

GAIL A MCQUILKIN - RE: dates for audit

From: "Kevin C. Kaplan" <kkaplan@bwskb.com>  
To: "GAIL A MCQUILKIN" <GAM@ktlaw.com>  
Date: 3/23/2005 9:24 AM  
Subject: RE: dates for audit

Gail,

Can you send me over the documents confirming the scope of your proposed audit. Is there an engagement letter or other correspondence? We'll call you at 11 today.

Kevin

Kevin C. Kaplan, Esq.  
Aragon, Burlington, Well  
Schwiep, Kaplan & Blonsky, PA  
2699 S. Bayshore Drive, Penthouse  
Miami, Florida 33133  
Tel: (305) 858-2900  
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kkaplan@abwlaw.com

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Exhibit P

GAIL A MCQUILKIN - RE: dates for audit

From: GAIL A MCQUILKIN  
To: Kevin Kaplan  
Date: 3/23/2005 9:47 AM  
Subject: RE: dates for audit

The scope of the audit based on Silvers' rights under the license agreement is : "Stelor's books and records and all other documents and material in the possession of or under the control of Stelor with respect to the subject matter of the License Agreement." I think that just about covers everything that Stelor has relating to the Googles project. FYI - based on our settlement, the results of the audit are for attorney eyes only. The only way we can disclose anything to Inc. is upon our agreement.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@ktlaw.com

>>> "Kevin C. Kaplan" <kkaplan@bwskb.com> 03/23/05 9:22 AM >>>

Gail,

Can you send me over the documents confirming the scope of your proposed audit. Is there an engagement letter or other correspondence? We'll call you at 11 today.

Kevin

Kevin C. Kaplan, Esq.  
Aragon, Burlington, Well  
Schwiep, Kaplan & Blonsky, PA  
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From: GAIL A MCQUILKIN [mailto:GAM@ktlaw.com]  
Sent: Tuesday, March 22, 2005 11:55 AM  
To: Kevin C. Kaplan  
Subject: dates for audit

Kevin -

We need to set up the date for the auditor to go to Stelor. These are they dates they have open. Let me know today which dates works best. Otherwise I will just select one. Thanks.

Thursday March 31<sup>st</sup>, Friday April 1<sup>st</sup>, or Monday April 4<sup>th</sup>.

Gail A. McQuilkin, Esq.  
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gam@ktlaw.com

# Exhibit Q

GAIL A MCQUILKIN - information from Stelor

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 4/7/2005 5:01 PM  
Subject: information from Stelor

Kevin -

Esrig said he would get me a disc with all the presentation stuff. I need it asap so I can work that information into the complaint. Also, remember to get from him samples of confusion evidence. Thanks.

Gail,

Checks????????????????

Gail A. McQuilkin, Esq.  
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gam@ktlaw.com

Latest threats

GAIL A MCQUILKIN - Latest threats

From: Steven Esrig <steven@stelorproductions.com>  
To: <gam@ktlaw.com>, Marty Jeffery <marty@stelorproductions.com>  
Date: 4/11/2005 6:05 PM  
Subject: Latest threats  
CC: "Kevin C. Kaplan" <kkaplan@bwskb.com>

Gail,

Just got off the phone with Kevin. Do you think we can possibly move beyond the posturing and ridiculous threats and get on to business? I am willing to go out on a limb in spite of my Boards position regarding adherence to our license and settlement agreement but I am just as willing to run my business and let you finance Mr. Silvers next lawsuit with Stelor. I am deeply concerned that these silly little turf wars could cost all of us the big picture. In other words, do you plan to proceed as a co-counsel or counsel for Steven A. Silvers only. Marty and I look forward to a phone call from you at your earliest convenience.

Steve

Ps-you promised us your "work of art" last Friday. We will take care of all Silvers outstanding checks upon receipt of the complaint. I have authorized Kevin to release the checks he is holding to you as well when we receive the draft complaint.

STEVEN A. ESRIG



# Exhibit R

GAIL A MCQUILKIN - follow up

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 4/12/2005 4:35 PM  
Subject: follow up

Kevin -

I appreciate our conversation today. As you requested here is an update on the complaint. This must be kept extremely confidential.

Because this complaint will draw intense scrutiny from the court and the media, it must be as factually accurate and legally sound as possible. I am doing an enormous amount of research to make sure that happens.

All of this takes tremendous time to do. But my practice has always been to research a case thoroughly before signing my name to a complaint - I'm probably one of the few attorneys who takes the obligations of Rule 11 to heart. Trust me, it pays off in the end.

While it may seem like this is dragging, a good complaint can take weeks or months. But we should have a good first draft soon. I am working on nothing else this week. I really need your help to get me the information from your client that I have been promised so I can weave it into the facts. I cannot understand why this has not been provided.

I hope your client understands that it is my client's intellectual property rights that are at issue so I take this case very seriously. Although we are "co-counsel" on this, I am not working for your client and do not feel obligated to perform based on their time line, nor should the drafting of this complaint have any bearing on their obligation to perform under the settlement. By no means am I holding up sending you the draft because of the owed payments. It is the distraction of dealing with these issues that is holding me up. No one wants

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# Exhibit S

this complaint filed more than my client.

And, as much as I enjoy speaking with the good folks over there, please let your client know that I cannot under the rules of professional conduct have direct communications, even e-mail, with any of them unless I have express authority from you.

Finally, you know how important I feel it is for us to stay aligned. This is easily accomplished if your client will just comply with the settlement, especially the financial part. I don't make threats or posture, my time is too expensive to waste on that. I communicate only what I must when I must to protect my clients interests. I agree that this has gotten silly, and I am sure the board would rather focus its discussions on the upcoming launch and trade show than obsessing over these rather small advances to my client. I have spent considerable time getting my client to focus on what your client has and will accomplish rather than what they have not done, although his list in that regard is long. He really is very happy with the project and excited about the launch and upcoming show. He knows the success of the project is the result of the work and investment made by everyone over there. But, he needs to feel he is being treated fairly, and frankly it doesn't take much by your client to instill that in him.

Please get your client to pay my guy what is owed so I can dedicate all my efforts on this complaint.

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gaim@kttlaw.com

# Exhibit T

GAIL A MCQUILKIN - please get me a response to where we are, my client is

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 4/13/2005 11:10 AM  
Subject: please get me a response to where we are, my client is

going nuts over this and I can't hold him off another day.

Gail A. McQuilkin, Esq.  
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(305) 372-3508 fax  
gam@kttlaw.com

Exhibit U

From: GAIL A MCQUILKIN [mailto:GAM@kttlaw.com]  
Sent: Friday, April 22, 2005 1:35 PM  
To: Kevin C. Kaplan  
Subject: audit

Kevin -

The auditor is preparing a letter that will outline the documents and records he will need available at Stelor to do the audit. He needs to schedule the date for his visit. Please give me a date in the next two weeks, other than April 28th and 29th which are not good for him, for the visit. Thanks.

Gail.

Gail A. McQuilkin, Esq.  
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Exhibit V

>>> "Kevin C. Kaplan" <kkaplan@bwskb.com> 04/22/05 2:21 PM >>>  
I have received several fedex boxes of information from Stelcor addressing the questions you have raised in preparation of the complaint. Are you available Monday afternoon to come over and look?

Kevin C. Kaplan, Esq.  
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From: GAIL A MCQUILKIN [mailto:GAM@kttlaw.com]  
Sent: Friday, April 22, 2005 1:35 PM  
To: Kevin C. Kaplan  
Subject: audit

Kevin -  
The auditor is preparing a letter that will outline the documents and records he will need available at Stelcor to do the audit. He needs to schedule the date for his visit. Please give me a date in the next two weeks, other than April 28th and 29th which are not good for him, for the visit. Thanks.

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Exhibit W

Page 1 of 2

GAIL A MCQUILKIN - RE: audit

From: GAIL A MCQUILKIN  
To: Kevin Kaplan  
Date: 4/22/2005 4:20 PM  
Subject: RE: audit

I'd have to clear off some appointments but it may be possible. What about the audit dates?

Gail A. McQuilkin, Esq.  
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(305) 372-1800 office  
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gam@kttlaw.com

>>> "Kevin C. Kaplan" <kkaplan@bwskb.com> 04/22/05 2:21 PM >>>  
I have received several fedex boxes of information from Stelcor addressing the questions you have raised in preparation of the complaint. Are you available Monday afternoon to come over and look?

Kevin C. Kaplan, Esq.  
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Exhibit X

GAIL A MCQUILKIN - RE: audit

From: "Kevin C. Kaplan" <kkaplan@bwskb.com>  
To: "GAIL A MCQUILKIN" <GAM@ktlaw.com>  
Date: 4/22/2005 5:27 PM  
Subject: RE: audit

I've forwarded it on to Steve, but haven't heard back yet. He may come down Monday too.

Kevin C. Kaplan, Esq.  
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From: GAIL A MCQUILKIN [mailto:GAM@ktlaw.com]  
Sent: Friday, April 22, 2005 4:21 PM  
To: Kevin C. Kaplan  
Subject: RE: audit

I'd have to clear off some appointments but it may be possible. What about the audit dates?

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA

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Exhibit Y

GAIL A MCQUILKIN - RE: Inc

From: "Kevin C. Kaplan" <kkaplan@bwskb.com>  
To: "GAIL A MCQUILKIN" <GAM@ktlaw.com>  
Date: 4/25/2005 9:46 AM  
Subject: RE: Inc

And, when will the complaint be in circulation?

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From: GAIL A MCQUILKIN [mailto:GAM@ktlaw.com]  
Sent: Monday, April 25, 2005 9:44 AM  
To: Kevin C. Kaplan  
Subject: Re: Inc

Kevin -

No, I cannot be there tomorrow. Please let me know what is in the boxes so I can at least determine if it is relevant. I need the date for the audit. Thanks.

Gail.

Gail A. McQuilkin, Esq.  
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Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
ggam@ktlaw.com

>>> "Kevin C. Kaplan" <kkaplan@bwskb.com> 04/25/05 9:21 AM >>>  
Gail,

Steve plans to be in Miami tomorrow. Can you meet at our office at 2:00 p.m.? Please confirm. We will have the Stolor information for your review. We expect you will have a draft of the complaint for our review.

In terms of schedule, I am leaving town on Friday for vacation. Stolor and I plan to have the complaint filed (or

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ready to be filed) before I leave. Please help us with that goal by circulating your draft.

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From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 4/26/2005 8:19:54 PM  
Subject: Re: Stelor/Silvers/Inc

Kevin -

I cannot get into this with you right now. I assure you I will get back to you and Stelor by Friday.

Gail A. McQuilkin, Esq.  
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2525 Ponce de Leon  
Coral Gables, FL 33134  
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(305) 372-3508 fax  
gem@kllaw.com  
>>> "Kevin C. Kaplan" <kkaplan@bwskb.com> 04/26/05 12:35 PM >>>  
Gail,

As we discussed, we were impressed and pleased when we received your recent email describing the extensive efforts you have made in preparing a draft complaint. No doubt the complaint will reflect the substance of your work. In the meantime, however, we still have not received a draft of the complaint, and our continued requests that you circulate a draft have been ignored.

