**I-VIEW-IT HOLDINGS, INC.**

**I-VIEW-IT TECHNOLOGIES, INC.**

**Kevin R. Hall**

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CONFIDENTIAL  
DRAFT DOCUMENT  
DEC 12 2009

Wednesday, December 16, 2009

Wayne Smith  
Vice President, Senior Litigation and Chief Patent Counsel  
Warner Bros Entertainment, Inc. ( Warner Bros. ) /AOLTW / AOL, Inc  
4000 Warner Boulevard  
Burbank, California 91522  
818-954-6007  
[Wayne.smith@warnerbros.com](mailto:Wayne.smith@warnerbros.com)

**Re: Limited Time Offer in Reply to Dec. 2, 2009 correspondence regarding Inventor Eliot I. Bernstein’s Inventions and former relationship between Warner bros., the Iviewit companies and Mr. Bernstein as Founder and Inventor of the Iviewit Technologies**

Dear Mr. Smith:

Thank you for taking the time to retrieve some of your file materials in this matter and replying to my correspondence dated Nov \_\_\_, 2009 as a business consultant on behalf of Eliot I. Bernstein and the Technologies he invented in relation to his work with Iviewit Technologies, Inc. et al., companies he founded. I did note, however, that your correspondence dated Dec. 2, 2009 indicates that you did not take time to detail alleged inaccuracies in my letter so I invite you to do same as I am certain no inaccuracies of any substance, merit or significance were contained in my letter.

More importantly, however, I have taken the time to assist you in this endeavor again by providing further documentation herein that certainly is within ( or should be ) the Warner Bros./AOLTW files and records in these matters. I say this since as discussed in our telephone conversation a few weeks back and reiterated in my November 2009 letter that many of the documents and items I am referring to were initiated and created by key employees / officers / personnel working directly inside Warner Bros./AOLTW/AOL, Inc at the time of creation although your Dec. 2, 2009 seems to have overlooked many critical facts from the history of these matters, including but not limited to, an admission by David Colter of Warner Bros. that the company was using the Technologies and violating the NDAs signed herein. .

In any event, it is my hope that these documents and links will refresh your recollection of events and further assist you in intelligently and responsibly moving this matter forward with Warner Bros./AOLTW/AOL, Inc toward positive and meaningful long-term business relationships and a completion of the license agreement involving Inventor Bernstein and others inventors’ inventions, with a limited time offer from Mr. Eliot I. Bernstein of an Investment opportunity for Warner Bros. in moving forward interests to be more fully determined at a time in the near future. .

I must, however, first officially notice your office and Warner Bros./AOLTW/AOL, Inc that Mr. Eliot I. Bernstein has extended this Opportunity and Invitation to deal as a limited time Offer and business deal and Investment opportunity to Warner Bros./AOLTW/AOL, Inc by this correspondence to reach an “Agreement to Agree” before being forced with no other justified position but to take more serious action in these matters, including but not limited to, formal notification to the SEC of the substantially likely FASB No. 5 and related serious violations by Warner Bros./AOLTW/AOL, Inc and other action, including but not limited to, formal involvement in an ongoing federal action involving RICO claims, anti-trust claims and other related claims in these matters in an action which has already been described as involving “murder” according to US District Court Judge Shira Scheindlin of the US Southern District of New York, \_\_\_\_\_\_\_\_\_\_\_\_\_ ( case no. ).

Further, the case has been LEGALLY related to a Whistleblower Lawsuit of Christine C. Anderson whereby recent disclosure under oath by Anderson reveals a “Cleaner” of Ethics Complaints against favored Law Firms and Lawyers, including the Cleaner aka Naomi Goldstein, cleaning complaints for the US Attorney, the District Attorney and Assistant District Attorney, the same places Iviewit claims were being derailed through conflicts and more crimes. Soon, the Iviewit matters will further be brought to light, in fact, the Whistleblower Anderson mentions Iviewit in her original filed suit.

