

Stelor Productions, LLC  
Attn: Steven A. Esrig, CEO/President  
& Stelor's Board Members  
14701 Mockingbird Drive  
Darnestown, MD 20874

August 27, 2006

Re: Additional Breach Notice & Request For Explanations

This official notice is being communicated to you as a result of my having discovered and made aware of certain acts that Stelor has committed in further violation of the already terminated License & Settlement Agreements formerly executed between us.

The acts that I have uncovered are as follows:

1). As far back as July 20, 2006 and it may very well have occurred sooner, Stelor Productions, LLC (SP) took it upon itself to change the name from "The Googles from Goo" to "The GoGooz from Goo" and so noted this change all over it's www.stelor productions.com web site. This name has now circulated throughout the Internet and the world and currently sports over 470 links on the Google.com search engine when typing in "gogooz" for search results. This was never the name to be associated with my characters nor for that matter the name that was licensed from me to Stelor to characterize the family of "Oogle, Iggle, and Oggle", respectively. Why Stelor took it upon itself to change the Googles to Gogooz is a mystery to me? Furthermore, why did Stelor arbitrarily choose to do this without seeking my permission to perform this outrageous act? When I mentioned this to Mr. Kaplan via an e-mail correspondence and it was also communicated to him via my former counsel, Mr. Adam Rabin, I was informed that it would be taken care of. I was later informed that this act was a "mistake" and should never have happened. This excuse is unacceptable to me. Especially after more than (4) years of Stelor's involvement with "The Googles from Goo". The mere fact that this name was used to replace the "Googles" name and without any notice whatsoever the Googles name was replaced with GoGooz, a name that wasn't even trademarked, nor was a trademark applied for at the time it was placed on the web, nor was there any domain names secured to protect this name prior to placing it on the Stelor Productions, LLC web site, nor was the Licensor ever apprised of this change, all of which I believe are in further violations of the already terminated License and Settlement Agreements between us. Why would you look to further jeopardize our already fragile relationship, especially right smack in the middle of our ongoing renewed settlement negotiations, by committing this unwarranted act, is a total wonder to me? Please see the attached WORD doc that was taken from the Google.com "cache" that reflects the July 20,2006 date I made reference to earliel in this paragraph.

2). During this same time frame or thereabouts, I also uncovered two "bold" statements that were widely disseminated on the Stelor Productions, LLC newly launched website in or about the second week of August that circulated throughout the web and

around the world. The two statements I am referring to are attached to this e-mail in a pdf file. They were both captured directly from the Stelor site and memorialized in a screen captured pdf file. At first I was elated to read these two statements and I'm sure the entire Stelor Board would have likewise been elated and extremely proud of those statements, had they been true and accurately stated. The problem is that they were not accurate nor true statements. They were, in fact, "false" statements as I had later come to learn from my brief discussions with Mr. Esrig during the taking of his deposition on Tuesday, August 23, 2006. Mr. Esrig communicated to me, personally, that once again the information was a mistake and should not have been placed on the web and that he was going to look into the matter and find out exactly how it got on the site in the first place. He mentioned something about while he was having his surgery that something went wrong and that he would see to it that it was taken care of immediately. However, the problem is that I, as Stelor's former Licensor, am "sick and tired" of hearing excuses that every time and I mean every time I call Stelor's attention or to Mr. Esrig's attention that something is wrong, not kosher, or what I perceive to be an infraction of our already terminated relationship, I'm given the convenient excuse that there must have been a mistake and then it winds up getting corrected. Here, I was lead to believe, as others with vested interests in the issues at hand, that the Spanish version of the Googles debut CD, "One Goo World" was down loaded "one million times and counting" mind you, which would equate to a gross revenue to Stelor of well over 10 million dollars at \$9.99 per CD download and the fact that I would be entitled to a substantial royalty based on those numbers, only to later learn that it was a mistake ("only because of my due diligence and my calling it to Stelor's attention") and I am now owed, once again, NOTHING. You could say that was a huge disappointment. Once again "false advertising" and misleading the public at large as to the success of the Googles' venture. How convenient that the very next day I learned that the "One million downloads and counting" claims were conveniently removed from the Stelor web site. Furthermore, at the "One Goo World" link from the Stelor web site it was also noted that "One Goo World" was a critically acclaimed "GRAMMY" award nominee. Or to put it more bluntly, Stelor boasted about "One Goo World" having been nominated for a Grammy award in the children's music category. Nothing could be further from the truth and another disappointment was had. I first explored the Grammy Award site to determine if this statement was true or false. After not being able to determine that it was nominated I made an inquiry with the Grammy association to learn first hand if this was true or not. I found out, not that I was surprised to learn, that "One Goo World" was NEVER nominated for a Grammy Award in the children's category or for that matter any other category. Once again a misleading and fraudulent statement on the Stelor website. Fraudulent advertising for the purposes of attracting potential investors, misleading the public at large, etc., is a very serious offense. I'm sure Stelor and it's Board are very much aware of this. Upon my bringing these two issues to Mr. Kaplan's and Mr. Esrig's attention during one of the breaks of the deposition procedures, I was informed that this was another mistake and it would be taken care of and looked into immediately. Once again I will reiterate that this "excuse" is not acceptable. I can't conceive that Stelor would allow such "false" information to be disseminated at its newly launched web site for not only the public at large to be misled