As I have advised you, the Stelor information is in my office, and we have been attempting to set up a time for you to review it. Steve committed the resources of his people to assemble this information, which took three people in excess of three weeks. I am also prepared immediately to input into the draft complaint any missing information or sections relating to Stelor's work. To do that, obviously, I need to have the draft to see what you believe is missing and where it needs to go.

This process needs to be completed, and the complaint needs to be filed promptly. In fact, you yourself emphasized the urgency of getting this filed when the TTAB dismissed the opposition more than a month ago. At that time, you committed to having a complaint prepared within the week! To say the least, we need to see the draft now. If you have some reason for refusing to circulate it to us, please advise us immediately. Otherwise, please circulate the draft to us today. We have welcomed and will continue to welcome your input and work on the anticipated litigation. We understand that, to date, you have done the lion's share of the work on the complaint, but that was at your election. You wanted to revise the initial draft we provided you, and we had no objection to your doing that. As I say, we recognize and very much appreciate the hard work you have apparently done. But, it is no good to anyone unless the draft gets circulated, finalized, and filed.

As we see it, there is no conceivable reason for you to continue to "withhold" the complaint, or for that matter, for its filing to be delayed any further. Yet, you continue to sit on the draft, without any apparent reason. The situation concerns us, and we have reached the point where - either your version needs to be circulated and we can collaborate on completing it - or we will simply move forward to prepare and file our own version of the complaint this week. Please make no mistake, the License and Settlement Agreements clearly provide that any such lawsuit is to be filed by Stelor. Your client has an explicit duty to "cooperate with Stelor and Stelor's counsel in all respects" but the proceedings are to be "filed by Stelor".

Exhibit Z

Settlement ¶ 2.

Please continue to cooperate with us by promptly providing your draft.

.....  
Kevin C. Kaplan, Esq.  
Burlington, Well, Schwiep,  
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2698 S. Bayshore Drive, Penthouse  
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.....  
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Exhibit AA

(iv) the Licensed Intellectual Property and Licensed Trademarks do not infringe the rights, including without limitation, Intellectual Property Rights, of any third party, and

(v) except as set forth in Schedule B attached hereto, LICENSOR has not received any notice from any third party of any alleged or actual infringement of the Licensed Intellectual Property or Licensed Trademarks and the Licensed Intellectual Property and/or Licensed Trademarks are not the subject, and has not been the subject, of any previous or pending litigation with the exception of the Grant litigation which has been resolved.

**B. LICENSEE represents and warrants that**

(i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of LICENSEE and this Agreement is a valid and binding obligation of LICENSEE, enforceable in accordance with its terms;

(ii) the execution, delivery and performance by LICENSEE of this Agreement will not violate or conflict with any applicable U.S. law or regulation, or any order, writ, judgment or decree of any court or governmental authority to which LICENSEE is subject, or result in a violation, breach of, or default under any contract, lease, or other agreement binding on LICENSEE, and

(iii) it will use its commercially reasonable efforts to promote, market, sell and distribute the Licensed Products.

**C. Disclaimer of Warranties** EXCEPT AS EXPRESSLY PROVIDED ABOVE, NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT AS TO ANY MATTER INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**D. LICENSEE** shall be solely responsible for the manufacture, production, sale and distribution of the Licensed Products or to have such Licensed Products manufactured, produced, sold and distributed, and will bear all related costs associated therewith.

**VI. NOTICES, QUALITY CONTROL, AND SAMPLES**

**A.** The Licensed Products, as well as all promotional, packaging and advertising material relative thereto, shall include all appropriate legal notices.

**B.** The Licensed Products shall be of a high quality which is at least equal to comparable products manufactured and marketed by LICENSEE and to conform with a standard sample provided by LICENSEE.

**C.** Prior to the commencement of manufacture and sale of the Licensed Products, LICENSEE shall submit to LICENSOR for his input, at no cost to LICENSOR, a reasonable number of samples of all Licensed Products which LICENSEE intends to manufacture and sell and of all promotional and advertising material associated therewith.

**VII. NOTICES AND PAYMENT**

**A.** Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally to the other designated party at the above-stated address or mailed by certified or registered mail, return receipt requested or delivered by a recognized national overnight courier service.

**B.** Either party may change the address to which notice or payment is to be sent by written notice to the other in accordance with the provisions of this paragraph.

**"SCHEDULE A"**

**LICENSED INTELLECTUAL PROPERTY**

The following Licensed Intellectual Property forms part of this Agreement. A Licensee under any and all intellectual property rights and interests therein, including by way of explanation, products which deal with together with any and all products, which comprise and which will comprise those characters, likenesses, membership lists, clubs, materials, papers, photocopies, logos, trademarks, service marks, clothing, merchandise, educational materials, products, marketing and promotional data and tools, packaging and advertising, modification, updates and variations, and all other items associated therewith whether in singular or plural:

**LICENSED TRADEMARKS**

The following Licensed Trademarks form part of this Agreement: (i) "The Googles" (word and design) Trademarks in International Class Code (016) of the U.S.P.T.O. and the co-extensive Trademarks Agreement with Giza, Inc. of Canada in International Class Code (028) of the U.S.P.T.O. which is herein attached and made a part of this "Schedule A" document, (ii) "Google", (iii) "legit", (iv) "Oogle", (v) "GooGle", (vi) "Pinnat Goo", (vii) "GooGle", (viii) "GooTrends", (ix) "GooStuff", (x) "GooKids", (xi) "GooStore" and (xii) any other trademarks, whether registered, pending or future or common law, used in connection with the Licensed Property, including a, but not limited to, any trademark incorporating the phrase "Goo" and its derivative in existence.

**LICENSED PRODUCTS**

The following Licensed Products form part of this Agreement: all products which comprise the characters, stories, ideas, concepts, or designs of the Licensed Property, including without limitation, stuffed toy characters, figurines, videos, stickers, shirts or other clothing items, slides, movies, cartoons, books (comic and picture), all other forms of communication and publication, programs, computer Web sites, membership lists and clubs, and any other products.

**DERIVATIVES**

A Derivative as defined in this agreement shall mean a product or service that is utilized by the LICENSEE and developed by a party other than the LICENSOR but is used in conjunction with licensed products, services and its services. It can be a product or service produced by the LICENSEE or a third party (franchise, sub-licensee, etc.) that in its use enhances the value of the Google Universe but does not have a coefficient with an already existing Google product idea or concept as outlined in this agreement. It may not contain the "Googles" or "Goo" in its name and would therefore fall under the LICENSOR'S exclusive ownership as defined in the amended agreement but can be used in conjunction with the "Goo" Universe by the LICENSEE.

**TERRITORY**

The following countries shall constitute the Territory: Global/Worldwide rights.

**TERM**

This Agreement shall commence on the date executed below by both parties and shall be for a thirty (30) year term. This Agreement shall automatically renew for one additional ten (10) year term on the same terms and conditions provided for herein ("Renewal Term"). Upon expiration of the first Renewal Term of ten (10) years, this Agreement shall automatically renew for a second ten (10) year extended Term on the

Kaplan & Blonsky, PA  
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-----Original Message-----  
From: GAIL A MCQUILKIN [mailto:GAM@ktlaw.com]  
Sent: Wednesday, March 02, 2005 4:43 PM  
To: Kevin C. Kaplan  
Subject: Googles

Kevin -

Here are the issues we need to resolve under the settlement agreement:

1. Silvers is owed two checks for \$5000 each for Feb and March. The checks going forward need to be to me by the 1st of the month.
2. Attached is the chart showing payments made by Silvers on his insurance premiums during the life of the consulting agreement. The only two payments Stelcor is not to reimburse him for are Dec 2004 and Jan 2005. Under the settlement he is to be reimbursed starting Feb. 1. He is now owed for March 2005 too. By my calculation the total it comes to \$5,141.96.
3. Health insurance termination. This is very critical to Silvers so that he can continue with health care coverage. Silvers is trying to convert to an individual plan through NHP, Aurora's insurance company. That will reduce the premiums by a couple hundred dollars a month. But to do that Aurora needs to send to Neighborhood Health Partnership on Aurora official letter head, addressed to "Premium Services" informing them that April 1, 2005, Aurora will no longer be offering health insurance benefits to "ANY" of their employees, and that they have informed Steven A. Silvers of this event and that he has 63 days within which to secure a non-group conversion policy. This really needs to get done asap for everyone's benefit.
4. Silvers is owed for domain name registration renewals. He submitted the receipts for these to Stelcor already for \$318.00.
5. Options. Under the consulting agreement Silvers was entitled to 1,000 options for Stelcor stock under Stelcor stock option plan, and

Exhibit BB



another 1,000 if anyone's available options increase. Before the settlement, Stelor sent Silvers an option agreement that provided only for 1000 options that would vest over time. As part of the settlement Stelor was to provide written confirmation that no additional options have been granted.

- 6. Stelor needs to confirm in writing that no royalty payments to Silvers are outstanding and thus no royalty statements are due.
- 7. Audit. We need a date for the auditor to go to Stelor. As we discussed, the sooner the better, and we can work on how we will use him to benefit our negotiations with Inc.
- 8. Stelor needs to provide us with samples of all products they are offering for sale.
- 9. Stelor needs to provide proof that all trademark applications and registrations and domain names with the "GOO" prefix or identified as Googles IP in the License Agreement show Silvers as the owner.

One of the things Silvers needed to do was to change the correspondent on all trademark registrations to Larry Hefter. We did that and I have informed Larry of that.

Yano and I discussed the issue of the domain name password. Under the agreement Silvers agreed to give Stelor as the Admin contact the ability to control the DNS records (to select and change the server). We learned from Godaddy that it cannot do that so it is impossible to do. Yano and I agreed that if Stelor needs to change the server for the domain name, they will call me and I will have the records changed and that will satisfy this.

REDACTED

Talk to you soon.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kttlaw.com

file:///C:/Documents%20and%20Settings/Administrator/Local%20Settings/Temp/3W/1/0000 5/8/2005

Exhibit CC

From: "Kevin C. Kaplan" <kkaplan@bwskb.com>  
To: <GAM@kttlaw.com>  
Date: 3/5/2005 10:17:04 AM  
Subject: Googles

Gail,

I have the following information in response to your recent email.

- 1. I understand you received the checks.
- 2. Stelor finds the chart confusing. Please just provide us with receipts or proof of the actual payments, and Stelor will provide the reimbursement.
- 3. Stelor is just trying to work through the pending issues with Aurora, and is committed to taking care of this issue expeditiously. Please allow Stelor a few more days to do so.
- 4. Stelor has no record of receiving the receipts. Please provide us with copies, and Stelor will provide the reimbursement.
- 5. Stelor will confirm in writing that no one's available options have increased.
- 6. Stelor will provide written confirmation.
- 7. Stelor will provide a date prior to March 15, 2005.
- 8. There are no such samples, as Stelor is not yet offering any product for sale.
- 9. Stelor will provide proof regarding the applications, registrations and names.
- 10. By the same token, Stelor requires proof that Silvers changed the correspondent information. As of my last conversation with Larry Hefter, he was unaware that had been done. Please provide us with this proof as soon as possible.

