



L-VIEW-IT HOLDINGS, INC.  
L-VIEW-IT TECHNOLOGIES, INC.

Kevin R. Hall  
Business Consultant to  
Founder & Inventor Eliot I. Bernstein  
Direct: (805) 284-6087 (c)  
[Krhall007@aol.com](mailto:Krhall007@aol.com)

Eliot I. Bernstein  
Direct: (561) 245-8588 (o)  
(561) 886-7628 (c)  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv)

Friday, December 18, 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 from November 2009. I write to you again, acting as a business consultant working on behalf of Eliot I. Bernstein and the Technologies he invented and further in relation to his work with the Iviewit companies named which are named in the closing of this letter. I noted that your correspondence dated December 02, 2009 indicates that you did not take time to detail the inaccuracies, which you alleged, existed in my letter. Therefore, I invite you now to detail any alleged inaccuracies, as I am certain no inaccuracies of any substance, merit or significance were contained in my letter.

A handwritten signature in black ink, appearing to be "E. Bernstein", is written over a horizontal line.

**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**

---

---

iviewit technology has been well recognized by Hollywood studios and content providers, over the past 8 months, iviewit has been developing a significant relationship with Warner Brothers. The Company believes that the mutual efforts with Warner Brothers will result in a significantly meaningful commercial relationship beginning early 2001. As a result of this pending opportunity with Warner Brothers and other advanced discussions underway with other media and California-based content providers, the Company is presently establishing a Los Angeles sales and encoding facility to be operating by year end 2000. (page 21)

and

One key macro trend that will likely accelerate the migration of rich media to the Internet is the convergence of offline and online media companies. The recent AOL/TimeWarner megamerger is the first wakeup call that the convergence of offline and online media is both real and big. The AOL/Time Warner combination brings together the key elements that should drive rich Internet media, namely a broad Internet audience, offline media assets, and extensive broadband capabilities. This trend should continue with further broadband or all-band

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

---

---

initiatives as well as partnerships and mergers between  
offline and online media companies. (page 33)

As you may also be aware, the Proskauer Rose firm is at or near the center of the federal investigation for their direct involvement in the the Robert Allen Stanford Billion Dollar plus Ponzi scheme, whereby a former SEC Enforcement Agent, Thomas Sjoblom, was found teaching Stanford Employees in a Miami Airport Hanger how to mislead federal investigators. This fact should make you consider losing them as counsel now as I cannot imagine how their liability carrier allows them to continue to operate as Proskauer has also been sued in a global class action lawsuit for the entire losses and by one of the arrested Stanford employees, Laura Pendergest-Holt.

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 as with Real3d Inc., Warner Bros./AOLTW/AOL, Inc, is under signed NDA's ( 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 November 30, 2009 correspondence to your office in order 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

---

---

**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**

---

---

of Mr. Bernstein's SEC complaint. 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 and shareholders the 12-count 12-trillion dollar federal lawsuit. Further reported was the fact that knowing infringement of the Technologies was also not reported on their balance sheet as a liability since 1999. As you are or should be aware from published resources reviewed, it appears that FASB No. 5 also requires reporting of known infringement and innocent infringement on Technologies, even if no patents have been issued and/or no lawsuits have yet been filed for the infringement.

Please note the long and involved business relationship history with Warner Bros./AOLTV/AOL, Inc, including the existence of substantial documentation involving the Technologies uses now for 7 years or more after being in a formal License Agreement involving the Technologies and where Mr. Bernstein's repeated attempts to resolve issues and negotiate with Warner Bros./AOLTV/AOL, Inc in good faith have been responded to by non-meritorious positions, including your offices failure to even respond to recent requests for a telephonic meeting for months, leaves us little choice and no practical alternative but to interpret this refusal in the worst possible light and act accordingly. Prior to doing so however, Mr. Bernstein now extends this final limited time Offer to Warner Bros./AOLTV/AOL, Inc to re-enter into immediate business license negotiations and an Investment Opportunity in Interests going forward by close of business Monday, December 23, 2009 at 5 pm Pacific Standard Time by completing an Agreement to Agree with a \$25 Million Dollar NON REFUNDABLE payment, in lieu of the adverse actions described herein should an Agreement to Agree not be reached. Actions, including but not limited to, official SEC notification and complaint as to the Warner Bros./AOLTV/AOL, Inc status as a party in ongoing related federal actions as described herein and all future lawsuits and litigation contemplated as notified herein and further

**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**

---

---

notifying the Shareholders of potential rescissory actions they may have against Warner Bros./AOLTW/AOL Inc and any other responsible parties and entities.