but what about Google Inc. and what about the individuals such as myself, the writers of the music, both Elon Eisenberg and Johnny Elkins being misled. What about the irresponsibility of the person or persons in charge of web content and that of Mr. Esrig, who must have delegated this responsibility to whomever to insure that such false statements are NEVER made to mislead those that visit the Googles from Goo for any reason whatsoever. Where does the responsibility stop? Who is ultimately responsible for these errors that were made and allowed to go unnoticed for all this time until I and no one else brought it to the attention of Mr. Esrig and Mr. Kaplan? WHO? We are not talking about an isolated case here. We are talking about (3) major issues beginning with 1). Gogooz, 2). One million downloads and counting, 3). Critically acclaimed Grammy nominated.... (by the way, your web master needs to learn how to spell the word "critically". You now have it spelled: "critially" as noted at your website as of this evening: ("One GooWorld", the critically acclaimed album has won the hearts of children from all over the world. These uplifting songs teach kids valuable lessons about science, the environment, living healthy, and self efficacy.") Imagine the Grammy Association lodging a well founded complaint against Stelor for making a false statement about "One Goo World" being nominated for a Grammy award and using this false accolade to falsely impress and mislead Stelor's impressionable viewers, including "children" , their parents and caretakers, too. I don't think this is something that can just be shrugged off as another innocuous "mistake". Do you? This is borderline **libel** (harmful statement in a fixed medium, esp. writing but also a picture, sign, or electronic broadcast), each which give a common law rights of action. Can you fathom a suit from Grammy for this false advertising and false statements having been published at Stelor's web site? Another harmful act against my Googles intellectual property rights. Not a GooThing at all. I respectfully request a written explanation to all three of these "mistakes". I wish to learn who was responsible for them being made, authorized, or otherwise allowed to make it to Stelor's web site. I shall demand an in debt explanation as to how this was allowed to be disseminated to the Stelor site, who was responsible for it being allowed to be published and who authorized it? I don't expect that Stelor will just allow these most improper acts to go unresolved or without further explanation from those responsible in allowing them to take place in the first place.

