900**.



I View It – Private and Confidential

FROM :

1900-03-10 12:04 #440 P.02/04

**LAW OFFICES
MELTZER, LIPPE, GOLDSTEIN & SCHLISSEL, P.C.**

**THE CHANCERY
190 WILLIS AVENUE
MINEOLA, NEW YORK 11501
(516) 747-0300**

**DATE: March 10, 2000 TIME: 9:29AM
Telecopier Message From: RAYMOND A. JOAO, ESQ.
of Meltzer, Lippe, Goldstein & Schlissel, P.C.
Please deliver the following pages to:**

TO:	MR. ELIOT BERNSTEIN
OF:	IVIEWIT
FAX NUMBER:	561-999-8810
NUMBER OF PAGES, INCLUDING THIS COVER PAGE: 5	
COMMENTS/INSTRUCTIONS:	
Re: Patent Application Entitled: APPARATUS AND METHOD FOR PRODUCING ENHANCED DIGITAL IMAGES	
Our Ref. No. :	5865-1
Eliot - attached herewith please find the a Declaration, a Small Entity Statement - Independent Inventor and a Small Entity Statement - Small Business Concern.	
Please sign and date the Declaration and Small Entity Statement - Independent Inventor where indicated and have Brian Utley sign the Small Entity Statement - Small Business Concern where indicated and return the signed, dated documents to us via facsimile (516- 747-9363) as soon as possible so that we may file the above-indicated patent application in the PTO today.	
If you have any questions, please do not hesitate to contact me.	

Transmitting
from a Pindax 733 Digital Facsimile Transceiver. The FAX number is (516) 747-9363. If you do not receive all of the pages, please call us back as soon as
possible at (516) 747-0300, extension 247.
THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN
INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS
MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE
INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS COMMUNICATION IS STRICTLY
PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND
RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.

205406.1

B3
10.15.02



FROM :

1900.03-10 12:05 #440 P.03/04

Please type a plus sign (+) inside this box → ☐

PTO/SB/01 (12-87)
 Approved for use through 9/30/00. OMB 0651-0032
 Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE
 Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

**DECLARATION FOR UTILITY OR
 DESIGN
 PATENT APPLICATION
 (37 CFR 1.63)**

☐ Declaration Submitted with Initial Filing
 OR
☐ Declaration Submitted after Initial Filing (surcharge (37 CFR 1.16 (e)) required)

Attorney Docket Number	5865-1
First Named Inventor	Eliot I. Bernstein
COMPLETE IF KNOWN	
Application Number	/
Filing Date	
Group Art Unit	
Examiner Name	

As a below named inventor, I hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

APPARATUS AND METHOD FOR PRODUCING ENHANCED DIGITAL IMAGES

the specification of which (Title of the invention)

☒ is attached hereto

OR

☐ was filed on (MM/DD/YYYY) as United States Application Number or PCT International

Application Number and was amended on (MM/DD/YYYY) (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

I hereby claim the benefit under 35 U.S.C. 119(e) of any United States provisional application(s) listed below.

Application Number(s)	Filing Date (MM/DD/YYYY)	
60/125,824	03/24/99	<input type="checkbox"/> Additional provisional application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto.

(Page 1 of 2)

Burden Hour Statement: This form is estimated to take 0.4 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. Send To: Assistant Commissioner for Patents, Washington, DC 20231

10.15.03

FROM :

1900.03-10 12:05 #440 P.04/04

Please type a plus sign (+) inside the box ☐ +

PTO/SB/01 (12-97)
Approved for use through 9/30/00, OMB 0651-0032
Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it contains a valid OMB control number.

DECLARATION — Utility or Design Patent Application					
<p>I hereby claim the benefit under 35 U.S.C. 120 of any United States application(s), or 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of 35 U.S.C. 112, I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.</p>					
U.S. Parent Application or PCT Parent Number		Parent Filing Date (MM/DD/YYYY)		Parent Patent Number (if applicable)	
<input type="checkbox"/> Additional U.S. or PCT international application numbers are listed on a supplemental priority data sheet PTO/SB/02A attached hereto.					
<p>As a named inventor, I hereby appoint the following registered practitioner(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:</p>					
<input type="checkbox"/> Customer Number		<input type="checkbox"/> Registered practitioner(s) name/registration number listed below			
Name		Registration Number		Name	
Raymond A. Joao, Esq.		35,907			
<input type="checkbox"/> Additional registered practitioner(s) named on supplemental Registered Practitioner Information sheet PTO/SB/02C attached hereto.					
<p>Direct all correspondence to: <input type="checkbox"/> Customer Number or Bar Code Label <input type="checkbox"/> OR <input checked="" type="checkbox"/> Correspondence address below</p>					
Name Raymond A. Joao, Esq.,					
Address Melzer, Lippe, Goldstein & Schiessl, P.C.					
Address The Chancery, 190 Willis Avenue					
City Mineola		State NY		ZIP 11501	
Country USA		Telephone 516-747-0300		Fax 516-747-9363	
<p>I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.</p>					
<p>Name of Sole or First Inventor: <input type="checkbox"/> A petition has been filed for this unsigned inventor</p>					
Given Name (first and middle (if any))			Family Name or Surname		
Eliot I.			BERNSTEIN		
Inventor's Signature		Date		03/07/00	
Residence: City Boca Raton		State FL		Country USA	
Post Office Address 500 S.E. Mizner Blvd., Suite 102					
Post Office Address Boca Raton, FL 33432-6080					
City Boca Raton		State FL		ZIP 33432-6080	
Country USA					
<input type="checkbox"/> Additional inventors are being named on the supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto.					