I appreciate your view on providing information to Bridges. I will get back to you on that quickly.

Kevin

Kevin C. Kaplan, Esq.  
Burlington, Well, Schwiep,  
Kaplan & Blonsky, PA  
2899 S. Bayshore Drive, Penthouse  
Miami, Florida 33133  
Tel: (305) 858-2800  
Fax: (305) 858-5281  
kkaplan@bwskb.com

Exhibit DD

GAIL A MCQUILKIN - Re: Googles

From: GAIL A MCQUILKIN  
To: Kevin C. Kaplan  
Date: 3/5/2005 11:12 AM  
Subject: Re: Googles

Kevin -

REDACTED

He is giving them three business

days to get into compliance.

1. I understand you received the checks. Yes we did.
2. Stelor finds the chart confusing. Please just provide us with receipts or proof of the actual payments, and Stelor will provide the reimbursement. There is nothing in the least bit confusing about the chart. Stelor has three days to get us the check. FYI - putting aside the amounts paid thru Nov that Silvers is to be reimbursed for, the settlement was signed in Jan and Stelor was to provide us up front payment for Feb (which they did not) and March (which they did not).
3. Stelor is just trying to work through the pending issues with Aurora, and is committed to taking care of this issue expeditiously. Please allow Stelor a few more days to do so. They have three days.
4. Stelor has no record of receiving the receipts. Please provide us with copies, and Stelor will provide the reimbursement. He has provided these three times already. They have three days to pay.
5. Stelor will confirm in writing that no one's available options have increased. Make it under oath, notarized, under penalty of perjury.
6. Stelor will provide written confirmation. Make it under oath, notarized and under penalty of perjury.
7. Stelor will provide a date prior to March 15, 2005. Three days to give us a date.
8. There are no such samples, as Stelor is not yet offering any product for sale. Make it under oath, notarized, and under penalty of perjury.
9. Stelor will provide proof regarding the applications, registrations and names. They have three days.
10. By the same token, Stelor requires proof that Silvers changed the correspondent information. As of my last conversation with Larry Hefter, he was unaware that had been done. Please provide us with this proof as soon as possible. There is nothing in the agreement that obligates us to do this, and everything was changed electronically so there is nothing to provide. Stelor knows how to go online to the USPTO office to view the changes. It will take all of ten minutes to do this. I talked to Larry and showed him the e-mail I had sent him, and he knows about the changes.

REDACTED

file:///C:/Documents%20and%20Settings/Administrator/Local%20Settings/Temp/GW/0000... 3/9/2005

Exhibit EE

CERTIFICATION

Pursuant to the January 28, 2004 Settlement Agreement between and among Stelor Productions, Inc. ("Stelor") and Steven Silvers, Stelor hereby certifies as follows:

1. Stelor has not increased the amount of the stock options created under the original stock option plan.
2. No royalty payments from Stelor to Mr. Silvers are owed or outstanding as of December 31, 2004.
3. Stelor does not presently offer any products for sale except the music available on itunes.

I declare under penalty of perjury that the foregoing statements are true and correct.

3-8-05  
Date

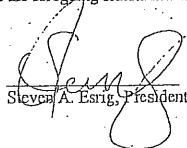
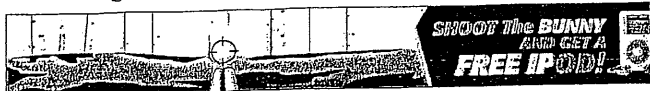
  
Steven A. Esrig, President

Exhibit FF

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Page: 1

1. Baby Genius: Best of... The IQ Bulldier! - Baby Genius
Artist: Baby Genius
Album: Baby Genius: Best of... The IQ Bulldier!
Copyright: 2004
Released Date: 02 December 2004
Published Date: Sat, 29 Jan 2005 10:14:28 -800

2. Classical Vitamins - Baby Genius
Artist: Baby Genius
Album: Classical Vitamins
Copyright: 2004
Released Date: 02 December 2004
Published Date: Sat, 29 Jan 2005 10:14:28 -800

3. One GooWorld - The Googles from Goo
Artist: The Googles from Goo
Album: One GooWorld
Copyright: 2004 Stelar Productions
Released Date: 05 July 2004
Published Date: Sat, 29 Jan 2005 10:14:28 -800

4. Kidz Bop Christmas - Kidz Bop Kids
Artist: Kidz Bop Kids
Album: Kidz Bop Christmas
Copyright: 2003 Razor & Tie
Released Date: 2002

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Published Date: Sat, 29 Jan 2005 10:14:28 -800

5. Smart Play With Classical - Heidi Brende
Artist: Heidi Brende
Album: Smart Play With Classical
Copyright: 2004
Released Date: 02 December 2004
Published Date: Sat, 29 Jan 2005 10:14:28 -800

6. TRAVEL SONG SING ALONGS - Kevin Roth
Artist: Kevin Roth
Album: TRAVEL SONG SING ALONGS
Copyright: 2004 STAR GAZER PRODUCTIONS
Released Date: 26 February 2004
Published Date: Sat, 29 Jan 2005 10:14:28 -800

For Our Children Various Artists
New \$13.99
Used \$6.99

Papa's Dream Las Vegas With Lolo Queiroz
New \$11.99
Used \$7.99

Star Angels Various Artists
New \$13.99
Used \$6.99

Classical Music for Children Johann Sebastian Bach

Smart Play With Classical - Heidi Brende
Artist: Heidi Brende
Album: Smart Play With Classical
Copyright: 2004
Released Date: 02 December 2004
Published Date: Sat, 29 Jan 2005 10:14:28 -800

TRAVEL SONG SING ALONGS by Kevin Roth
Artist: Kevin Roth
Album: TRAVEL SONG SING ALONGS
Copyright: 2004 STAR GAZER PRODUCTIONS
Released Date: 26 February 2004
Published Date: Sat, 29 Jan 2005 10:14:28 -800

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21. Being Jewish Is Fun by Judy Caplan Ginsburgh
Artist: Judy Caplan Ginsburgh
Album: Havdalah Pejama
Copyright: 2000 Judy Caplan Ginsburgh
Released Date: 26 July 2000
Published Date: Sat, 29 Jan 2005 03:39:19 -800

22. The Cuckoo Waltz - Verne Langdon
Artist: Verne Langdon
Album: Circus Clown Calliope/Circus Clown Calliope, Vol.2
Copyright: 1999 Electric Lemon
Released Date: 26 October 1999
Published Date: Sat, 29 Jan 2005 03:39:19 -800

23. The Lion and the Mouse - Michael Mish
Artist: Michael Mish
Album: Aesop's Fables
Copyright: 2003 MishMishMusic
Released Date: 05 June 2003
Published Date: Sat, 29 Jan 2005 03:39:19 -800

24. Frosty the Snowman - Kidz Bop Kids
Artist: Kidz Bop Kids
Album: Frosty the Snowman by Kidz Bop Kids from the album Kidz Bop Christmas

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Jennifer Lopez
Britney Spear

5/17/2005



Artist: Kidz Bop Kids
Album: Kidz Bop Christmas
Copyright: 2003 Razor & Tie
Released Date: 2002
Published Date: Sat, 29 Jan 2005 03:39:19 -800

Circus Music from the Best of Moxie Circus Band
New \$7.99

Children Of Eden Stephen Schwartz
New \$26.99

Classical Music for Children Johann Sebastian Bach
New \$3.99
Used \$1.99

Sirithonjao Follows Children Various Artists
New \$10.99

Star Angels Various Artists
New \$13.99
Used \$6.99

25. The Syllable I Stress - Los McCroskey
Artist: Los McCroskey
Album: ¡¿CÁ?mo? Fun, New Songs for Learning Spanish and Loving God
Copyright: 2002 McCroskey Music
Released Date: 12 February 2002
Published Date: Sat, 29 Jan 2005 03:39:19 -800

26. My First Child - Carla Lynne Hall
Artist: Carla Lynne Hall
Album: My First Child CD Single
Copyright: 2004 Moxie Entertainment
Released Date: 18 April 2004
Published Date: Sat, 29 Jan 2005 03:39:19 -800

27. Amy - Celeste Krenz, Linda W. Purdy
Artist: Celeste Krenz, Linda W. Purdy
Album: Pirates & Cowboys, More Songs for You & Me
Copyright: 2003 Mountain Creek Records
Released Date: 05 January 2003
Published Date: Sat, 29 Jan 2005 03:39:19 -800

28. It's Raining, It's Pouring - Rain, Rain, Go Away - David Jacobi - Almee Fischer
Artist: David Jacobi - Almee Fischer
Album: Favorite Nursery Rhymes
Copyright: 2004
Released Date: 02 December 2004
Published Date: Sat, 29 Jan 2005 03:39:19 -800

29. Zoomin' - The Googles from Goo
Artist: The Googles from Goo
Album: One GooWorld
Copyright: 2004 Stelar Productions
Released Date: 05 July 2004

Absolutely Music Download: UK 100 Top Songs in Children's Music 3 page 3 of 3

Published Date: Sat, 29 Jan 2005 03:39:19 -800



**30. Dudley, a Llama With Attitude - Diane White-Crane**

Dudley, a Llama With Attitude by Diane White-Crane from the album Songs for Llama Lovers

Artist: Diane White-Crane  
Album: Songs for Llama Lovers  
Copyright: 2000 Orchard  
Released Date: 07 March 2000  
Published Date: Sat, 29 Jan 2005 03:39:19 -800

Page: 1 2 3 4 5 6 7 8 9 10

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Page 1

1. Baby's Greatest Hits of... The 10 Greatest Baby Songs

2. Classical Variations - Baby's Greatest Hits

3. One GooWorld - The Googles from Goo

4. One GooWorld by The Googles from Goo

5. One GooWorld by The Googles from Goo

6. One GooWorld by The Googles from Goo

STOP PAYING 99¢



**3. One GooWorld - The Googles from Goo**

One GooWorld by The Googles from Goo

Artist: The Googles from Goo  
Album: One GooWorld

Copyright: 2004 Stelcor Productions  
Released Date: 05 July 2004  
Published Date: Sat, 29 Jan 2005 10:14:28 -800

http://www.absolutely.net/music/uk\_top\_songs\_in\_childrens\_music3.html

5/17/2005

Absolutely.net

**UK 100 Top Songs in Children's Music 3**

Artist: David Frank - Anne Easter  
Album: Songs for Llama Lovers  
Copyright: 2000 Orchard  
Released Date: 07 March 2000  
Published Date: Sat, 29 Jan 2005 03:39:19 -800

