

MAY 20 2006 05:25

0077 P.008 7014

with Stelor's ongoing business dealings surrounding the Googles' project as it relates to children. However, in the second clause it gives the rights to make available to Stelor, on a "right of first refusal" basis other projects that I may create or develop by myself or with other third parties or that I may acquire or joint venture with other third parties, which shall be presented to Stelor and within 120 days Stelor shall either accept or reject such other projects presented by me. However, the agreement doesn't clarify what rights Silvers may have in the event that Stelor shall decline to participate in any of the Intellectual Properties presented to Stelor for which it chooses to reject or decline nor does it stipulate in the event that Stelor decides to accept, under what terms and conditions and how long Stelor may have to develop and bring to market such other Intellectual Properties presented to them by me. These two clauses are at best ambiguous; thus in need of clarification.

I shall be seeking the following clarification. In the event that I bring to Stelor a project that I have either developed or joint ventured with another party, or that I shall represent on behalf of another party, and within 120 days of such formal presentation, Stelor is unable to fund, market, develop and bring to market said project within a reasonable period of time thereafter, not to exceed six (6) months from time of introduction to complete the contractual phase of the project with certain performance caveats then Stelor shall agree that I shall have the right to take the project elsewhere without owing Stelor any further obligation. This goes for any and all projects whether they are related to preschool children or older children.

2). I would further like a clarification as to the clause in my Consulting Agreement noted at: [Number 2. Relationship of Parties....wherein it stipulates that "during the term of this agreement, Licensor shall not initiate or maintain any relationship or conversations with Licensee's current or prospective clients, vendors, any company relationships with the media (press etc.) without prior express written request by Licensee"]. I maintain that I have previously had both business and personal relationships with several of Stelor's current clients and vendors, prior to the execution of both the existing

Consulting and Licensing Agreements with Stelor. These relationships should not be part and partial to this clause or at best, should I choose to communicate with any of these relationships on a personal basis whether in person or via other current means of communication that I shall not be prevented from doing so. It is hard to conceive that such a "gag order" would be enforceable given the circumstances of this issue. All I'm requesting is a clarification of this clause so that I may continue to maintain my personal relationships with those individuals that could be construed as current vendors or clients of Stelor without further fearing retaliation by Stelor for my doing so. This seems ludicrous, at best, especially in view of the fact that I have been granted, by Stelor, the title of "Executive Creative Consultant" according to the existing Consulting Agreement and as such I am being granted the ability to offer my creative input to the Stelor and thus I should not be prevented from having conversations with those directly and/or indirectly involved with the creative process in bringing to market the successful launching of the "Googles from Goo" intellectual property. It should be duly noted that this caveat is also listed in Mr. Silvers Licensing Agreement at: [page 5, at VIII. E]. I shall agree that my conversations with such entities covered by this clause be strictly related to personal and unrelated Googles business unless otherwise authorized.

4). I would also like a further clarification as to the clause in my existing Licensing Agreement noted at: [page 7, Indemnity clause, at letter C.], wherein it clearly stipulates that I shall have the express right, in the event that Stelor shall decline to pursue upon notice by me, to properly protect and defend against other such third parties or entities, any trademark, patent, or any other intellectual property rights afforded me in order to protect my intellectual property known as the Googles from such other violators. It seems clear that according to this clause that I shall have the right, at my "sole expense to defend if necessary, or file suit if desired, made by or filed against another party...." Thus, should I inform Stelor of a concern that I may have surrounding the proper protection of his intellectual property rights, and should Stelor decline to institute such proceedings against such third party or parties, then I, at my sole expense, shall have the right to defend and pursue such claims and/or suits.

It has been brought to my attention that Stelor does not share the same legal view in this regard. Thus the need for a clarification of this issue as well. I shall agree that should I decide to bring suit against any third party or other entity that may become or shall threaten the existence of the Googles' intellectual property and all of its surrounding rights, that I will timely inform the Board of my intentions and in the event Stelor is not able nor interested in pursuing such litigation, then Stelor shall waive all rights to same and shall have no further obligation to fund such litigation. However, in the event that Stelor shall inform me of it's intentions to move forward with such litigation within a reasonable period of time, then I shall respect Stelor's position and either try and work something mutually agreeable between all parties concerned or in the event there is a favorable judgment and outcome of such litigation then Silvers shall agree to provide Stelor, after all reasonable expenses have been allocated, a participation, to be shared with all of it's shareholders, of 20% of my net proceeds of any such litigation.

5). I would like an updated clarification as to the status of the pending trademark filings and applications that have or should have been perfected on my behalf and I am further seeking copies of all such filings for my records and for which I believe I am entitled to with an understanding by Stelor that any and all future filings should be copied and immediately forwarded to me for my review and input.

As the Licensor of the Googles from Goo intellectual property, I believe that I am entitled to copies of any and all legal documents executed on my behalf by Stelor in a timely fashion. To date, I've received no such copies.