Please note and take notice that Mr. Bernstein will simultaneously be including the Sony Corporation, along with Warner Bros./AOLTW/AOL, Inc in these official complaints to the SEC should an Agreement to Agree not be reached by December 23, 2009 by 5 pm PST. The Iviewit Technologies invented by Inventor Eliot I. Bernstein and others were walked into Sony via Doug Chey who previously worked for Warner Bros./AOLTW. Chey then transferred to Sony Digital where Sony also was in the process of drafting similar licensing agreements to your signed licensing and other agreements regarding Sony's uses of the technologies. Sony also at that time is found openly admitting use of the Technologies, including use for a seven studio movie download project named Movie Fly, which later became MovieLink<sup>3</sup>, an undertaking with Warner Bros./AOLTW, Sony and others, in which Mr. Bernstein's Technologies were claimed to be the Backbone Essential Technologies by representatives of both companies.

Sony will also be included in the SEC and other Federal and State actions based upon Sony's failure to come to the table over the recent months to reach an Agreement to Agree, yet as we were led in that door amongst the mutual friends of Warner Bros/AOLTW, Sony and Proskauer, we have thus far held off action at Sony until your formal answer regarding going forward with an Agreement to Agree. 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

---

<sup>3</sup> Information can be found @ [http://news.cnet.com/2100-1023\\_3-277370.html](http://news.cnet.com/2100-1023_3-277370.html) and <http://en.wikipedia.org/wiki/Movielink>

---

---

**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**

---

---

December 23, 2009. If Sony chooses again to move forward with Iviewit and Warner Bros./AOLTW/AOL Inc in a business licensing arrangement, an additional NON REFUNDABLE \$25 Million Dollar Deposit will be required for their attendance.

In the event that the payment conditions of the Agreement to Agree are satisfied, and a future Licensing/Business deal is negotiated, the PAYMENT may be considered an initial investment by Warner Bros./AOLTW/AOL, Inc in any licensing/business deal moving forward involving the Technologies, if the license/business negotiations fail, then the 25 Million Dollar Deposit will serve as NON REFUNDABLE PAYMENT.

Conversely, any licensing deal structured would then 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. If the business negotiations fail the 25 Million Dollar Deposit(s) will serve as a Non-Refundable meeting payment, if the going forward deal is structured, the 25 Million Dollar Deposit(s) will be converted to an agreed upon initial investment for Warner Bros./AOLTW/AOL Inc.

Yet, since failure to reach an Agreement to Agree with the necessary NON REFUNDABLE meeting payment(s) will result in immediate adverse actions as outlined herein, which will also undoubtedly involve notice to the Shareholders of Warner Bros./AOLTW/AOL, Inc and Sony. Mr. Bernstein specifically requests that your office specifically and instantly notify both the Chairman of the Board, CEO and CFO of Warner Bros./AOLTW/AOL, Inc and Sony of all of these matters and the limited time offer herein, including your auditors and other parties with liabilities resulting from these matters and your decision. Should your office fail, refuse or neglect to properly notify those at risk, I personally will be taking appropriate steps in this regard to ensure Actual Notice to the Chairman of the Board, CEO, CFO, auditors and any other parties with

---

---

**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**

---

---

liabilities stemming from your actions regarding these matters at Warner Bros./AOLTW/AOL, Inc and Sony on behalf of Eliot I. Bernstein and the proper interest holders in the Intellectual Properties. Additionally, I request that your office provide notice to myself and Mr. Bernstein in the next 24 hours after delivery of this letter to your offices that all of the proper Executive Officers and Management Team members above have been duly notified in these matters from Warner Bros./AOLTW/AOL Inc and Sony.

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 already to you. 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 a "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.

**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**

---

---

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.

I quote from the Expose Corrupt Courts article @

<http://exposecorruptcourts.blogspot.com/2008/12/proskauer-rose-house-of-cards-crumbling.html>,

"I know how," says a retired federal agent who asked not to be identified. "Phone calls were made—many phone calls. Plain and simple." And while this retired federal agent isn't surprised by the apparent "cover-up," he is alarmed by his own findings after a month-long independent review of all submitted Iviewit papers. "I can't find one discrepancy in the allegations, not one unsubstantiated charge," he says. "For one, you have the highest state courts in New York white-washing this thing with 'unpublished' rulings. And then you have state ethics committees contradicting



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

---

---

themselves— in writing, no less. It's a complete meltdown," he concludes. "The broken system appears to have finally fallen apart."