29. Zoomin' - The Googles from Goo

Zoomin' by The Googles from Goo from the album One GooWorld

Artist: The Googles from Goo  
Album: One GooWorld  
Copyright: 2004 Stelcor Productions  
Released Date: 05 July 2004  
Published Date: Sat, 29 Jan 2005 03:39:19 -800

30. Dudley, a Llama With Attitude - Diane White-Crane

Dudley, a Llama With Attitude by Diane White-Crane from the album Songs for Llama Lovers

Artist: Diane White-Crane  
Album: Songs for Llama Lovers  
Copyright: 2000 Orchard  
Released Date: 07 March 2000  
Published Date: Sat, 29 Jan 2005 03:39:19 -800

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**29. Zoomin' - The Googles from Goo**

Zoomin' by The Googles from Goo from the album One GooWorld

Artist: The Googles from Goo  
Album: One GooWorld

Copyright: 2004 Stelcor Productions  
Released Date: 05 July 2004  
Published Date: Sat, 29 Jan 2005 03:39:19 -800

Exhibit GG

GAIL A MCQUILKIN - Kevin -

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 3/9/2005 6:15 PM  
Subject: Kevin -

Kevin -

copy of pages from [www.absolutely.net](http://www.absolutely.net) that shows that the Googles CD is ranked by nation as the most popular downloaded childrens CD, offered for sale (despite Esrig's sworn statement of no products offered for sale, go to [www.cafeexpress.com/googles](http://www.cafeexpress.com/googles))

Let's talk tomorrow.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3500 fax  
[gam@kttlaw.com](mailto:gam@kttlaw.com)

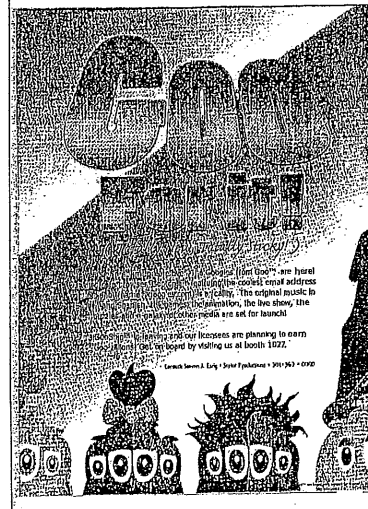
Exhibit HH

file:///C:/Documents%20and%20Settings/Administrator/Desktop/CD%20Settlement/CD%20Settlement/3/9/2005 6:14:00am

GAIL A MCQUILKIN - the ad that appeared in the pre-show publication Page 1

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 3/23/2005 1:43:23 PM  
Subject: the ad that appeared in the pre-show publication

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
[gam@kttlaw.com](mailto:gam@kttlaw.com)



GAIL A MCQUILKIN - here is the record of the helath insurance payments -

From: GAIL A MCQUILKIN  
 To: Yano Rubinsteln  
 Date: 2/15/2005 1:44 PM  
 Subject: here is the record of the helath Insurance payments -

deduct the Dec and Jan payments because they do not apply. Stelor needs to pay Steve for Feb forward.

Call me when you can.

Gail A. McQuilkin, Esq.  
 Kozyak Troplin & Throckmorton, PA  
 2525 Ponce de Leon  
 Coral Gables, FL 33134  
 (305) 372-1800 office  
 (305) 372-3508 fax  
 garm@kttlaw.com

# Exhibit II

file://C:\Documents%20and%20Settings\Administrator\Local%20Settings\Temp\GW\000... 6/14/2005

The Aurora Collection Inc  
 RE: Insurance Premiums - Neighborhood Health Partnership  
 Paid by: Steven A Silvers

| Month/Year        | Date Rec'd   | Check No./Reference | Amount Paid |
|-------------------|--------------|---------------------|-------------|
| April 2003        | April/2003   | Per Bank Statement  | \$144.07    |
| May 2003          | May/2003     | Per Bank Statement  | \$144.07    |
| June 2003         | June/2003    | Per Bank Statement  | \$144.07    |
| July 2003         | July/2003    | Per Bank Statement  | \$144.07    |
| Aug 2003          | Aug 01/2003  | Per Bank Statement  | \$288.14    |
| Sept 2003         |              |                     |             |
| Oct 2003          | Oct 09/2003  | Bank Ck#67030727    | \$432.21    |
| Nov 2003          |              |                     |             |
| Dec 2003          |              |                     |             |
| Jan 2004          | Jan 07/2004  | Per Bank Statement  | \$144.07    |
| Feb 2004          | Feb 10/2004  | Per Bank Statement  | \$144.07    |
| Mar 2004          | Mar 09/2004  | Per Bank Statement  | \$144.07    |
| Apr 2004          | Apr 06/2004  | Per Bank Statement  | \$275.00    |
| May 2004          | May 06/2004  | Per Bank Statement  | \$275.00    |
| June 2004         | June 04/2004 | Per Bank Statement  | \$275.00    |
| July 2004         | July 04/2004 | Per Bank Statement  | \$275.00    |
| Aug 2004          | Aug 05/2004  | Per Bank Statement  | \$275.00    |
| Sept 2004         | Sept 01/2004 | Per Bank Statement  | \$275.71    |
| April thru August | Sept 01/2004 | Per Bank Statement  | \$ 3.55     |
| Oct 2004          | Sept 30/2004 | Per Bank Statement  | \$275.71    |
| Nov 2004          | Nov 03/2004  | Per Bank Statement  | \$275.71    |
| Dec 2004          | Nov 29/2004  | Per Bank Statement  | \$603.72    |
| Jan 2005          | Dec 20/2004  | Ck# 1034            | \$603.72    |
| Feb 2005          | Jan 20/2005  | Ck# 1037            | \$603.72    |
| TOTAL             |              |                     | \$5,745.68  |

# Exhibit JJ

GAIL A MCQUILKIN - RE: stuff

From: GAIL A MCQUILKIN  
To: Yano Rubinstein  
Date: 2/22/2005 1:53 PM  
Subject: RE: stuff

make it around 5:30, I have a conference call at 5. Thanks.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@ktlaw.com

>>> "Yano Rubinstein" <yano@sumrub.com> 2/22/2005 12:37:45 PM >>>  
OK, I will call you around 5 PM your time.

From: GAIL A MCQUILKIN [mailto:GAM@ktlaw.com]  
Sent: Tuesday, February 22, 2005 8:28 AM  
To: yano@sumrub.com  
Subject: stuff

Yano -

I have not heard back from Esrig and I need to get answers to some things. Can you run interference?

1. Confirm that we are getting a check for these at the end of this month

Feb and March payment  
reimbursement for the insurance premiums  
reimbursement for the domain name renewals

2. A date to go there next week (I really need to get this scheduled asap).

3. What information we are sending to Bridges now

4. Need a letter from Aurora terminating Steve's coverage so he can convert to an individual plan under NHP. The wording on this needs to be careful so we need to discuss.

Can you find this out and then call me later today. Thanks.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@ktlaw.com

file:///C:/Documents%20and%20Settings/Administrator/Local%20Settings/Temp/GW/000... 6/14/2005

Exhibit KK

GAIL A MCQUILKIN - Googles

Page 2

CONFIDENTIALITY NOTE: This electronic message transmission contains information from the law firm of Aragon, Burlington, Weil, Schwiap, Kaplan & Blonsky, PA, which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, please immediately delete this e-mail and be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited.

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

From: GAIL A MCQUILKIN [mailto:GAM@ktlaw.com]  
Sent: Wednesday, March 02, 2005 4:43 PM  
To: Kevin C. Kaplan  
Subject: Googles

Kevin -

Here are the issues we need to resolve under the settlement agreement:

1. Silvers is owed two checks for \$5000 each for Feb and March. The checks going forward need to be to me by the 1st of the month.

2. Attached is the chart showing payments made by Silvers on his insurance premiums during the life of the consulting agreement. The only two payments Stelor is not to reimburse him for are Dec 2004 and Jan 2005. Under the settlement he is to be reimbursed starting Feb. 1. He is now owed for March 2005 too. By my calculation the total it comes to \$5,141.86.

3. Health insurance termination. This is very critical to Silvers so that he can continue with health care coverage. Silvers is trying to convert to an individual plan through NHP, Aurora's insurance company. That will reduce the premiums by a couple hundred dollars a month. But to do that Aurora needs to send to Neighborhood Health Partnership on Aurora official letter head, addressed to "Premium Services" informing them that April 1, 2005, Aurora will no longer be offering health insurance benefits to "ANY" of their employees, and that they have informed Steven A. Silvers of this event and that he has 63 days within which to secure a non-group conversion policy. This really needs to get done asap for everyone's benefit.

4. Silvers is owed for domain name registration renewals. He submitted the receipts for these to Stelor already for \$318.00.

5. Options. Under the consulting agreement Silvers was entitled to 1,000 options for Stelor stock under Stelor stock option plan, and another 1,000 if anyone's available options increase. Before the settlement, Stelor sent Silvers an option agreement that provided only for 1000 options that would vest over time. As part of the settlement Stelor was to provide written confirmation that no additional options have been granted.

6. Stelor needs to confirm in writing that no royalty payments to Silvers are outstanding and thus no royalty statements are due.

7. Audit. We need a date for the auditor to go to Stelor. As we discussed, the sooner the better, and we can work on how we will use him to benefit our negotiations with Inc.

8. Stelor needs to provide us with samples of all products they are offering for sale.

9. Stelor needs to provide proof that all trademark applications and registrations and domain names with the "GOOD" prefix or identified as Googles IP in the License Agreement show Silvers as the owner.

One of the things Silvers needed to do was to change the correspondent on all trademark registrations to Larry Hester. We did that and I have informed Larry of that.

Yano and I discussed the issue of the domain name password. Under the agreement Silvers agreed to give Stelor as the Admin contact the ability to control the DNS records (to select and change the server). We learned from Godaddy that it cannot do that so it is impossible to do. Yano and I agreed that if Stelor needs to change the server for the domain name, they will call me and I will have the records changed and that will satisfy this.

REDACTED

Talk to you soon.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@ktlaw.com

GAIL A MCQUILKIN - Googles

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 3/3/2005 1:40 PM  
Subject: Googles

Kevin -

No checks arrived today. Can you find out what is going on. Thanks.

Gail,

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kttlaw.com

Exhibit LL

file://C:\Documents%20and%20Settings\Administrator\Local%20Settings\Temp\GW\000... 6/14/2005

GAIL A MCQUILKIN - Googles

From: "Kevin C. Kaplan" <kkaplan@bwskb.com>  
To: <GAM@kttlaw.com>  
Date: 3/5/2005 10:17:04 AM  
Subject: Googles

Gail,

I have the following information in response to your recent email.