(Page 2 of 2)

03
10.15.04



I View It – Private and Confidential

Exhibit Final

By the time you get to this exhibit you will hopefully have a clearer picture of my state of mind at the time I wrote the following poem and the reasons and rational behind it. It mistakenly was presented to Mr. David Colter at Warner Brothers when he was falsely accused of plotting to bankrupt the company and wash away the shareholders. This was Mr. Aidan Bin Foley of Kodak fame that had implied this. When the truth is all told though this was another most devilish ploy to further steal from the shareholders of I View It and Mr.; Colter gets cleared completely and in the end the poem gets forwarded to the proper parties; Messer's Foley, Mondragon, Crossbow, Wheeler, Ugly, and all the other's involved who should know their names by now. Mr. Colter is my hero, as he represents truth, although it appears he is jobless for it.

By the time you get to this exhibit you will hopefully have a clearer picture of my state of mind at the time I wrote the following poem and the reasons and rational behind it. It mistakenly was presented to Mr. David Colter at Warner Brothers when he was falsely accused of plotting to bankrupt the company and wash away the shareholders. This was Mr. Aidan Bin Foley of Kodak fame that had implied this. When the truth is all told though this was another most devilish ploy to further steal from the shareholders of I View It and Mr.; Colter gets cleared completely and in the end the poem gets forwarded to the proper parties; Messer's Foley, Mondragon, Crossbow, Wheeler, Ugly, and all the other's involved who should know their names by now. Mr. Colter is my hero, as he represents truth, although it appears he is jobless for it.

What Is and What Is Not

Inspid little cockroaches of minimal brain,
Those who relish for gain and things like acid rain,
I speak to you from a voice you no longer hear,
To the devil you've sold your children,
I fear! I fear!

A gift from God you were given,
Sold your soul when you said you believe,
Now I have no pity for your blasphemy,
I will cherish your souls in hell for eternity.

These words I cry as a servant of God,
For I know the fate now of your flock.
I can see your greed is all you have left,
Faith will not save you!

You will go to hell and take his whole creation,
For acting as God is a delusion of grandeur,
You are evil to the bones,
The children so innocent,
The reason I came back on this mission.

I made a deal and sold my soul,



I View It – Private and Confidential

To come back and offer some hope,
God looked upon me as if I were insane,
I think he gave up when you polluted his brain,
Or maybe from the abuse to the animal kingdom.

My message was clear as I mentioned up front,
I was here to give your children the tools to change,
Even those were taken in vain.

And now I fear that God will not come back,
Turning his head on our magnificent ROT,
You want my faith in you,
I have not,
For you have forgotten what is and what is not.
At least for me,
I can see,
Your children burning for eternity.
I told you upfront that I hear their cries,
You promised me that you would all try.

Try for a second until you got,
Then once you held his jewel,
You forgot.
Beg not for forgiveness on your final moment,
Deaf ears cannot hear.

The jewels you steal are but a token gift,
Compared to the jewels you daily rape of his,
He laughs for this was for the kids.
He will smite your soul forever,
He will relish in your pain,
You can't hide by going insane.
You will always be upheld,
As your hearts burn thin,
To watch for eternity you're children burning again and again.

I pity you all,
In your hatred and greed you could not see,
That your children were beginning to burn,
You created this destiny.
And when given the tools,
You forgot to change,
And used them for greed.
And used his name in vain.



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You can separate out what is and what is not,
For you are no longer beholden to him or his flocks,
Remember Lot.

I have a hard time finding men like him,
And when I do I think I will tell them to run,
And never look back again.
As the children cry and burn from the sun.

For such a horrible impression on the brain,
Forever remains!
You know your names.

On a more positive note, I was invited to speak at the most prestigious SMPTE and address a group of engineers on my inventions, I was invited by Chuck Dages a Senior Technologist for WB. What happened on the way to the forum is a story for another day.

Synopsis Form

143rd SMPTE Technical Conference and Exhibition Hilton New York, November 4-7, 2001

Please complete all personal information so that we can contact you.

Title of Paper ***Enabling Children to See a Better World with Multimedia Tools***

Author(s) Eliot I. Bernstein

Company iviewit Technologies, Inc.