"Iviewit was been radio-active from day one," says one prosecutor who asked not to be named. "Considering who was involved, you know the phones were ringing off the hook, and with a simple directive: 'don't go near it' (an inquiry)." He believes, however that a serious shake-up is imminent. "The powers that be can't contain this story anymore—it's out, U.S. Senators and Congressman are talking about it. This involves national Commerce issues: attorneys stealing U.S. Patents from their own client, and the illegal failings of a state's ethics agency by its own cover-up, and selective, self-dealing, politically-based inaction. Patentgate appears to have exposed the true, and troubling, underbelly of ethics investigations in New York State. And its not pretty."

5. \*\*\*NOTE: It is my understanding that a binding and signed Encoding and License deal was in place as far back as 2001 and that multiple signed NDA's were executed amongst Warner Bros./AOLTW executives. That Iviewit was already under contract and had established offices in your Burbank offices, in order to take over your in-house encoding division, which was already using the processes. That in the midst of all these deals, while doing your due diligence on the Wachovia Private Placement offering to raise \$25 Million Dollars from Warner Bros./AOLTW, that Wayne Smith, I presume the same I am

---

---

**Re: LIMITED TIME OFFER IN REPLY TO DEC. 2, 2009 CORRESPONDENCE REGARDING INVENTOR ELIOT L BERNSTEIN'S INVENTIONS AND FORMER RELATIONSHIP BETWEEN WARNER BROS., THE IVIEWIT COMPANIES AND MR. BERNSTEIN AS FOUNDER AND INVENTOR OF THE IVIEWIT TECHNOLOGIES**

---

---

writing too, was alleged by Warner Bros. employees to have discovered false and possibly fraudulent Patent filings. False and fraudulent when compared to those that had been sent by Iviewit Counsel from Proskauer and Brian G. Utley to Warner Bros./AOLTW employees for review.

6. Further, 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 including information regarding a fraudulent bankruptcy and fraudulent Billing Lawsuit instigated by Proskauer and their referrals and concealed from Iviewit Management, Wachovia, Investors and Shareholders by Proskauer et al.

In fact, many of the allegations alleged by Warner Bros. regarding the fraudulent information in the Wachovia Private Placement Memorandum and the Patent Fraud Upon the United States and Mr. Bernstein et al. that were exposed by Warner Bros. and yourself, have proven to have factual basis leading to very real patent suspensions while very federal investigations are ongoing. Interesting to note here that the fraudulent bankruptcy, fraudulent billing lawsuit and fraudulent patents appear part of a larger scheme to steal the technologies, using shadow companies illegally setup by Proskauer and others, concealed from Iviewit, whereby confirmation from the USPTO indicates that patents are in these shadow companies fraudulently.

7. In fact, as you may be aware, 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

**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**

---

---

Office and other Federal Agencies. Information regarding Warner Bros./AOLTW's role in these matters has also been fully distributed to federal, state and international authorities, 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 and criminal actions.

8. The fact, while appearing bizarre when compared to your recent letter, that Warner Bros. employees have claimed to have met with Proskauer Rose attorney Kenneth Rubenstein who gave favorable opinion to your company on Mr. Bernstein's inventions and there is documentation to substantiate and confirm these meetings. However, later, after your discoveries of potential fraud, you then requested Mr. Lamont and Mr. Bernstein to have Mr. Rubenstein reaffirm his prior opinions in order to continue your deal with Mr. Bernstein and Iviewit going forward. Mr. Rubenstein refused your request claiming WARNER BROS. and you were now his and Proskauer's client and that this caused conflict precluding him from speaking with you and leading to your breach of our licensing and encoding contract terms.

As Proskauer and Rubenstein were RETAINED PATENT COUNSEL for Iviewit and Mr. Bernstein during negotiations with Warner Bros./AOLTW, despite the fact that Rubenstein would later falsely claim in a Deposition to not even know about Iviewit or the Patents, and where this Denial by Rubenstein appears patently false and perjurious, it would appear that the conflict existed undisclosed originally.