1. I understand you received the checks.
2. Stelor finds the chart confusing. Please just provide us with receipts or proof of the actual payments, and Stelor will provide the reimbursement.
3. Stelor is just trying to work through the pending issues with Aurora, and is committed to taking care of this issue expeditiously. Please allow Stelor a few more days to do so.
4. Stelor has no record of receiving the receipts. Please provide us with copies, and Stelor will provide the reimbursement.
5. Stelor will confirm in writing that no one's available options have increased.
6. Stelor will provide written confirmation.
7. Stelor will provide a date prior to March 15, 2005.
8. There are no such samples, as Stelor is not yet offering any product for sale.
9. Stelor will provide proof regarding the applications, registrations and names.
10. By the same token, Stelor requires proof that Silvers changed the correspondent information. As of my last conversation with Larry Heltzer, he was unaware that had been done. Please provide us with this proof as soon as possible.

I appreciate your view on providing information to Bridges. I will get back to you on that quickly.

Kevin

.....  
Kevin C. Kaplan, Esq.  
Burlington, Well, Schwisp,  
Kaplan & Blonsky, PA  
2699 S. Bayshore Drive, Penthouse  
Miami, Florida 33133  
Tel: (305) 858-2900  
Fax: (305) 858-5261  
kkaplan@bwskb.com  
.....

Exhibit MM



Exhibit NN

GAIL A MCQUILKIN - Re: Googles

From: GAIL A MCQUILKIN  
To: Kevin C. Kaplan  
Date: 3/5/2005 11:12 AM  
Subject: Re: Googles

Kevin -

REDACTED

He is giving them three business

days to get into compliance.

1. I understand you received the checks. Yes we did.
2. Stelor finds the chart confusing. Please just provide us with receipts or proof of the actual payments, and Stelor will provide the reimbursement. There is nothing in the least bit confusing about the chart. Stelor has three days to get us the check. FYI - putting aside the amounts paid thru Nov that Silvers is to be reimbursed for, the settlement was signed in Jan and Stelor was to provide us up front payment for Feb (which they did not) and March (which they did not).
3. Stelor is just trying to work through the pending issues with Aurora, and is committed to taking care of this issue expeditiously. Please allow Stelor a few more days to do so. They have three days.
4. Stelor has no record of receiving the receipts. Please provide us with copies, and Stelor will provide the reimbursement. He has provided these three times already. They have three days to pay.
5. Stelor will confirm in writing that no one's available options have increased. Make it under oath, notarized, under penalty of perjury.
6. Stelor will provide written confirmation. Make it under oath, notarized and under penalty of perjury.
7. Stelor will provide a date prior to March 15, 2005. Three days to give us a date.
8. There are no such samples, as Stelor is not yet offering any product for sale. Make it under oath, notarized, and under penalty of perjury.
9. Stelor will provide proof regarding the applications, registrations and names. They have three days.
10. By the same token, Stelor requires proof that Silvers changed the correspondent information. As of my last conversation with Larry Hefter, he was unaware that had been done. Please provide us with this proof as soon as possible. There is nothing in the agreement that obligates us to do this, and everything was changed electronically so there is nothing to provide. Stelor knows how to go online to the USPTO office to view the changes. It will take all of ten minutes to do this. I talked to Larry and showed him the e-mail I had sent him, and he knows about the changes.

REDACTED

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Page 1 of 1

Exhibit OO

GAIL A MCQUILKIN - letter from Blumquist

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 4/1/2005 5:13 PM  
Subject: letter from Blumquist

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gsm@kttlaw.com

file://C:\Documents%20and%20Settings\Administrator\Local%20Settings\Temp\GW10000... 6/14/2005

THE AURORA COLLECTION INC  
P O Box 260545  
Pembroke Pines, FL 33026

April 01, 2005

Stelor Productions, Inc.  
14701 Mockingbird Drive  
Darnestown, MD 20874

To Whom It May Concern:

RE: Steven A Silvers  
Medical Insurance Issue

On behalf of The Aurora Collection, Inc. and as the Chairman of the Board of this Company, I hereby confirm the fact that as of November 30, 2004, the Company had received from Steven A. Silvers an amount of \$4,538.24.

This amount of \$4,538.24, in addition to those funds received by The Aurora Collection, Inc. from Stelor Productions, Inc., were applied to Mr. Silvers' monthly insurance premiums due Neighborhood Health Partnership.

I trust you will find this information satisfactory to your needs. Should you have any further inquiry regarding this matter, please feel free to contact me directly at (850)443-1022.

Respectfully submitted,

Brian C. Blomquist  
Chairman of the Board

Exhibit PP

Page 2 of 3

Kozyak Troplin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kttlaw.com  
>>> "Kevin C. Kaplan" <kkaplan@bwskb.com> 04/01/05 5:18 PM >>>

Do you have a signed letter?

Kevin C. Kaplan, Esq.

Burlington, Well, Schwiep,

Kaplan & Blonsky, PA

2699 S. Bayshore Drive, Penthouse

Miami, Florida 33133

Tel: (305) 858-2900

Fax: (305) 858-5261

kkaplan@bwskb.com

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From: GAIL A MCQUILKIN [mailto:GAM@kttlaw.com]  
Sent: Friday, April 01, 2005 5:14 PM  
To: Kevin C. Kaplan  
Subject: letter from Blumquist

Gail A. McQuilkin, Esq.  
Kozyak Troplin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office

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Page 2 of 3

From: GAIL A MCQUILKIN [mailto:GAM@kttlaw.com]  
Sent: Friday, April 01, 2005 5:40 PM  
To: Kevin C. Kaplan  
Subject: RE: letter from Blumquist

give me a freakin' break. He e-mailed this to us. He put his telephone number in the letter, call him if you want to verify.

Gail A. McQuilkin, Esq.  
Kozyak Troplin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kttlaw.com  
>>> "Kevin C. Kaplan" <kkaplan@bwskb.com> 04/01/05 5:18 PM >>>

Do you have a signed letter?

Kevin C. Kaplan, Esq.

Burlington, Well, Schwiep,

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Tel: (305) 858-2900

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From: GAIL A MCQUILKIN [mailto:GAM@kttlaw.com]  
Sent: Friday, April 01, 2005 5:14 PM  
To: Kevin C. Kaplan

file://C:\Documents%20and%20Settings\Administrator\Local%20Settings\Temp\GWJ000... 6/14/2005

GAIL A MCQUILKIN - RE: letter from Blumquist

GAIL A MCQUILKIN - RE: letter from Blumquist

From: GAIL A MCQUILKIN  
To: Kevin Kaplan  
Date: 4/1/2005 5:40 PM  
Subject: RE: letter from Blumquist

From: "Kevin C. Kaplan" <kkaplan@bwskb.com>  
To: "GAIL A MCQUILKIN" <GAM@kttlaw.com>  
Date: 4/1/2005 5:44 PM  
Subject: RE: letter from Blumquist

give me a freakin' break. He e-mailed this to us. He put his telephone number in the letter, call him if you want to verify.

Forward me the email from him which includes the letter as an attachment.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kttlaw.com  
>>> "Kevin C. Kaplan" <kkaplan@bwskb.com> 04/01/05 5:18 PM >>>

Kevin C. Kaplan, Esq.  
Burlington, Well, Schwiep,  
Kaplan & Blonsky, PA  
2699 S. Bayshore Drive, Penthouse  
Miami, Florida 33133  
Tel: (305) 858-2800  
Fax: (305) 858-6261  
kkaplan@bwskb.com

Do you have a signed letter?

Kevin C. Kaplan, Esq.  
Burlington, Well, Schwiep,  
Kaplan & Blonsky, PA  
2699 S. Bayshore Drive, Penthouse  
Miami, Florida 33133  
Tel: (305) 858-2800  
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kkaplan@bwskb.com

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From: GAIL A MCQUILKIN [mailto:GAM@kttlaw.com]  
Sent: Friday, April 01, 2005 5:40 PM  
To: Kevin C. Kaplan  
Subject: RE: letter from Blumquist

CONFIDENTIALITY NOTE: This electronic message transmission contains information from the law firm of Burlington, Well, Schwiep, Kaplan & Blonsky, PA, which may be confidential or privileged. The information is intended to be for the use of the individual or entity named above. If you are not the intended recipient, please immediately delete this e-mail and be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited.

give me a freakin' break. He e-mailed this to us. He put his telephone number in the letter, call him if you want to verify.

Gail A. McQuilkin, Esq.

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GAIL A MCQUILKIN - RE: letter from Blumquist

Subject: letter from Blumquist

From: GAIL A MCQUILKIN  
To: Kevin Kaplan  
Date: 4/1/2005 6:02 PM  
Subject: RE: letter from Blumquist

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kttlaw.com

I can't. Call him to verify. He is a nice person.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kttlaw.com

>>> "Kevin C. Kaplan" <kkaplan@bwskb.com> 04/01/05 5:43 PM >>>

Forward me the email from him which includes the letter as an attachment.

Kevin C. Kaplan, Esq.  
Burlington, Well, Schwiep,  
Kaplan & Blonsky, PA  
2699 S. Bayshore Drive, Penthouse  
Miami, Florida 33133  
Tel: (305) 858-2800  
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kkaplan@bwskb.com

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# Exhibit QQ

## GAIL A MCQUILKIN - settlement

From: GAIL A MCQUILKIN  
To: Yano Rubinstein  
Date: 2/3/2005 8:52 AM  
Subject: settlement

Yano -

A few housekeeping items.

1. Who is going to be the correspondent for Stelcor for the trademark registrations - Hefter or you?
2. All payments paid directly to Silvers need to be made out to Silvers Entertainment Group, Inc.
3. How is the insurance premium payments going to be handles? Paid directly to Aurora?
4. It is probably a good idea for me to have a contact person at Stelcor regarding the payments who can call me as well if there are issues or problems. I also need to ask about Silvers 1099 for 2004. Probably a good idea to send it to me.
5. Domain names. There are several "GOO" domain names that Stelcor registered through a registrar different than godaddy.com To create the database for renewals we need to have all the "GOO" related domain names registered at Godaddy. I'm not sure how to make this change. It might be a good idea for me to speak to a person at Stelcor who has responsibility for this. That way I can also informed directly if there are admin issues that need to be addressed by Silvers.
6. We need a date for the auditor to go to Stelcor. We should talk about what we want from the auditor that will help us with Inc.
7. We need to file a joint stipulation of dismissal. I drafted one already and will send it to you under a different e-mail.

Call me later when you have time. I am leaving to go out of town this evening but have my cell.

Gail A. McQuilkin, Esq.  
Kozysk Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kttlaw.com

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# Exhibit RR

## GAIL A MCQUILKIN - to who at stelcor should I send back the check?

From: GAIL A MCQUILKIN  
To: Yano Rubinstein  
Date: 2/7/2005 4:04 PM  
Subject: to who at stelcor should I send back the check?

Gail A. McQuilkin, Esq.  
Kozysk Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
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gam@kttlaw.com

file://C:\Documents%20and%20Settings\Administrator\Local%20Settings\Temp\GW1000... 6/14/2005

GAIL A MCQUILKIN - RE: to who at stelor should I send back the check?