3). Moving right along! Upon having visited the [www.uspto.gov](http://www.uspto.gov) website, I found myself, as I often do, researching trademark registrations and the status of all of the ongoing litigation in the USPTO by Stelor and others they have sued or challenged and those that have challenged and/or sued Stelor. During one of my lengthy on line research episodes, I noticed, much to my dismay, that Stelor, in Stelor's newly formed company called: THE STELOR GROUP LIMITED, LLC STEVEN A ESRIG, PRESIDENT & CEO LTD LIAB CO DELAWARE 14701 Mockingbird Drive Darnestown MARYLAND 20874. Filed on April 13, 2006, in a host of various class codes, "The Troodles from Troo" and "Troo". I also became aware that as far back as August of 2005 Stelor also registered multiple domain names for "The Troodles from Troo". I can't help but wonder what other motive or motives Stelor had to register such a similar sounding

name to my "Googles from Goo"? Talk about a conflict of interest or even worse, a "possible" trademark infringement. How would you expect me to remotely consider renegotiating with Stelor to re-instate the previously terminated License and Settlement Agreements, having now learned that Stelor has registered the Troodles from Troo and Troo in many of the exact same class codes as the Googles from Goo? Surely you don't expect me to do so without some sort of explanation that makes sense to me regarding Stelor's registration of these similar sounding names.

4). I also noticed that Stelor has recently filed its second extension within which to comply with the USPTO's requirement for "intent to use" claims as it pertains to "GooRoo", which has yet to be registered as an official trademark for the Googles from Goo family. It's now been over (4) years and GooRoo has yet to be given "Registered" status. I learned that Ira Edel is the attorney of record for this application and that it was filed by him back on May 7, 2004. I thought Mr. Edel was long gone and according to Mr. Esrig's sworn testimony that he was no longer involved with Stelor after 2003 or thereabouts. Perhaps I'm mistaken about this and upon review of the deposition transcripts I hope to be in receipt of shortly I will look to verify this matter. But in either event, the mere fact that Stelor failed to make this a priority and get GooRoo registered status all this time, so that we would have had a complete set of family members as originally licensed back in June of 02, is another wonder to me. I would have thought that getting GooRoo registered status should have been a top priority way back when the Licensor/Licensee relationship was first born? It wasn't until almost two years later that an application was even filed for GooRoo in class code 028, like all the other family members? WHY? I also noted that Ira Edel was listed as the attorney of record for the filing of both GooBoo and GooLaLa in 028 class code on the same date. I find it strange that GooRoo, which was an original member of the Googles' family and the other two additions, who were not created until over a year or more later, would be registered at the same time. At my initial meeting with Ira Edel and the only meeting I had with him, I informed him that a top priority, besides the priority of filing a section 8/15 affidavit was to file a trademark in 028 for GooRoo so that we would have all (4) characters protected and properly registered. It is obvious that my conversation with Mr. Edel fell on deaf ears because it wasn't until May of 2004, a good year or more after the initial meeting I had with him and Mr. Esrig, that this request was initiated. WHY?

5). Now I am obviously left with the responsibility of filing the section 8/15 affidavits that are now approaching required deadlines for "Oogle, Iggle, and Oggle". They were all granted registration status on October 1, 2001 and that means, if my understanding of the law is right that between October 1, 2006 and September 30, 2007 I must file the section 8/15 affidavits, since that would be the 5<sup>th</sup> year since the trademark was initially granted registration status. But my problem is that since Stelor has yet to sell any plush toys according to Mr. Esrig's deposition testimony for any of the characters, how in the world am I to properly file any such affidavits nor be granted any such incontestable status for the characters Oogle, Iggle, and/or Oggle? If there has not been any continuous use nor any sales of the plush medium of the characters, then how

am I going to be able to properly protect the incontestable and continuous use status of the characters?

6). The "frivolous" lawsuit that was filed on June 1, 2006, against me and others in the Montgomery County Courthouse by Stelor, is another violation of the previously terminated License and Settlement Agreements. This result obtains because Stelor is well aware that in the License Agreement at section XVI: Jurisdiction & Disputes, it specifically states at "A": "This Agreement shall be governed in accordance with the laws of the State of Florida without regard to its principles of conflicts of laws.

And at "B": "All disputes under this Agreement shall be resolved by the courts of the State of Florida including the United States District Court for Florida and the parties all consent to the jurisdiction of such courts, agree to accept process by mail, and hereby waive jurisdictional or venue defenses otherwise available to it."