Evidence of Rubenstein having had multiple meetings opining on the technologies, including for Warner Bros./AOLTW as documented by both the

**Re: LIMITED TIME OFFER IN REPLY TO DEC. 2, 2009 CORRESPONDENCE REGARDING INVENTOR ELIOT L. BERNSTEIN'S INVENTIONS AND FORMER RELATIONSHIP BETWEEN WARNER BROS., THE IVIEWIT COMPANIES AND MR. BERNSTEIN AS FOUNDER AND INVENTOR OF THE IVIEWIT TECHNOLOGIES**

---

---

Wachovia Private Placement Memorandum AND Warner Bros. / AOLTW internal documentation is absolute evidence of perjury under sworn oath by Rubenstein to courts. Later, after denial, Rubenstein at deposition was presented with a letter<sup>4</sup> regarding conversations he was involved with, including calls involving Warner Bros., Mr. Wayne Smith and Mr. Lamont, exhibiting far more knowledge than he previously stated under oath and in response to bar complaints where he claimed he knew nothing. Your involvement as Witness or other in these matters certainly will be forefront in all current and future litigation of these matters.

9. That separate and apart from the direct knowledge by Warner Bros. /AOLTW by the existence of the signed NDAs, internal documents and communications, Wachovia Private Placement Memorandum, Encoding and License Agreements and other, Warner Bros./AOLTW has previously been placed on direct and actual notice for several years of the Iviewit claims and federal, state and international actions, including but not limited to, via correspondence and email communication from P. Stephen Lamont.

\*\*\*NOTE: It is noted at this time that information indicates that P. Stephen Lamont was first Introduced to Iviewit through connections at AOLTW, by Chuck Brunelas, a personal childhood friend of Ted Leonsis, a founder of AOL, who recruited Lamont and that P. Stephen Lamont claimed to Shareholders at one time after hiring to be a "plant" from AOL and later changing his story to a "plant" from Microsoft.

---

<sup>4</sup> The deposition letter can be found @ <http://iviewit.tv/CompanyDocs/Kenneth%20Rubenstein%20Deposition%20with%20Exhibits%20CERT.pdf>

**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**

---

---

So perhaps Mr. Smith you will see that I am a bit more than a mere recyclable spokesperson and to the contrary am a business consultant, with a Juris Doctorate, acting 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, hoping 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 the information below to aid your memory:

1. 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

---

---

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

---

---

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>

2. 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...

Wayne Smith  
Vice President, Senior Litigation and Chief Patent Counsel  
Warner Bros Entertainment, Inc. ( Warner Bros. ) / AOLTW / AOL, Inc

Friday, December 18, 2009

Page 23 of 25

23.5  
copy  
signed  
12/23

Re: LIMITED TIME OFFER IN REPLY TO DEC. 2, 2009 CORRESPONDENCE REGARDING  
INVENTOR ELIOT L. BERNSTEIN'S INVENTIONS AND FORMER RELATIONSHIP  
BETWEEN WARNER BROS., THE IVIEWIT COMPANIES AND MR. BERNSTEIN AS  
FOUNDER AND INVENTOR OF THE IVIEWIT TECHNOLOGIES

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 below, please also accept this letter as a FURTHER FORMAL CEASE AND DESIST OF ALL USES OF THE IVIEWIT TECHNOLOGIES.

Expiration of this Limited Time Offer to reach an Agreement to Agree with a US \$25,000,000.00 payment shall expire at 5pm Pacific Standard Time on Wednesday, December 23, 2009.

Yours truly,

See Signed Page 23  
attached herein

Kevin R. Hall<sup>6</sup>  
Business Consultant to Eliot L. 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

<sup>6</sup> My office address is not the Iviewit office mistakenly addressed in your letter, as the only established address for Iviewit is Mr. Bernstein's address at 2753 NW 34th St., Boca Raton, FL 33434, please take note of this for all future correspondences.

Iviewit Holdings, Inc./Iviewit Technologies, Inc.  
2753 N.W. 34<sup>th</sup> St. Boca Raton, Florida 33434-3459  
(561) 245.8588 (o) / (561) 886.7628 (c) / (561) 245-8644 (f)  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv) - [www.iviewit.tv](http://www.iviewit.tv)

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

---

---

Iviewit, Inc. - DL  
Iviewit Corporation

cc/ec:

TW Board of Directors from Corp Website  
[http://www.timewarner.com/corp/management/board\\_directors/index.html](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](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](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](http://www.timewarner.com/corp/management/executives_by_business/warner_bros/bio/meyer_barry.html)

AOL, Inc

Sony Board of Directors

Nicole Seligman, Executive Vice President, General Counsel, Sony Corporation of America

Kenneth I. Weissman, Senior Corporate Counsel, Sony Corporation of America

Auditors for Warner Bros., AOL.TW, AOL Inc and Sony

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

---

---

Iviewit Holdings, Inc./Iviewit Technologies, Inc.  
2775 N.W. 34<sup>th</sup> St. Boca Raton, Florida 33434-3459  
(561) 245-8588 (o) / (561) 886.7628 (e) / (561) 245-8644 (f)  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv) - [www.iviewit.tv](http://www.iviewit.tv)