From: "Yano Rubinstein" <yano@sumrub.com>  
To: "GAIL A MCQUILKIN" <GAM@kttlaw.com>  
Date: 2/7/2005 5:22 PM  
Subject: RE: to who at stelor should I send back the check?

Mike Sagan

Yano Rubinstein  
SUMMERS RUBINSTEIN P.C.  
580 California Street  
16th Floor  
San Francisco, CA 94104

tel: 415.439.4816  
fax: 415.651.9853  
cel: 415.819.6817

email: yano@sumrub.com

[www.sumrub.com](http://www.sumrub.com)

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From: GAIL A MCQUILKIN [mailto:GAM@kttlaw.com]  
Sent: Monday, February 07, 2005 1:05 PM  
To: yano@sumrub.com  
Subject: to who at stelor should I send back the check?

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
[gam@kttlaw.com](mailto:gam@kttlaw.com)

file://C:\Documents%20and%20Settings\Administrator\Local%20Settings\Temp\GW\000... 6/14/2005

Exhibit SS

GAIL A MCQUILKIN - stuff

From: GAIL A MCQUILKIN  
To: Yano Rubinstein  
Date: 2/22/2005 11:27 AM  
Subject: stuff

Yano -

I have not heard back from Esrig and I need to get answers to some things. Can you run interference?

1. Confirm that we are getting a check for these at the end of this month

Feb and March payment  
reimbursement for the insurance premiums  
reimbursement for the domain name renewals

2. A date to go there next week (I really need to get this scheduled asap).
3. What information we are sending to Bridges now
4. Need a letter from Aurora terminating Steve's coverage so he can convert to an individual plan under NHP. The wording on this needs to be careful so we need to discuss.

Can you find this out and then call me later today. Thanks.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
[gam@kttlaw.com](mailto:gam@kttlaw.com)

file://C:\Documents%20and%20Settings\Administrator\Local%20Settings\Temp\GW\000... 6/14/2005

Exhibit TT

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 3/2/2005 4:42:32 PM  
Subject: Googles

Kevin -

Here are the issues we need to resolve under the settlement agreement:

1. Silvers is owed two checks for \$5000 each for Feb and March. The checks going forward need to be to me by the 1st of the month.

2. Attached is the chart showing payments made by Silvers on his insurance premiums during the life of the consulting agreement. The only two payments Stelor is not to reimburse him for are Dec 2004 and Jan 2005. Under the settlement he is to be reimbursed starting Feb. 1. He is now owed for March 2005 too. By my calculation the total it comes to \$5,141.96.

3. Health insurance termination. This is very critical to Silvers so that he can continue with health care coverage. Silvers is trying to convert to an individual plan through NHP, Aurora's insurance company. That will reduce the premiums by a couple hundred dollars a month. But to do that Aurora needs to send to Neighborhood Health Partnership on Aurora official letter head, addressed to "Premium Services" informing them that April 1, 2005, Aurora will no longer be offering health insurance benefits to "ANY" of their employees, and that they have informed Steven A. Silvers of this event and that he has 63 days within which to secure a non-group conversion policy. This really needs to get done asap for everyone's benefit.

4. Silvers is owed for domain name registration renewals. He submitted the receipts for these to Stelor already for \$318.00.

5. Options. Under the consulting agreement Silvers was entitled to 1,000 options for Stelor stock under Stelor stock option plan, and another 1,000 if anyone's available options increase. Before the settlement, Stelor sent Silvers an option agreement that provided only for 1000 options that would vest over time. As part of the settlement Stelor was to provide written confirmation that no additional options have been granted.

6. Stelor needs to confirm in writing that no royalty payments to Silvers are outstanding and thus no royalty statements are due.

7. Audit. We need a date for the auditor to go to Stelor. As we discussed, the sooner the better, and we can work on how we will use him to benefit our negotiations with Iac.

8. Stelor needs to provide us with samples of all products they are offering for sale.

9. Stelor needs to provide proof that all trademark applications and registrations and domain names with the "GDO" prefix or identified as Googles IP in the License Agreement show Silvers as the owner.

One of the things Silvers needed to do was to change the correspondent on all trademark registrations to Larry Hefter. We did that and I have informed Larry of that.

Yano and I discussed the issue of the domain name password. Under the agreement Silvers agreed to give Stelor as the Admin contact the ability to control the DNS records (to select and change the server). We learned from Godaddy that it cannot do that so it is impossible to do. Yano and I agreed that if Stelor needs to change the server for the domain name, they will call me and I will have the records changed and that will satisfy this.

REDACTED

REDACTED

Talk to you soon.

Gail A. McQuilkin, Esq.  
Kozyak Troplin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@ktlaw.com

GAIL A MCQUILKIN - i did receive the fed ex this afternoon - problem

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 3/3/2005 3:58 PM  
Subject: I did receive the fed ex this afternoon - problem

we are suppose to receive a check each month for the insurance premium. We did not get the March payment for that. Is Stelor sending that along with the reimbursements for prior premiums? When will we get that? I don't mean to be a pest, its just that we really want to get this all cleaned up so we can focus on the bigger picture. Thanks.

Gail A. McQuilkin, Esq.  
Kozyak Troplin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@ktlaw.com

Exhibit UU

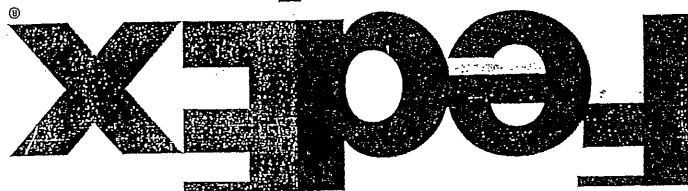
From: GAIL A MCQUILKIN [mailto:GAM@kttlaw.com]  
Sent: Friday, April 01, 2005 5:14 PM  
To: Kevin C. Kaplan  
Subject: letter from Blumquist

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
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gam@kttlaw.com


Exhibit VV

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Exhibit WW



*The World On Time.*



From: Gail A. McQuilkin  
2525 Ponce de Leon  
Coral Gables, FL 33134  
Gail McQuilkin



MAIL STOP

2525 Ponce de Leon  
9th floor  
Coral Gables, FL 33134

33134 -FL-JS XH JDMA

PRIORITY OVERNIGHT  
TRK# 7928 8821 9092 MIA

THE  
DATE  
IS  
SHIPPED

GAIL A MCQUILKIN - information from Stelor

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 4/7/2005 5:01 PM  
Subject: Information from Stelor

Kevin -

Esrig said he would get me a disc with all the presentation stuff. I need it asap so I can work that information into the complaint. Also, remember to get from him samples of confusion evidence. Thanks.

Gail.

Checks????????????????

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@ktlaw.com

Exhibit XX

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Page 1 of 2

GAIL A MCQUILKIN - silvers

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 4/8/2005 10:44 AM  
Subject: silvers

Kevin -

Can you please resolve these pending issues -

Settlement Agreement:

1. Check for reimbursement of health insurance payments
2. Checks for Feb, March and April advance against royalties for health insurance
3. Reimbursement for domain name renewal costs
4. Options

5. All checks are to be made out to Silvers Entertainment Group. The check we received for April was made out to Steven Silvers. Why do we have to keep telling Stelor this?

License Agreement:

1. Royalty statements are due for the 3d and 4th quarter of 2004, and first quarter of 2005.
2. We need to see the Products Liability Insurance has Silvers names as an Insured.
3. We need to see all promotional materials Stelor intends to use.
4. Stelor is suppose to place on all materials the phrase "created by Steven A. Silvers." Stelor persists on placing those words in tiny font and using the phrase "based on a concept created by" rather than "created by" as required. We went through this once before and Stelor agreed to change it, but still they keep doing it.
5. There are still issues relating to the list of trademarks and domain names, but I will address those with Larry Hefter.

I need the materials from Stelor to add to the complaint asap. Esrig said he was going to come here next week. I think that is a good idea because I need to see this presentation, and we need to talk about the upcoming trade show and how to use it to our advantage.

Let me know about all this.

Gail.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134

Exhibit YY

file://C:\Documents%20and%20Settings\Administrator\Local%20Settings\Temp\GW\000... 6/14/2005



From: GAIL A. MCQUILKIN  
To: julie@stelorproductions.com  
Date: 4/9/2005 2:42:34 PM  
Subject: Re: Silvers royalty advance check

→ Not a problem at all. Let me know about the health insurance. Going forward the simplest way to do this is to combine the 5k and 1k amounts into one 6k check. In case you do not know this, these payments are an advance against future royalties. Make sure you are booking these correctly and keeping track of the amounts so that when royalties begin to be paid by Steior they are offset by these amounts. Thanks for your help.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kllaw.com  
>>> "Julie" <julie@stelorproductions.com> 04/09/05 10:17 AM >>>  
Gail,

→ I just got your email at home. I had already left the office for the day yesterday when you sent your email- I can have the check there on Tuesday morning - will that be alright? I'll ask Steve about the health insurance.

Thanks for understanding! You have a great weekend yourself!

Regards,

→ Julie  
----- Original Message -----  
From: "Gail A. McQuilkin, Esq." <gam@kllaw.com>  
To: "Julie DePue" <julie@stelorproductions.com>  
Sent: Friday, April 08, 2005 8:15 PM  
Subject: Re: Silvers royalty advance check

→ No problem, stuff happens. You can send it for Monday delivery. There should also be a check for \$1000 to cover his health care premiums. Ask Steve if you can send that too. Thanks. Have a good weekend.

----- Original Message -----  
From: "Julie DePue" <julie@stelorproductions.com>  
Date: Fri, 08 Apr 2005 17:48:42  
To: <gam@kllaw.com>  
Subject: Silvers royalty advance check

→ Dear Gail,

Steve just told me about the error on Silvers check I am so sorry! Its completely my fault I have been sort of put back into the accountants chair rather abruptly and just went a little too fast through my tasks.

I'd be happy to cut another check and send it Fed Ex Saturday delivery if you want. Please let me know as soon as you can, and where you'd like it sent.

Sorry for the trouble,

Julie DePue  
Steior Productions

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton  
2525 Ponce de Leon, 9th Floor  
Coral Gables, FL 33134  
(305)372-1800 office  
(305)372-3508 fax  
gam@kllaw.com

Exhibit ZZ

Latest threats

Page 1 of 1

GAIL A. MCQUILKIN - Latest threats

From: Steven Esrig <steven@stelorproductions.com>  
To: <gam@kllaw.com>, Marty Jeffery <marty@stelorproductions.com>  
Date: 4/11/2005 6:05 PM  
Subject: Latest threats  
CC: "Kevin C. Kaplan" <kkaplan@bwskb.com>

Gail,

Just got off the phone with Kevin. Do you think we can possibly move beyond the posturing and ridiculous threats and get on to business?-I am willing to go out on a limb in spite of my Board's position regarding adherence to our license and settlement agreement but I am just as willing to run my business and let you finance Mr. Silvers next lawsuit with Steior.  
I am deeply concerned that these silly little turf wars could cost all of us the big picture.  
In other words, do you plan to proceed as a co-counsel or counsel for Steven A. Silvers only. Marty and I look forward to a phone call from you at your earliest convenience.