The case brought against me in Maryland alleges breach of contract and domain name infractions, etc. The only contract I had with Stelor was the License Agreement and Settlement Agreement and an Engagement Agreement (since expired). The only jurisdiction whereby any claims for breach of contract can be brought against me is in the State of Florida, not Maryland. Furthermore, due to the "Limitations of Liability" clause as clearly and unambiguously noted at Section XIII of the License Agreement it states at "A": "IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (EMPHASIS ADDED) (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), NO MATTER WHAT THEORY OF LIABILITY, EVEN IF THE EXCLUSIVE REMEDIES PROVIDED FOR IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION "LIMITATIONS OF LIABILITY" ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN LICENSOR AND LICENSEE AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT".

And further states at "B": "EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT OR IN TORT, SHALL BE LIMITED TO THE AGGREGATE ROYALTY FEES PAID BY LICENSEE TO LICENSOR DURING THE TWELVE MONTH PERIOD PRECEDING THE CLAIM."

The point of all of this rhetoric is that Stelor chose to bring a "frivolous" law suit against me in another court, another judicial district, another venue, other than what was

permissible according to the previously executed License Agreement between myself and Stelor Productions, LLC.

7). During one of the breaks of the deposition of Mr. Edel, Mr. Kaplan presented me with some documents that were dated June 20, 2006. These documents were from some Japanese Patent and Trademark Attorney's office. One of the documents that Mr. Kaplan requested me to execute was a Power of Attorney for an international trademark registration #858186 for Goosical in Int'l. class code 016. I informed Mr. Kaplan that I was not inclined to execute anything at that time and that I would look over the documents and determine whether or not I would execute the requested document. I later e-mailed Mr. Kaplan to inform him that I was not inclined to execute the document for a variety of reasons as outlined in the e-mail. I was questioning why I was first being shown the document two months after it was received by Mr. Lawrence Hefter from the Japanese attorneys? I further inquired with Mr. Kaplan that I would need to learn whether or not Stelor's position was that since they had no legal authority to execute such documents due to having been terminated by me and thus their irrevocable power of attorney enabling them to execute such documents on my behalf was now longer enforceable and thus they required my signature to validate the registration process. Or, was it Stelor's position that while they still believed they were acting as my exclusive Licensee, they weren't looking to take any chances and so they insisted that I execute the Power of Attorney that Mr. Kaplan presented to me. I've yet to get any clarification on this matter one way or the other. I am curious to learn why Mr. Edel was able to execute a power of attorney regarding the Section 8 & 15 Affidavit for "The Googles Childrens Workshop", when in fact he had absolutely no power to do so, since at the time he executed this document The Googles Childrens Workshop had already been dissolved for sometime. Why all of a sudden am I being asked to execute documents I know absolutely nothing about and that I learned for the very first time during Mr. Edel's deposition? I'd like an explanation on this issue as well.

Additionally, I find it incredibly hard to understand/believe how Stelor, who has supposedly raised over six (6) million dollars during the past (4) years, with a monthly payroll of \$150,000, (15) plus full time employees, who has attended (4) International Licensing Shows, been an exhibitor for the past (3) consecutive years and who as of December 31, 2005 has listed on its financial statements a total revenue of \$20.41 for a handful of downloadable songs on the I-Tune web site; has not one sub-licensee, has not manufactured a single product, nor sold any of its plush toy inventory, books, or for that matter a single licensed product in all of these years. What am I missing here? Stelor was to "reasonably commercialize" my Googles' intellectual property. It has obviously failed to do so. Stelor would be hard pressed to place all of the blame, as it continues to do, on me. Even if you take the one million dollars the financials depict for legal fees paid out as of December 31, 2005, there is still five million dollars spent on other items, none of which has been successful in bringing to market the Googles' IP. The deposition testimony of Mr. Esrig speaks for itself. If my calculations are accurate, Mr. Esrig and his wife's combined Stelor revenue, not including his perks and stock options, etc., was

well over four hundred thousand (\$400,000) dollars last year. Yet the Googles only generated \$20.41 in revenue. Again, what am I missing here?