6). According to my existing Consulting Agreement, Stelor has agreed to provide me with health insurance coverage during the term of my Agreement. The clause reads at [page 1 of said Consulting Agreement, at number 1.b.] that: "Company will continue to reimburse The Aurora Collection, Inc. for the existing health plan if available, or if not available, will reimburse consultant \$300.00 per month during the term of this Agreement." I am questioning why, if the "existing health plan is still being made available by Aurora" that I have had to pay an

assessed increase of \$144.00 each month when it clearly stipulates in the agreement that Stelor shall reimburse the Aurora Collection for the existing health plan if available during the term of this agreement? Why have I had to allocate each month for the past eleven (11) months now, the sum of \$144.00 when clearly I shouldn't have had to do so? I am seeking reimbursement of all such funds that I've laid out and for which I clearly should not have had to do so and for the remainder of the Agreement that Stelor will take care of the full coverage as called for by the Agreement.

7). Last on this clarification list is the issue of "Reversionary Rights". I have brought to your attention on many occasions, supported by documentation and as clearly noted in our existing Agreements and those executed between Stelor and Aurora the highly sensitive issue of reversionary rights, when and if there is a "material" breach found in my favor by a court of competent jurisdiction and as clearly outlined in our Licensing Agreement. However, the issue here is that Stelor has seen fit to grant this right to both myself and Aurora. Thus, clearly creating a conflict. Please note that my Licensing Agreement was executed on May 9, 2002. In this Agreement Stelor granted me "Reversionary Rights" noted therein at: [page 6, at X. Post Termination Rights, letter C.] wherein it states: "Upon the expiration or "termination" of this Agreement, "all the license rights of Licensee under this Agreement shall forthwith terminate and immediately revert to Licensor and Licensee, except as detailed above in Section (B) of the "Post Termination Rights" Section, shall immediately discontinue all use of the Licensed Property and the like, at no cost whatsoever to Licensor."

Of course this reversionary right only goes into effect if and when a material breach is alleged by me and such is ruled in my favor by a court of competent jurisdiction as the existing Agreement mandates.

However, in an Agreement signed and executed between Stelor and Aurora dated just 14 days after I executed my Licensing Agreement with Stelor, the exact date is May 23, 2002, Stelor proceeded to grant

**Stelor the same "Reversionary Rights" which was otherwise unlawful to do so.**

**Please note the clause at: [page 6, of the Stelor/Aurora Asset Purchase Agreement, at number 11. Reversionary Rights, wherein it reads as follows: "In the event that Buyer (Stelor) is unwilling or unable to fulfill its financial obligations to Steven A. Silvers under the terms of any of Sellers' (Aurora) agreements with Silvers that are assumed by Buyer as a result of this transaction, Buyer will give written notice to Seller. If the breach is not cured or waived by Silvers within a reasonable period of time after receiving written notification by Silvers and Seller thereafter assumes such liability to Silvers, all rights assigned herein by Seller to Buyer shall revert back to Seller without obligation by Seller to Buyer. Buyer shall execute such documents as are necessary to affect the intent of this clause concerning reversionary rights without unreasonable delay."**

**Accordingly, it seems patently confirmed that these two agreements are in clear conflict with one another and it is my stern position that in the event of an alleged breach between myself and Stelor; for which I should prevail, that my "reversionary rights" clearly supercede those granted to Aurora by Stelor.**

**I hereby seek clarification as to why these "Reversionary Rights" were granted to Aurora when, in fact, they were granted to me fourteen (14) days prior to the execution of any Agreement with Aurora?**

**In closing, I would like to reiterate the fact that I prefer not to assert any adversarial position at this time with Stelor. I only desire what I am entitled to according to the mandates outlined in our Agreements. Nothing more and nothing less. If after reading and reviewing this letter with your Corporate Counsel, they choose not to advise you to do the right thing as called for and as I've clearly outlined in this lengthy letter, then I am fully prepared to seek a formal breach against Stelor for the many violations I've cited above and we will let the chips fall where they fall. This is not to be taken as any threat. I'm tired of all of this anxiety that I've had to endure all of these months and it's time to**

**put an end to it once and for all.**

**I would also state that once you take the "visionary" out of the "vision" you are doomed to fail.**

**I assure you, if you place me in an "active" role, that I am fully prepared to execute come the first of the year, and place me in charge of the creative process of the project, allowing me to do what I do best, and working with all those you have thus far entrusted, except me, with the creative process and the creative delivery of the project, within (6) months time you will see miracles unfold. I can guarantee this! If you choose to continue to exclude me from the creative process, as has been the case these past 17 months, then the consequences will fall on your shoulders not mine. Either way, I'm fully prepared to act. I hope and trust you choose the former chartered course of action.**

**In Stelor's response to this letter kindly be specific as to addressing each and every clause as requested by me so that we can have a clear understanding as to Stelor's position regarding the issues outlined above.**

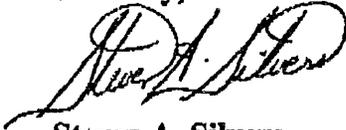
**Should you care to contact me to discuss this matter further I can be reach at: 954-445-6788, otherwise I shall expect your reply within the next 10 days as I'm leaving to go out of the country on November 15, and I won't be returning until December 25, 2003.**

**In the event that I don't have your response within the next 10 days as requested, then my options will be limited and I shall proceed accordingly.**

**Also, please take notice that my new mailing address has once again changed and you should direct all future correspondence to me at:**

**Steven A. Silvers  
8983 Okcechobee Blvd.  
Suite #202, PMB 203  
West Palm Beach, FL 33411-1826**

**Sincerely,**

A handwritten signature in cursive script, appearing to read "Steven A. Silvers".