Steve

→ Ps-you promised us your "work of art" last Friday. We will take care of all Silvers outstanding checks upon receipt of the complaint. I have authorized Kevin to release the checks he is holding to you as well when we receive the draft complaint.

STEVEN A. ESRIK



301.963.0000

# Exhibit AAA

GAIL A MCQUILKIN - here is the record of the health insurance payments -

From: GAIL A MCQUILKIN  
 To: Yano Rubinstein  
 Date: 2/15/2005 1:44 PM  
 Subject: here is the record of the health insurance payments -

deduct the Dec and Jan payments because they do not apply. Stelor needs to pay Steve for Feb forward.

Call me when you can.

Gail A. McQuilkin, Esq.  
 Kozyak Troplin & Throckmorton, PA  
 2525 Ponce de Leon  
 Coral Gables, FL 33134  
 (305) 372-1800 office  
 (305) 372-3508 fax  
[gam@litlaw.com](mailto:gam@litlaw.com)

FLSD Case No. 05-2006-199-20 Filed 11/29/06 Entered 11/29/06 14:00:00 Page 26 of 33

The Aurora Collection Inc  
 RE: Insurance Premiums -- Neighborhood Health Partnership  
 Paid by: Steven A Silvers

| Month/Year        | Date Rec'd   | Check No./Reference | Amount Paid |
|-------------------|--------------|---------------------|-------------|
| April 2003        | April/2003   | Per Bank Statement  | \$144.07    |
| May 2003          | May/2003     | Per Bank Statement  | \$144.07    |
| June 2003         | June/2003    | Per Bank Statement  | \$144.07    |
| July 2003         | July/2003    | Per Bank Statement  | \$144.07    |
| Aug 2003          | Aug 01/2003  | Per Bank Statement  | \$288.14    |
| Sept 2003         |              |                     |             |
| Oct 2003          | Oct 09/2003  | Bank Ck#67030727    | \$432.21    |
| Nov 2003          |              |                     |             |
| Dec 2003          |              |                     |             |
| Jan 2004          | Jan 07/2004  | Per Bank Statement  | \$144.07    |
| Feb 2004          | Feb 10/2004  | Per Bank Statement  | \$144.07    |
| Mar 2004          | Mar 09/2004  | Per Bank Statement  | \$144.07    |
| Apr 2004          | Apr 06/2004  | Per Bank Statement  | \$275.00    |
| May 2004          | May 06/2004  | Per Bank Statement  | \$275.00    |
| June 2004         | June 04/2004 | Per Bank Statement  | \$275.00    |
| July 2004         | July 04/2004 | Per Bank Statement  | \$275.00    |
| Aug 2004          | Aug 05/2004  | Per Bank Statement  | \$275.00    |
| Sept 2004         | Sept 01/2004 | Per Bank Statement  | \$275.71    |
| April thru August | Sept 01/2004 | Per Bank Statement  | \$ 3.55     |
| Oct 2004          | Sept 30/2004 | Per Bank Statement  | \$275.71    |
| Nov 2004          | Nov 03/2004  | Per Bank Statement  | \$275.71    |
| Dec 2004          | Nov 29/2004  | Per Bank Statement  | \$603.72    |
| Jan 2005          | Dec 20/2004  | Ck# 1034            | \$603.72    |
| Feb 2005          | Jan 20/2005  | Ck# 1037            | \$603.72    |
| TOTAL             |              |                     | \$5,745.68  |

# Exhibit BBB

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Original Message

From: GAIL A MCQUILKIN [mailto:GAM@ktlaw.com]  
Sent: Wednesday, March 02, 2005 4:43 PM  
To: Kevin C. Kaplan  
Subject: Goggles

Kevin -

Here are the issues we need to resolve under the settlement agreement

1. Silvers is owed two checks for \$5000 each for Feb and March. The checks going forward need to be rre by the 1st of the month.

2. Attached is the chart showing payments made by Silvers on his insurance premiums during the life of the consulting agreement. The only two payments Stelor is not to reimburse him for are Dec 2004 and Jan 2005. Under the settlement he is to be reimbursed starting Feb. 1. He is now owed for March 2005 too. By my calculation the total it comes to \$5,141.95.

3. Health insurance termination. This is very critical to Silvers so that he can continue with health care coverage. Silvers is trying to convert to an individual plan through NHP, Aurora's insurance company. That will reduce the premiums by a couple hundred dollars a month. But to do that Aurora needs to send to Neighborhood Health Partnership on Aurora official letter head, addressed to "Premium Services" informing them that April 1, 2005, Aurora will no longer be offering health insurance benefits to "ANY" of their employees, and that they have informed Steven A. Silvers of this event and that he has 63 days within which to secure a non-group conversion policy. This really needs to get done asap for everyone's benefit.

4. Silvers is owed for domain name registration renewals. He submitted the receipts for these to Stelor already for \$318.00.

5. Options. Under the consulting agreement Silvers was entitled to 1,000 options for Stelor stock under Stelor stock option plan, and another 1,000 if anyone's available options increase. Before the settlement, Stelor sent Silvers an option agreement that provided only for 1000 options that would vest over time. As part of the settlement Stelor was to provide written confirmation that no additional options have been granted.

6. Stelor needs to confirm in writing that no royalty payments to Silvers are outstanding and thus no royalty statements are due.

7. Audit. We need a date for the auditor to go to Stelor. As we discussed, the sooner the better, and we can work on how we will use him to benefit our negotiations with Inc.

8. Stelor needs to provide us with samples of all products they are offering for sale.

9. Stelor needs to provide proof that all trademark applications and registrations and domain names with the "GOO" prefix or identified as Goggles IP in the License Agreement show Silvers as the owner.

One of the things Silvers needed to do was to change the correspondent on all trademark registrations to Larry Hefter. We did that and I have informed Larry of that.

Yano and I discussed the issue of the domain name password. Under the agreement Silvers agreed to give Stelor as the Admin contact the ability to control the DNS records (to select and change the server). We learned from Godaddy that it cannot do that so it is impossible to do. Yano and I agreed that if Stelor needs to change the server for the domain name, they will call me and I will have the records changed and that will satisfy this.

REDACTED

Talk to you soon.

Gail A. McQuilkin, Esq.  
Kozyak Troph & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@ktlaw.com

Exhibit CCC

GAIL A MCQUILKIN - Goggles

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 3/3/2005 1:40 PM  
Subject: Goggles

Kevin -

No checks arrived today. Can you find out what is going on. Thanks.

Gail.

Gail A. McQuilkin, Esq.  
Kozyak Troph & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@ktlaw.com

# Exhibit DDD

GAIL A MCQUILKIN - Re: Googles

From: GAIL A MCQUILKIN  
To: Kevin C. Kaplan  
Date: 3/5/2005 11:12 AM  
Subject: Re: Googles

Kevin -

REDACTED

He is giving them three business

days to get into compliance.

1. I understand you received the checks. Yes we did.
2. Stelor finds the chart confusing. Please just provide us with receipts or proof of the actual payments, and Stelor will provide the reimbursement. There is nothing in the least bit confusing about the chart. Stelor has three days to get us the check. FYI - putting aside the amounts paid thru Nov that Silvers is to be reimbursed for, the settlement was signed in Jan and Stelor was to provide us up front payment for Feb (which they did not) and March (which they did not).
3. Stelor is just trying to work through the pending issues with Aurora, and is committed to taking care of this issue expeditiously. Please allow Stelor a few more days to do so. They have three days.
4. Stelor has no record of receiving the receipts. Please provide us with copies, and Stelor will provide the reimbursement. He has provided these three times already. They have three days to pay.
5. Stelor will confirm in writing that no one's available options have increased. Make it under oath, notarized, under penalty of perjury.
6. Stelor will provide written confirmation. Make it under oath, notarized and under penalty of perjury.
7. Stelor will provide a date prior to March 15, 2005. ~~Three days to give us a date.~~
8. There are no such samples, as Stelor is not yet offering any product for sale. Make it under oath, notarized, and under penalty of perjury.
9. Stelor will provide proof regarding the applications, registrations and names. They have three days.
10. By the same token, Stelor requires proof that Silvers changed the correspondent information. As of my last conversation with Larry Hefter, he was unaware that had been done. Please provide us with this proof as soon as possible. There is nothing in the agreement that obligates us to do this, and everything was changed electronically so there is nothing to provide. Stelor knows how to go online to the USPTO office to view the changes. It will take all of ten minutes to do this. I talked to Larry and showed him the e-mail I had sent him, and he knows about the changes.

REDACTED

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Page 1 of 1

GAIL A MCQUILKIN - Silvers declaration

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 4/5/2005 5:17 PM  
Subject: Silvers declaration

Kevin -

Can we now get the checks you are holding. The attachment to the declaration is the chart you already have. Thanks.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kttlaw.com

# Exhibit EEE

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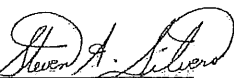
DECLARATION

Exhibit FFF

I, Steven A. Silvers, declare and state under the penalty of perjury, that:

1. I paid to Aurora Collections, Inc. the amounts reflected in the attached chart to cover the costs of insurance premiums through November 30, 2004.
2. I require \$1000 per month to cover the costs of my health insurance coverage which should be considered an advance against future royalties per the Settlement Agreement.

Dated: April 5, 2005

Executed by:   
 Steven A. Silvers

GAIL A MCQUILKIN - information from Stelor

---

From: GAIL A MCQUILKIN  
 To: kkaplan@bwskb.com  
 Date: 4/7/2005 5:01 PM  
 Subject: Information from Stelor

---

Kevin -

Esrig said he would get me a disc with all the presentation stuff. I need it asap so I can work that information into the complaint. Also, remember to get from him samples of confusion evidence. Thanks.

Gail.

→ Checks????????????????????

Gail A. McQuilkin, Esq.  
 Kozyak Tropin & Throckmorton, PA  
 2525 Ponce de Leon  
 Coral Gables, FL 33134  
 (305) 372-1800 office  
 (305) 372-3508 fax  
 garm@kittlaw.com

Exhibit GGG

GAIL A MCQUILKIN - silvers

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 4/8/2005 10:44 AM  
Subject: silvers

Kevin -

Can you please resolve these pending issues -

Settlement Agreement:

1. Check for reimbursement of health insurance payments
2. Checks for Feb, March and April advance against royalties for health insurance
3. Reimbursement for domain name renewal costs
4. Options
5. All checks are to be made out to Silvers Entertainment Group. The check we received for April was made out to Steven Silvers. Why do we have to keep telling Stelor this?