Address 505 North Brand Boulevard – Suite 1420

City Glendale State CA Zip/Postal Code 91203-2308 Country USA

Tel: 818-545-1444 Fax: 818-545-1440 E-Mail: eliot@iviewit.com

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Synopsis:

The state of affairs for virtual imaging in the mid 90's was anything but a virtual tour, unless you were a fish. The views were often developed using fishbowl lens technology, which caused severe distortion and upon magnification offered a pixilated and blurry result. This was not virtual reality this was virtual



distortion and denigration to the art. Although the tools there at the time were cool and offered a new perspective to imaging, the distortion factors made the tools limited in their scope. The challenge was to find a way to correct these problems and in the box answers provided a dead end. In order for these tools to progress out of the realtor home tour the quality of the images would have to be preserved. My personal quest was to use these tools to help children analyze worlds such as the rainforests that are being destroyed but with an accurate and clear perspective.

The answer came in a dream a simple change in the way to organize a picture within the frame. The idea was to take a normal image and blow it up optically using an enlarger and then scan into the computer a much larger image and then place it into the small frame. A critical path was discovered that allowed a user to have a smooth zoom on an image to the X^{th} degree, no longer was zoom pixilated it was clear and retained tremendous resolution and the user feels a true sense of entering the virtual world. The user now has the ability to design an image with a zoom magnification factor in mind and have the corresponding parameters to create the effect. The files are typically heavily compressed to obtain high-resolution zoom on small image file sizes, making it ideal for Internet usage. A unique differentiation over other zoom technologies of the time is that this process needs only a single file to complete its task and thus is not dependent on a server to raster more information and is thus free to enter non-communication environments.

This invention has changed the scope of imaging and there are many applications of the image scaling such as; digital camera screens, TV screens, medical imaging devices, digital picture frames and books, simulators (aerospace, space and vehicle), and zoomable user controlled video that will incorporate this technique.

Once the immersive imaging technique had been developed we applied scaling methodology to video and discovered another process whereby full-screen, full frame rate VHS quality video could be transmitted across bandwidths as low as 150Kbps. The problems confronting the video streaming industry at the time were mainly the low frame rates, the small postage size video window and the kung-fu herky-jerky audio/visual experience. The theory at the time was that in order to stream high quality full screen video the user would need to have 1.5Kbps, making it highly unusable in the consumer market. Encoders could not process the full screen data at the low bit rates without complete degradation of the art and thus were boxed into a postage stamp size window. The 160*120 encoding window also provided to few bits of data to get good motion estimation and to effectively scale into full screen. Going outside the box and the established guidelines, iviewit choose to find first a size that could scale to full screen without loss of video quality when played back in full screen and whereby using the scaling process the remainder of the data would not have to be processed. A 320*240 encoding window was choose and the results were immediately apparent. One could build a video in a small window that played back at full-screen without tremendous loss of quality.

Capturing and encoding in a 320*240 frame size yielded several efficiencies;

1. A consistent and equal capture/encode frame size yields much less processing for the encoder, yielding a superior result
2. Less processing power required for full screen data by $\frac{3}{4}$ without losing significant quality



3. File size for full screen representation reduced by $\frac{3}{4}$ making high impact full screen video available at extremely low bandwidths
4. Smaller encoding windows (160*120) yield too little reference data for motion estimation etc. yielding a low frame rate
5. Smaller encoding windows cannot be scaled to full screen due to too great of a multiple of scaling required (16 times) and to little reference data
6. Enables stereo audio with full lip synchronization of audio/video

This advancement in video processing has led to numerous VOD models being created for the Internet that may be able to monetize video at this quality level and the technology is being explored in Broadcast environments, DVD creation and other video systems. The combination of the two products is also being explored to create zoomable video for TV and other communications environments. Wouldn't it be cool take a video of the rainforest and then to further analyze say a particular floral, the user will be able to zoom within the scene without having to travel back to the Amazon. Both the image and video processes require no plug-ins and are browser agnostic, making them ideal for the average user.

Abstract:

Two technologies discovered in the pursuit of helping children save the planet that were created using out-of-the-box thinking and have led to significant advancements in virtual immersive imaging and video content creation.

Biography:

Eliot I. Bernstein, Founder and Vice Chairman - Mr. Bernstein, is a graduate of University of Wisconsin, specializing in computer science and with a B.S. in Psychology. Prior to founding iviewit, he spent 15 years creating and developing many innovative; computer- based multi-media marketing tools, which remain in use supporting multi-billion dollar service industries. In 1998, Mr. Bernstein chose to advance these multi-media development tools to new and previously unachieved heights creating the high impact visual applications that have become iviewit's core enabling IP Processes. In developing these Processes, Mr. Bernstein adopted a vision that combined his passions for photography and video with a burning desire to see the Internet evolve from a text-based medium to a visually elegant tool. As Founder and Vice Chairman and the principal inventor of iviewit's IP, Mr. Bernstein continues developing new applications for iviewit's core visualization technologies. He is committed to insuring that iviewit achieves and maintains its leadership position as the standard for video and imaging and works non-stop in the pursuit of new inventions.



Possible Enforcement Remedy

**The National Intellectual Property Law Enforcement Coordination Council
Annual Report 2000**

**Submitted to The President of the United States of America and The United
States Congress by The Council:**

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"The National
Intellectual Property



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