As previously indicated in my prior correspondence, it is my understanding that Mr. Bernstein has already forwarded to your office a copy of his official, signed complaint to the SEC involving the Intel Corporation, Silicon Graphics, Inc, and Lockheed Martin, who comprised the prior consortium and co-owners of Real3d Inc. which was previously located on the Lockheed Martin properties in Orlando, Florida. As you are or should be aware, Mr. Bernstein’s Technologies were tested, used, approved and more with Real3d Inc. and other recognized industry experts and with Real3d Inc., like Warner Warner Bros./AOLTW/AOL, Inc, being under signed NDA ( non-disclosure agreement ) and other licensing arrangements regarding the Technologies.

Further, as you know, I provided an additional courtesy copy of this official complaint in my Nov. \_\_ 2009 correspondence to your office to further assist you in moving this matter along to responsible and proper business discussions. Perhaps you may not be aware but Silicon Graphics Inc. ( SGI ) filed for US Bankruptcy protection in the Southern District of New York within 6 days of receiving a signed copy of Mr. Bernstein’s SEC complaint and Mr. Bernstein has since filed charges of fraud and related charges which are now pending in the matter for failure to disclose to that court the 12 count 12 trillion dollar federal lawsuit and the fact that knowing infringement of technologies was also not reported on their balance sheet or to the bankruptcy court. As you are aware, FASB No. 5 also requires reporting of known infringement on technologies, even if no patents have been issued and/or no lawsuits have yet been filed for such.

Based upon the long and involved business relationship history with Warner Bros./AOLTW/AOL, Inc including the existence of substantial documentation involving the Technologies, documentation within Warner Bros./AOLTW/AOL, Inc specifically relating to the use of the Technologies which is now 7 years or more after being in formal License negotiations and Agreements involving the Technologies, and Mr. Bernstein’s repeated prior attempts to resolve issues and negotiate in good faith which have been responded to by either non-meritorious positions by Warner Bros./AOLTW/AOL, Inc and/or your offices failure to even respond for months to prior calls by Mr. Bernstein, Mr. Bernstein now extends this limited time Offer to Warner Bros./AOLTW/AOL, Inc to re-enter into immediate business license negotiations and an Investment Opportunity in Interests going forward by close of business Friday, December 18, 2009 at 5 pm PST, in lieu of the adverse actions described above, including but not limited to, official SEC notifications and complaints and notifying shareholders as to the Warner Bros./AOLTW/AOL, Inc status as a possible defendant party in ongoing related federal actions as described herein and all future lawsuits threatened herein.

Please note and take notice that Mr. Bernstein will simultaneously be including the Sony Corporation along with Warner Bros./AOLTW/AOL, Inc in the official complaint to the SEC should an agreement to agree not be reached by Friday, Dec. 18, 2009 by 5 pm PST as the Iviewit Technologies invented by Inventor Eliot I. Bernstein and others were previously walked into the Door of Sony via Doug Chey who previously worked for Warner Bros./AOLTW and then went to Sony Digital where Sony too was drafting similar agreements to your signed agreements and openly admitting use of the Technologies, including use for a seven studio movie download undertaking in which the Technologies were the Backbone Essential Technologies. Also, Sony will be included based upon Sony’s failure to come to the table over the recent months, yet as we were led in that door amongst the mutual friends of Warner Bros/AOLTW and Sony and so we have held off action there until your formal answer regarding going forward. It is Mr. Bernstein’s sincere hope that both Warner Bros./AOLTW/AOL, Inc and Sony return to productive and long term business relations going forward through this limited time Offer and Invitation which has a specific expiration at close of business 5 pm PST on Friday, December 18, 2009. .