License Agreement:

1. Royalty statements are due for the 3d and 4th quarter of 2004, and first quarter of 2005.
2. We need to see the Products Liability Insurance has Silvers names as an insured.
3. We need to see all promotional materials Stelor intends to use.
4. Stelor is suppose to place on all materials the phrase "created by Steven A. Silvers." Stelor persists on placing those words in tiny font and using the phrase "based on a concept created by" rather than "created by" as required. We went though this once before and Stelor agreed to change it, but still they keep doing it.
5. There are still issues relating to the list of trademarks and domain names, but I will address those with Larry Hefter.

I need the materials from Stelor to add to the complaint asap. Esrig said he was going to come here next week. I think that is a good idea because I need to see this presentation, and we need to talk about the upcoming trade show and how to use it to our advantage.

Let me know about all this.

Gail.

Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134

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Exhibit HHH

GAIL A MCQUILKIN - Latest threats

From: Steven Esrig <steven@stelorproductions.com>  
To: <gam@littlaw.com>, Marty Jeffery <marty@stelnproductions.com>  
Date: 4/11/2005 6:05 PM  
Subject: Latest threats  
CC: "Kevin C. Kaplan" <kkaplan@bwskb.com>

Gail,

Just got off the phone with Kevin. Do you think we can possibly move beyond the posturing and ridiculous threats and get on to business?-I am willing to go out on a limb in spite of my Boards position regarding adherence to our license and settlement agreement but I am just as willing to run my business and let you finance Mr. Silvers next lawsuit with Stelor. I am deeply concerned that these silly little turf wars could cost all of us the big picture. In other words, do you plan to proceed as a co-counsel or counsel for Steven A. Silvers only. Marty and I look forward to a phone call from you at your earliest convenience.

Steve

Ps-you promised us your "work of art" last Friday. We will take care of all Silvers outstanding checks upon receipt of the complaint. I have authorized Kevin to release the checks he is holding to you as well when we receive the draft complaint.

STEVEN A. ESRIG



301.963.0000

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Exhibit III

GAIL A MCQUILKIN - Re: Inc

Page 1 of 1

From: GAIL A MCQUILKIN  
To: kkaplan@bwskb.com  
Date: 4/17/2005 4:37:40 PM  
Subject: Re: Inc

Kevin -

Get the checks. Still down one though, and of course there are the other issues. I am available for a call tomorrow. Do we have the CD or materials from Stelor yet?

Gail A. McQuilkin, Esq.  
Kozyak Troplin & Throckmorton, PA  
2525 Ponce de Leon  
Coral Gables, FL 33134  
(305) 372-1800 office  
(305) 372-3508 fax  
gam@kllaw.com  
>>> "Kevin Kaplan" <kkaplan@bwskb.com> 04/17/05 4:00 PM >>>  
Gail,

I've left you a bunch of messages but haven't heard back. Please confirm you received the checks, and let me know when you're available for a call tomorrow. Steve has some issues to discuss. By the way, for efficiency of our ongoing communications, I have no problem with Steve talking to you directly and authorize you to talk to him directly even if I am unavailable.

Kevin

Kevin C. Kaplan, Esq.  
Burlington, Weil, Schwiep,  
Kaplan & Blonsky, PA  
2699 S. Bayshore Drive, Penthouse  
Miami, Florida 33133  
Tel: (305) 858-2500  
Fax: (305) 858-5261  
kkaplan@bwskb.com

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Sent wirelessly via BlackBerry from T-Mobile.

Exhibit JJJ

LAW OFFICES  
KOZYAK TROPIN & THROCKMORTON, P.A.  
2525 PONCE DE LEON - 9TH FLOOR  
CORAL GABLES, FLORIDA 33134 - 6037

GAIL A. MCQUILKIN  
DIRECT DIAL (305) 377-0856  
gam@kllaw.com

TELEPHONE (305) 372-1800  
TELECOPIER (305) 372-3508

Via Federal Express  
AWB# 7929-0844-8480

April 27, 2005

Steven A. Esrig  
Stelor Productions, Inc.  
14701 Mockingbird Drive  
Darnestown, Maryland 20874

Re: Silvers/Stelor License Agreement

Dear Mr. Esrig:

On November 12, 2004, we served notice on Stelor that it was in breach of several material provisions of both the License Agreement and Letter Agreement, a copy of which is attached. Because Stelor did not cure those breaches, on January 13, 2005 we served on Stelor a notice of termination of the License Agreement, a copy of which is attached.

On January 28, 2005, Stelor and Silvers entered into a Settlement Agreement in which Silvers agreed to withdraw his notice of termination provided Stelor perform its obligations under the Settlement Agreement. Stelor, however, has:

- failed to provide Silvers with unit interests in Stelor LLC under paragraph 9;
- failed to pay Silvers monthly installments on royalty advances on the first of every month under paragraph 10 (a);
- failed to pay on April 1, 2005 the monthly advance on royalties required by Silver to maintain his insurance coverage through the Aurora Collection under paragraph 10 (b);
- failed to cooperate in the audit of the books and records of Stelor under paragraph 14; and
- failed to provide Silvers samples of Licensed Products that are being offered for sale under paragraph 15.

Furthermore, although Stelor has provided a written statement that it is not offering any

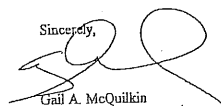
Page 2

Furthermore, although Stelor has provided a written statement that it is not offering any products for sale, and no royalties due, that statement has proven to be false.

Stelor continues to be in breach of the License Agreement as outlined in our letter of November 12, 2004. This is to provide notice to you that due to Stelor's failure to perform its obligations under the Settlement Agreement, and failure to cure the breaches under the License Agreement, Silvers is reinstating his notice of termination of the License Agreement effective immediately.

Pursuant to paragraph X of the License Agreement, Stelor must immediately provide Silvers with a complete schedule of all inventory of Licensed Products on hand or on order. Stelor has six (6) months to continue to sell this inventory, if any, in accordance with the License Agreement. So long as Stelor is actively selling its inventory of Licensed Products, it may continue the use of the Licensed Intellectual Property associated with the inventory for this period. Outside the scope of its efforts to sell its inventory of Licensed Products, Stelor must immediately cease use of the Licensed Intellectual Property, including names, trademarks, signs, advertising, web site, and anything else that might make it appear that it is still handling the articles and products relating to the Googles IP. Further, Stelor must return to Silvers all material relating to the Licensed Intellectual Property and inform its sub-licensees and those selling Googles related merchandise of the termination of the License Agreement.

Because the License Agreement is now terminated, Stelor may not represent Silvers' interest in any legal proceeding or action.

Sincerely,  
  
Gail A. McQuilkin

c: Steven A. Silvers  
Laurence Heffler  
Kevin Kaplan

251919.1





2752

STELOR PRODUCTIONS, INC.  
 PO BOX 8000  
 GAITHERSBURG, MD 20883

CITIBANK, F.S.B.  
 WASHINGTON, DC 20036-0987  
 7-216-526

04/28/05

PAY TO THE ORDER OF Silvers Entertainment Group \$ \*\*5,000.00

Five Thousand and 00/100\*\*\*\*\* DOLLARS

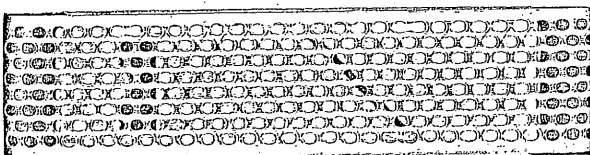
Silvers Ent. Group  
 8983 Okeechobee Blvd  
 PHB 203 Suite 202  
 West Palm Beach, FL 33411

MEMO Advance Against Royalty May '05

# 00 2752 # 105 200 2 166 # 17597405

STELOR PRODUCTIONS, INC.  
 Silvers Entertainment Group  
 04/28/05 Bill #royapril 04/28/05 2752 5,000.00

Citibank Checkin Advance Against Royalty May '05 5,000.00



2753

STELOR PRODUCTIONS, INC.  
 PO BOX 8000  
 GAITHERSBURG, MD 20883

CITIBANK, F.S.B.  
 WASHINGTON, DC 20036-0987  
 7-216-526

04/28/05

PAY TO THE ORDER OF Silvers Entertainment Group \$ \*\*1,000.00

One Thousand and 00/100\*\*\*\*\* DOLLARS

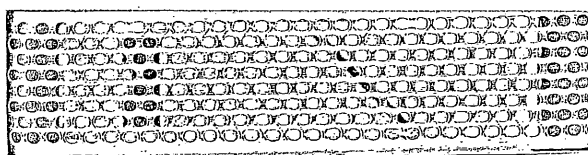
Silvers Ent. Group  
 8983 Okeechobee Blvd  
 PHB 203 Suite 202  
 West Palm Beach, FL 33411

MEMO Royalty/insurance advance, Apr '05

# 00 2753 # 105 200 2 166 # 17597405

STELOR PRODUCTIONS, INC.  
 Silvers Entertainment Group  
 04/28/05 Bill #052005 04/28/05 2753 1,000.00

Citibank Checkin Royalty/insurance advance, Apr '05 1,000.00



2755

STELOR PRODUCTIONS, INC.  
 PO BOX 8000  
 GAITHERSBURG, MD 20883

CITIBANK, F.S.B.  
 WASHINGTON, DC 20036-0987  
 7-216-526

04/28/05

PAY TO THE ORDER OF Silvers Entertainment Group \$ \*\*1,000.00

One Thousand and 00/100\*\*\*\*\* DOLLARS

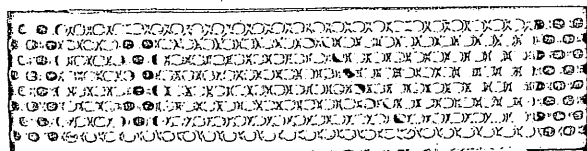
Silvers Ent. Group  
 8983 Okeechobee Blvd  
 PHB 203 Suite 202  
 West Palm Beach, FL 33411

MEMO Royalty/insurance advance May '05

# 00 2755 # 105 200 2 166 # 17597405

STELOR PRODUCTIONS, INC.  
 Silvers Entertainment Group  
 04/28/05 Bill #042005 04/28/05 2755 1,000.00

Citibank Checkin Royalty/insurance advance May '05 1,000.00



**Royalty Statement**  
 Silvers Entertainment Group  
 January 1, 2005 - March 31, 2005

| Transaction   | Net Revenue | Royalty Rate | Royalty Amount | Pre-paid Royalty Balance |
|---|-------------|--------------|----------------|--------------------------|
| February advance against royalties                        |             |              | \$5,000        | \$5,000                  |
| February advance against royalties for insurance premiums |             |              | \$1,000        | \$6,000                  |
| Net revenue from licensed properties (iTunes)             | \$47.35     | 6%           | \$2.84         | \$5,997.16               |
| Net revenue from derivative properties (iTunes)           | \$1.47      | 3%           | \$0.04         | \$5,997.12               |
| March advance against royalties                           |             |              | \$5,000        | \$10,997.12              |
| March advance against royalties for insurance premiums    |             |              | \$1,000        | \$11,997.12              |