In closing I will respectfully ask that Stelor, through its counsel, provide me with a proper reply to this "Additional Breach Notice & Request For Explanations" prior to the forthcoming mediation set for September 6, 2006. If I don't receive a "proper" reply to all of the issues I've raised in this lengthy NOTICE, I will assume that Stelor has no intentions nor interests to resolve in any amiable way the issues raised nor a possible resolution to all of our outstanding differences so that we may come to some common ground that would result in a fair and reasonable settlement between us at time of mediation. In this regard I shall act accordingly and weigh all of my options that may be available to me.

Respectfully  
ed by,



Steven A. Silvers

P.S. I noticed today, as a matter of fact, just prior to my mailing this letter off to you that Stelor registered as of August 16, 2006 the "GoGooz" domain name in multiple categories (i.e. .com, .net, etc.). I'm confused as to how or why this act was performed based upon my previous conversations with Mr. Esrig in that he admitted to me that it was a "mistake" and that it would be removed from their web site. Now I learned that it was registered and I am now requesting to learn what Stelor plans to do with GoGooz. I understand that the registrations list me as the "Registrant", however, since my position has been that Stelor's license has been terminated, on what basis did Stelor have the right to register these domains?

**CONFIDENTIAL COMMUNICATION:**

This is a privileged, inadmissible and non-discoverable communication" between the parties noted above:

Furthermore, this letter and any attachments are intended only for the use of the addressee named above and contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not an intended recipient, or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you received this communication in error, please immediately notify the sender by replying to this message. Thank you.

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- Characters
- **Music**
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  - UnSooAHundo

## One Goo World

"One GooV'orid", the critically acclaimed, Grammy nominated album no? won the hearts of children from all over the world. These uplifting song-; teach kids valuable lessons about science, the environment, living healthy, and self efficacy.



Hear Exclusive Tracks from 'One GooWorld'

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^ GooBop

I Feel Good About Myself

I Love Fruit

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- These search terms have been highlighted: **downloads**



- About Stelor
- Technologies
- Characters
- Music
  - One Goo World
  - Un GooMundo
- Home

## Un GooMundo

'Un GooMundo' is the non-cJubtjed Spanish version of 'One GooWorld'. With over 1 million **downloads** and counting, this album is undeniably loved by kids the world over.

Hear Exclusive Tracks from Un GooMundo' j^

**El GooBop**

**Lluvia**

**^ Responsibilidad**

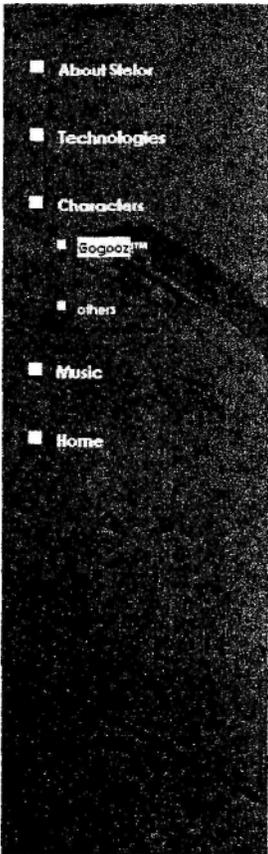
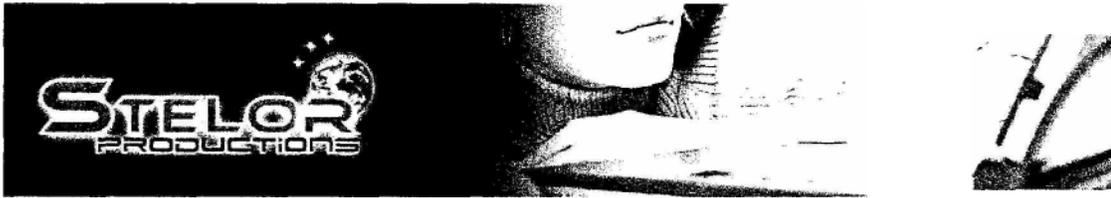


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Did you mean: [gogoo/e](#)

Stelor Productions

**The Gogooz!**™ are just that: a group of pudgy, furry, four-eyed aliens from ... The Gogooz!™ from Goo™ property is targeted towards children 2-12 years old ...