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

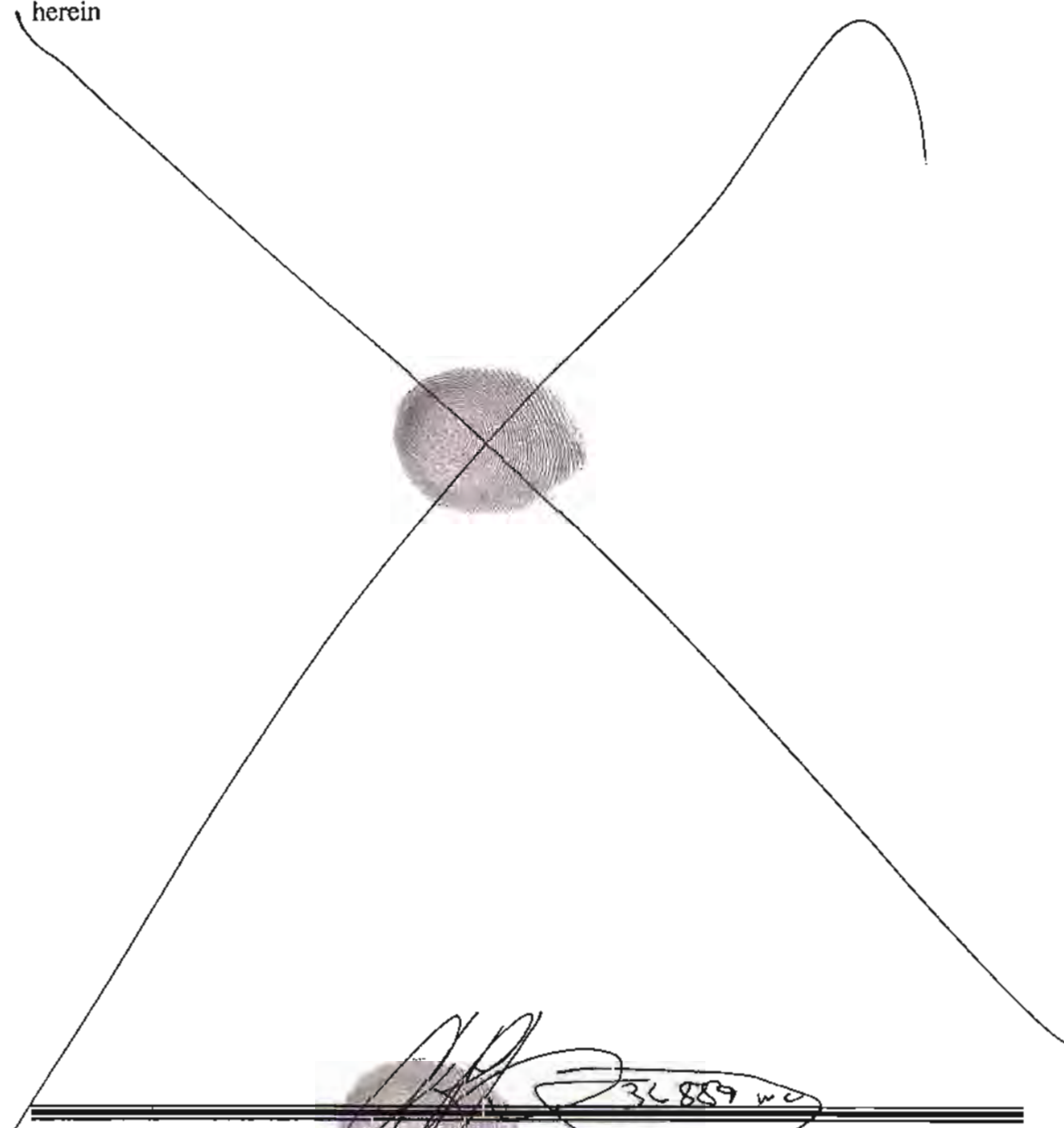
---

---

Enclosure(s)/Attachment(s)

Uniform Resource Locator(s)

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



Iviewit Holdings, Inc./Iviewit Technologies, Inc.  
2753 N.W. 54<sup>th</sup> St. Boca Raton, Florida 33434-3459  
(561) 245-8588 (o) / (561) 886.7628 (c) / (561) 245-8644 (f)  
[iviewit@iviewit.tv](mailto:iviewit@iviewit.tv) - [www.iviewit.tv](http://www.iviewit.tv)