However, please note that based in part upon the non-meritorious and virtually insulting reply to Mr. Bernstein in your Dec. 2, 2009 correspondence to my office (which is not the Iviewit office mentioned in your letter as the only established address for Iviewit is Mr. Bernstein’s at 2753 NW 34th St., Boca Raton, FL 33434), and also based upon the prior private placement offering that was not completed and, including but not limited to, the factors referenced above, Mr. Bernstein is now requiring a Deposit of $25 Million ( twenty-five million ) US Dollars to continue discussions and complete the “Agreement to Agree” to a Licensing and Royalty deal which may be considered an investment by Warner Bros./AOLTW/AOL, Inc and Sony in a licensing deal moving forward involving the Technologies which will provide Warner Bros./AOLTW/AOL, Inc/Sony with specified interests and rights moving forward over the next 10 or more years with specific terms to be negotiated and structured after completion of the Agreement to Agree herein. Mr. Bernstein indicates that Warner Bros./AOLTW/AOL, Inc may seek to split payment of this Deposit with Sony or share the amount with Sony but nonetheless by Friday, Dec. 18, 2009 at 5 pm PST this is the amount now required by Mr. Bernstein as a Deposit and condition of completion of an “agreement to agree” in these matters. If the business negotiations fail the 25 Million Dollar Deposit will serve as a non-refundable payment for such opportunity, if the going forward deal is structured, the 25 Million will be converted to an agreed upon initial investment.

Yet, since failure to reach an Agreement to Agree will result in immediate adverse actions as outlined herein which will also undoubtedly involve notice to the Shareholders of Warner Bros./AOLTW/AOL, Inc, Mr. Bernstein has specifically requested that your office specifically notify both the Chairman of the Board, CEO and CFO of Warner Bros./AOLTW/AOL, Inc of all of these matters and this limited time offer herein, including your auditors and other parties with liabilities resulting from these matters. Should your office fail, refuse or neglect to do so, I personally will be taking appropriate steps in this regard to ensure Actual Notice to the Chairman of the Board, CEO, and CFO of Warner Bros./AOLTW/AOL, Inc on behalf of Eliot I. Bernstein and the proper interest holders in the Technologies and intellectual properties and additionally request that your office provide notice to myself that all of the proper Executive Officers and Management Team members above have been duly notified in these matters.

Respectfully, Mr. Smith, I find your suggestion that I am some mere “spokesperson” for Iviewit slightly offensive, as I do not work for Iviewit, only for inventor Eliot I. Bernstein as an inventor of the Technologies as I explained. Nonetheless, what I can say currently is that I am familiar with the following based upon published sources and other:

1. According to all published sources ( either web/internet/traditional ) researched, there is No Statute of Limitations in infringement cases and at best a mere restriction on “look back” period may apply in any situation; Yet it is my understanding from reviewing published sources and conferring with others that the “look back” limitation period is not even triggered with respect to Patents until the Patents are issued. Still, that there are processes available when conduct to defraud / delay the issuance of Patents are at play. The topic of “concealment” is yet another relevant topic of familiarity as well, among others.

2. Infringement cases do not require any knowledge or intent whatsoever and even innocent infringement is actionable while actual knowledge of infringement relates to the “willfulness” resulting traditionally in a “treble” or “tripling” of the damages;

3. Government Anti-trust investigations as a general matter may operate to “toll” and “extend” any applicable statute of limitations; ( Note: Multiple Anti-Trust investigations involving many key parties and players herein are a matter of public record both within the United States and abroad including but not limited to: Microsoft, Intel, AMD, Nvidia, and others );

4. According to [www.exposecorruptcourts.blogspot.com](http://www.exposecorruptcourts.blogspot.com) , at least one former FEDERAL agent has reviewed all of the Iviewit allegations and not found a single discrepancy; further, that as the New York Attorney Discipline Committees and Oversight agencies were stalling related New York investigations into the Iviewit matters, Federal agencies were stepping up investigations including matters through the USPTO.