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**SIOHM**

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Handwritten notes (rotated 90 degrees counter-clockwise):  
day or so after it was called to Stelor. Attention that I f didn't approve of this act. I then to Add insult to injury Stelor pulls the NAME from its site and then AND turns around the NAME registers the name. A day or so later. And why was the AND why was listed as Silvers Ent. Grp. Registers the agreement when for all Google calls for trademarks. IP (i.e. trademarks, domains, etc.) docs. Are to listed in my 3 personal name and Not any other. This is another violation of the previously termin. Aged license why Agreement. Did this happen. Another mistake.

WHOIS Search provides domain registration information from Network Solutions

Page 2 of 3

Registered through: GoDaddy.com, Inc. (http://www.godaddy.com)  
Domain Name: GOGOOZ.COM  
Created on: 16-Aug-06  
Expires on: 16-Aug-07  
Last Updated on: 16-Aug-06

Administrative Contact: Esrig, Steven A.  
sh@stelorproductions.com Stelor Productions,  
LLC 14701 Mockingbird Drive Darnestown,  
Maryland 20874 United States (301) 963-0000

Technical Contact:  
Esrig, Steven A. sh@stelorproductions.com  
Stelor Productions, LLC 14701 Mockingbird Drive  
Darnestown, Maryland 20874 United States  
(301)963-0000

Domain servers in listed order:  
PARK11.SECURESERVER.NET  
PARK12.SECURESERVER.NET

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

Show underlying registry data for this record

**Current Registrar:** GO DADDY SOFTWARE, INC.  
**IP Address:** 68.178.232.100 (ARIN & RIPE IP search)  
**IP Location:** US(UNITED STATES)-ARIZONA-SCOTTSDALE  
**Lock Status:** REGISTRAR-LOCK  
**DMOZ** no listings  
**Y! Directory:** see listings  
**Web Site Title:** www.gogooz.com Coming Soon!  
**Data as of:** 14-Jun-2005



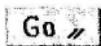
**Need to get your business online?**

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**Get listed on Google® and Yahoo!®**

Get found on major search engines like Google® and Yahoo!®. \$34.95/month, plus a \$79 setup fee.



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Page 3 of 3

design fee.

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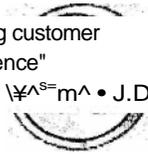
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service experience"

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05/21/2006 14:23...2024084408^,^

FINNEGAN HENDERSON  
FINKEIAH

;0332482049

# 1>

# :zu & DAIGO

PATENT A TRADEMARK ATTORNEYS

PHONE: 81 -34243-12,45

KYODO BLDG, JHOWAJ  
7-3-S, N1HONBASHI-HONCHO  
CHUO-KU, TOKYO 1030023

TH.6FAX:SI-3-32^<S-2CW9

JAPAN

## URGENT??

FINWEGAN, HENDERSON, FARABOW

June 20, 2006

GARRETT & DUNNBR L.L.P.

901 New York Avenue, N,W.

Your Kef 095 J9.0022-001.96

Washington DC 20001 -4413

Our ReF T-18072 KI

U.S.A.

Attention: Mr. Laurence R. Hcffer

By Fax-' 2p.

Dear Mr. Beflfer:

**[Due Date: June 23. 2006]**

Re-' MJf. Steven A. Silvers

International Trade Mark Registration No. 85S1 & 6

"GOOSICAL" in daas 16

We thajik you for your fetter of June 19, 2006 and its enclosures in connection with the above captioned International Trade Mark Registration.

We shall be pleased to tajke responsibility for your above clients' registration in Japan. For this purpose, we need a Power of Attorney a form of which is enclosed herewith, Ploase send us the power of attorney after execution urgently.

If we do not receive the original power by the morning, June 23, \$006 (Tokyo Time), we will file an amendment aa you requested in reply to the official action. In this regard, we would inform you that the JPO does not accept an executed power of attorney sent by facsinule and the power can be filed later with some additional cost.