NOTE: It is my understanding that as the ongoing binding and signed Encoding and License deals were in place as far back as 2001, multiple signed NDA’s were executed amongst Warner Bros./AOLTW/AOL Inc executives and Iviewit was already under contract with offices in your Burbank offices and taking over your in house encoding, using their processes, as well as, doing your due diligence on a private placement offering raising $25 Million, also involving Wachovia, that Wayne Smith, I presume the same I am writing too, was alleged by Warner Bros. employees to have discovered false and possibly fraudulent Patent filings, versus those that had been sent by Iviewit Counsel from Proskauer and Brian G. Utley to Warner Bros. That John Calkins whose letter you attached to your response, not sure why, similarly discovered financial fraud during his due diligence of the Wachovia Private Placement. Yes, Mr. Bernstein and Iviewit have been out of contact for some years, trying to survive attempted murder of his family through a car bombing and death threats by Mr. Utley on behalf of law firms Proskauer Rose and Foley & Lardner but he has been steadily attempting to assert his rights. In fact, many of the allegations alleged by Warner Bros. regarding the fraudulent information in the Wachovia Private Placement Memorandum and the Patent Frauds Against the United States that were exposed by Warner Bros. and yourself, have proven to have factual basis.

In fact, the infringed upon Intellectual Properties are currently in Suspension at the US Patent Office, pending ongoing Federal Investigations of many patent attorneys involved, by the US Patent Office Director of the Office of Enrollment & Discipline, Harry I. Moatz, the US Patent Office and other Federal Agencies. Information regarding Warner Bros./AOLTW’s role in these matters has also been fully distributed, so this claim that you know nothing of the infringements is ridiculous but also may expose the Warner Bros./AOLTW/AOL Inc companies to rescissory shareholder actions.

Now it is strange that Warner Bros. employees have claimed to have met with Proskauer Rose attorney Kenneth Rubenstein, who gave favorable opinion to your company, whom is intimately involved with MPEG-LA. However, upon your request of Mr. Lamont and Mr. Bernstein to have Mr. Rubenstein affirm his prior opinions, Mr. Rubenstein refused claiming the YOU and WARNER BROS. were now his client and that this would cause conflict. As Rubenstein was FORMAL PATENT COUNSEL for Iviewit and Mr. Bernstein, see the Wachovia Private Placement in your files which lists Rubenstein as Iviewit Patent Counsel ( a copy can be found on the Iviewit homepage ) Rubenstein would later falsely claim in a Deposition to not even know about Iviewit or the Patents. Denial which was patently false and perjurious having had multiple meetings opining on the technologies, including for Warner Bros./AOLTW. Later he would admit to conversations whereby he was involved with calls involving Warner Bros., Mr. Lamont far more than he stated under oath. In fact, one of his deposition exhibits was a letter by Mr. Lamont regarding conversations with both you and Warner Bros. and Mr. Rubenstein.

Further and more amazing, however, Internal Warner Bros./AOLTW documents involving David Colter and others claim to have spoken directly with Kenneth Rubenstein who opined favorably on the patents, witnessing entirely different events than Rubenstein’s sworn statements to the courts.

5. That Warner Bros./AOLTW has previously been placed on direct and actual notice for several years of the Iviewit claims, including but not limited to, via correspondence and email communication from one P. Stephen Lamont. NOTE: It is noted at this time on December \_\_, 2009 that P. Stephen Lamont was Introduced to Iviewit through connections at AOLTW, including friends of Ted Leonsis and that P. Stephen Lamont claimed to Shareholders at one time to be a “plant” from AOL and later changing his story to a “plant” from Microsoft.

So perhaps Mr. Smith you will see that I am a bit more than a mere recyclable spokesperson, I am a business consultant for Mr. Bernstein regarding his interests in his inventions on a going forward basis. Nonetheless, as indicated, for your convenience to assist you in these matters I have attached some Documents and Evidentiary links for your review. Surely, by refreshing your recollection in this regard, you will see that these are non-frivolous matters, which are hoped to be resolved through a Business – License – Investment Deal with Warner Bros./AOLTW/AOL Inc moving forward and perhaps gaining MFN status if such issues can all be resolved amicably.