We look forward to receiving the executed power of attorney urgently.

Yours very truly,



Tetsuo Shimizu

CC, & End. • by airmail

06/21/2006 14:23 2024884408^ (

FINNEGAN HENDERSON  
FINNEGAN :OS82462B49

PAGE 05 \*  
2/ 2

^ P A N

POWEB OF ATTORNEY

T-18072 KI

I/We, W Steven A- Silvers

Insert, in **full**, (a) the name  
and, (b) \*44wsSjs of tiba  
individual' ojf  
flposnti'qg the **attorneys**.

8983 Ofceechobee Blvd., Suite 202, PMB 208  
West Palm Beach, Florida 38411  
U S A

do hereby appoint. Tetsuo Shimizu, Kunihito Daigo aiad 1'kuko Ohnisbi  
registered patent attorneys, of Tokyo, Japan, our lawful afctorneyfe)  
with full power of subBtitutjon \*and revocation, pursuant to hhe  
provisions of Art, 8 of the Patent Law. Art. 2 quinquies of the Utility  
Model Law, Art. 68 of the Design Law, and Art, 77 of the Tradejnatk  
Law of Japan, to take on my/our behalf proceedings fvx making^

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hwitter the

Intenu.tional Trad\* Mark Eeg. S58186

to the Japan Patent Office, and if it be necessary, to make a request for  
examination, to convert the said application into one for patent or  
utility model or design registration, to demand a trial against rejection  
of the application or against a decision of dismissal of supplement or  
amendment, to lodge an administrative petition or a suit from  
dissatisfaction with an administrative action, and to withdraw or  
abandon the appHcataon, petition, opposition, demand, administrative  
petition or suit, and to perform all other formalities and acts under the  
provisions concerned of the Patent, Utility Model, Design and  
Trademark Laws of Japan or any Orders issued on the basis thereof  
before and after the registration of establishment of right to issue with  
regard to the above.

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Dated this **day of** 2006

^Steven A. Silvers

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IMPORTANT;  
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**Carman Kfpp, AHison**

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From: Sent: Carman Kipp, Allison Tuesday, June 20, 2006 7:58 AM 'John Huff John Davidson  
To: Ce: 'Steven A. Esrig'; Rosemary Smith; Hefter, Larry; Valusek, Judy;  
Subject: URGENT: GOOSICAL in Japan - Power of Attorney Required

Importance: High Fax Image.TIF

Attachments:

A0f3950c6-ft73-4f  
3e-92cl-fd2cO.,.

URGENT DEADLINE

GOOSICAL in Japan  
Response and Power of Attorney due June 23, 2006 Our  
Ref. 09519.0022-00195

Dear John,

We attach a copy of Japanese counsel's response to our request that they file a Response to the Office Action for the GOOSICAL application in Japan. The Japanese Patent Office requires that a Power of Attorney be filed with the Response to the Office Action. It will be possible to file the Response to Office Action with a facsimile of the Power of Attorney, but the original wi.l.J. still need to be filed along with a fee for the ,late filing of the Power of Attorney.

Please forward the Power of Attorney to Steven Silvers and request that he immediately return the executed. Power of Attorney by facsimile (202.408. 4400) and. overnight courier to our offices.

We look forward to receiving your reply at your earliest convenience due to the June 23, 2006 deadline.

Best regards,

Allison

«

Allison Carman Kipp  
Senior Trademark Legal Assistant  
Finnegan, Henderson, Farabow, Garrett & Dunner, L.L.P.  
901 New York Avenue, N,W.  
Washington, D.C. 20001  
202.408.4000 Main switchboard  
202.408.4400 Facsimile  
202.216.5262 Direct Dial

06/21/2006 14:23 2024084400

FINNEGAN HENDERSON

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*Browser to return to TESS)*

**GOOROO**

**Word Mark** GOOROO  
**Goods and Services** 1C 028. US 022 023 038 050. G & S: TOYS, NAMELY STUFFED AND PLUSH TOYS  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Design Search Code**  
**Serial Number** 76591381  
**Filing Date** May 7, 2004  
**Current Filing Basis** 1B  
**Original Filing Basis** 1B  
**Published for Opposition** March 1,2005  
**Owner** (APPLICANT) SILVERS, STEVEN A. INDIVIDUAL UNITED STATES 8983 OKEECHOBEE BLVD SUITE 202 PO BOX 203 WEST PALM BEACH FLORIDA 33411  
**Attorney of Record** IRA C. EDELL  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

TESS HOME	NEW USER	STRUCTURED	FREE FORM	BROWSE DICT	SEARCH OG	TOP	HELP	PREV LIST	CURR LIST
NEXT LIST	FIRST DOC	PREV DOC	NEXT DOC	LAST DOC					

Latest Status Info

Page 1 of 3

**Thank you for your request. Here are the latest results from the TARR web server.**

**This page was generated by the TARR system on 2006-08-27 12:34:03 ET**

**Serial Number:** 76591381 Assignment Information

**Registration Number:** (NOT AVAILABLE)

**Mark**

# GOOROO

**(words only):** GOOROO

**Standard Character claim:** Yes

**Current Status:** A request for the second extension of time to file a statement of use has been granted.

**Date of Status:** 2006-05-24

**Filing Date:** 2004-05-07

**The Notice of Allowance Date is:** 2005-05-24

**Transformed into a National Application:** No

**Registration Date:** (DATE NOT AVAILABLE)

**Register:** Principal

**Law Office Assigned:** LAW OFFICE 105

**Attorney Assigned:**

WELLS KELLEY L Employee Location

**Current Location:** 700 -Intent To Use Section

**Date In Location:** 2005-12-14

## **LAST APPLICANT(S)/OWNER(S) OF RECORD**

1. SILVERS, STEVEN A.

**Address:**

SILVERS, STEVEN A.  
8983 OKEECHOBEE BLVD SUITE 202 PO BOX 203  
WEST PALM BEACH, FL 33411

Latest Status Info

Page 2 of 3

**Country of Citizenship:** United States

### **GOODS AND/OR SERVICES**

**International Class:** 028

**Class Status:** Active

TOYS, NAMELY STUFFED AND PLUSH TOYS

**Basis:** 1(b)

**First Use Date:** (DATE NOT AVAILABLE)

**First Use in Commerce Date:** (DATE NOT AVAILABLE)

### **ADDITIONAL INFORMATION**

(NOT AVAILABLE)

### **MADRID PROTOCOL INFORMATION**

(NOT AVAILABLE)

### **PROSECUTION HISTORY**

2006-05-24 - Extension 2 granted

2006-05-24 - Extension 2 filed

2006-05-24 - TEAS Extension Received

2005-12-16 - Extension 1 granted

2005-11-22 - Extension 1 filed

2005-11-22 - PAPER RECEIVED

2005-07-28 - TEAS Change Of Correspondence Received

2005-05-24 - Notice of allowance - mailed

2005-04-08 - TEAS Change Of Correspondence Received

2005-03-05 - PAPER RECEIVED

2005-03-01 - Published for opposition

2005-02-23 - TEAS Change Of Correspondence Received

2005-02-23 - TEAS Change Of Correspondence Received

Latest Status Info

Page 3 of 3

2004-12-21 - Law Office Publication Review Completed

2004-12-13- Assigned To LIE

2004-12-06 - Approved for Pub - Principal Register (Initial exam)

2004-12-06 - Assigned To Examiner

2004-09-15 - TEAS Change Of Correspondence Received

2004-07-08 - PAPER RECEIVED

2004-05-20 - New Application Entered In Tram

### **CORRESPONDENCE INFORMATION**

#### **Correspondent**

IRA C. EDELL (Attorney of record)

Steven A. Silvers  
8983 Okeechobee Blvd., Suite 202  
West Palm Beach FL 33411-5102

**Phone Number:** 954-445-6788