Thus, please see as follows below:

A. The following are excerpts taken from an Email from David Colter at Warner Bros./AOLTW to Eliot Bernstein dated January 15, 2002 which was an email from David Colter at Warner Bros./AOTLW to John Calkins dated January 14, 2002 and Copied to Chuch Dages, and Alan Bell, both also at Warner Bros./AOLTW at that time, all under binding signed NDA’s and other binding signed licensing agreements:

“Prior to Iviewit ( approx Feb. 2000 ) the video we ( WB Online ) delivered on the web was QCIF ( 160 x 120) or smaller and was below full frame rate…

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…

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 )…

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…

In good faith we signed the confidentiality agreement, Iviewit revealed their processes and techniques, and we now use those techniques in encoding. “

TAKEN FROM FEDERAL EVIDENCE LINK NO. 166 at [www.iviewit.tv](http://www.iviewit.tv)

<http://www.iviewit.tv/CompanyDocs/colter%20letters.pdf>

B. The following are excerpts from a subsequent email from David Colter at Warner Bros./AOLTW dated August 2, 2001 to Heidi Krauel of AOLTW Investment Committee which was copied to Eliot Bernstein and Hank Powell of Crossbow Ventures:

“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 currently are finalizing a contract with WB Online to provide encoding services as a holdover from our original collaboration and as a showcase for the technologies and patents…

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.”

ALSO TAKEN FROM FEDERAL EVIDENCE LINK NO. 166 at www.iviewit.tv or <http://www.iviewit.tv/CompanyDocs/colter%20letters.pdf>

C. I have additionally attached a link to the Billing Invoices issued by Irell & Manella LLP for legal drafting and execution of the License, Encoding, and other agreements with Warner Bros./AOLTW/AOL Inc. both those completed and in process at that time, as further assistance to your office in moving this matter forward in an intelligent and responsible business manner.

Thus, please contact me should any matter require clarification or further information and Mr. Bernstein is available upon proper notice to travel at Warner Bros./AOLTW/AOL, Inc or related party expense with appropriate team members on his behalf to execute and complete the intended agreements herein and move matters forward in further and future business discussions.

I look forward to hearing from you soon and moving this matter forward in a positive and responsible business manner forthwith. In the event that this letter has not been responded to in the time frame outlined, please also accept this letter as a FURTHER FORMAL CEASE AND DESIST OF ALL USES OF THE IVIEWIT TECHNOLOGIES.

Yours truly,

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Kevin R. Hall  
Business Consultant to Eliot I. Bernstein Founder & Inventor  
  
Iviewit Holdings, Inc. – DL  
Iviewit Holdings, Inc. – DL  
Iviewit Holdings, Inc. – FL  
Iviewit Technologies, Inc. – DL   
Uview.com, Inc. – DL  
Iviewit.com, Inc. – FL  
Iviewit.com, Inc. – DL  
I.C., Inc. – FL  
Iviewit.com LLC – DL  
Iviewit LLC – DL  
Iviewit Corporation – FL  
Iviewit, Inc. – FL  
Iviewit, Inc. – DL  
Iviewit Corporation

cc/ec:

TW Board of Directors from Corp Website  
<http://www.timewarner.com/corp/management/board_directors/index.html>

TW Senior Corp Execs from Corp Website

<http://www.timewarner.com/corp/management/corp_executives/index.html>

WB Entertainment Inc Execs from TW Corp Website <http://www.timewarner.com/corp/management/executives_by_business/warner_bros/index.html>

Barry Meyer CEO of TW as of Jan 9 2009

<http://www.timewarner.com/corp/management/executives_by_business/warner_bros/bio/meyer_barry.html>

AOL, Inc

Auditors for Warner Bros., AOLTW, AOL Inc

Select Iviewit Shareholders and Patent Interest Holders

Caroline Prochotska Rogers, Esquire

Marc R. Garber, Esquire @ Flaster Greenberg P.C.

Michelle M. Mulrooney, Esquire @ Jackoway Tyerman Wertheimer Austen Mandelbaum Morris & Klein, A Professional Corporation

Eliot I. Bernstein, Inventor

Enclosure(s)/Attachment(s)

Uniform Resource Locator(s)  
 All Uniform Resource Locators ( URL ) incorporated in entirety by reference herein