**Steven A. Silvers**

**\*This document is being sent in accordance with our Agreement requirements dated May 9, 2002 by way of FedEx (Tracking Number: 842190092180.)**



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 04-80954-CIV-HURLEY

STELOR PRODUCTIONS, INC.,  
plaintiff,

vs.

STEVEN A. SILVERS,  
defendant.

05 FEB 17 PM 3:09  
COURT REPORTER  
SILVERMAN  
**CLOSED CASE**

ORDER OF FINAL DISMISSAL WITHOUT PREJUDICE AND CLOSE-OUT

THIS CAUSE is before the court upon the parties' joint stipulation for dismissal without prejudice filed February 8, 2005. Having considered the stipulation, it is hereby

**ORDERED AND ADJUDGED:**

1. This case is **DISMISSED WITHOUT PREJUDICE**, with each side to bear its own costs and attorneys' fees.

2. There being nothing further for the court to resolve, it is further ordered that the Clerk of the Court shall enter the case as **CLOSED** and terminate all pending motions as **MOOT**.

**DONE** and **SIGNED** in Chambers at West Palm Beach, Florida this 17 day of February, 2005.

  
Daniel T. K. Hurley  
United States District Judge

Copies furnished:  
Adam T. Rabin, Esq.  
Kenneth R. Hartmann, Esq.  
Yano Rubinstein, Esq.

50  


FILED by MC D.C.  
ELECTRONIC  
  
Feb 8 2005  
  
CLARENCE MADDOX  
CLERK U.S. DIST. CT.  
S.D. OF FLA. - MIAMI

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

STELOR PRODUCTIONS, INC.,  
a Delaware corporation,

CASE NO. 04-80954-CIV-HURLEY  
Magistrate Judge James M. Hopkins

Plaintiff,

v.

STEVEN A. SILVERS,  
a resident of Palm Beach County, Florida

Defendant.

JOINT STIPULATION FOR DISMISSAL,  
WITHOUT PREJUDICE, OF ALL CLAIMS

Plaintiff, Stelor Productions, Inc. and Defendant Steven A. Silvers, hereby jointly stipulate, pursuant to Fed.R.Civ.P.41(a)(1), to the dismissal, without prejudice, of all claims asserted by each party against the other party in this action.

Respectfully submitted,

Adam T. Rabin  
DIMOND KAPLAN & ROTHSTEIN, PA  
200 S.E. First Street, Suite 708  
Miami, FL 33131  
T: 305-374-1920  
Co-Counsel for Defendant

  
Kenneth R. Hartmann (FBN: 664286)  
Gail A. McQuilkin (FBN: 969338)  
KOZYAK TROPIN & THROCKMORTON, PA  
2525 Ponce de Leon, 9<sup>th</sup> Floor  
Coral Gables, Florida 33134  
T: 305-372-1800 / F: 305-372-3508  
Counsel for Defendant

  
Yano L. Rubinstein, Esq.  
SUMMERS RUBINSTEIN  
580 California Street, 16<sup>th</sup> Floor  
San Francisco, California 94104  
Counsel for Plaintiff

3339/101/249255.1





BURLINGTON • WEIL • SCHWIEP • KAPLAN (&) BLONSKY, P.A.

OFFICE IN THE GROVE PENTHOUSE 2699 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33133

T: 305.858.2900 F: 305.858.5261

EMAIL: KKAPLAN@BWSKB.COM WWW.BWSKB.COM

April 14, 2005

VIA HAND-DELIVERY

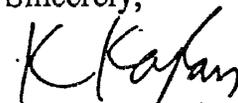
Gail A. McQuilkin, Esq.  
Kozyak Tropin & Throckmorton, P.A.  
2525 Ponce de Leon Blvd.  
9<sup>th</sup> Floor  
Coral Gables, Florida 33134

Re: Stelor Productions, Inc. v. Silvers,  
Case No. 04-80954-CIV-HURLEY/HOPKINS

Dear Gail:

Attached please find the three Stelor checks.

Sincerely,

  
Kevin C. Kaplan

KCK:mjp  
Enclosure





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

2622

CITIBANK  
 WASHINGTON DC  
 03/07/05

PAY TO THE ORDER OF Kozyak Tropin & Throckmorton Trust Account

Four Thousand and 00/100

COZYAK TROPIN & THROCKMORTON, PA  
 2525 Ponce de Leon  
 Coral Gables, FL 33134

MEMO TRUST ACCOUNT Insurance Reimbursement

002622 10520024661

03/07/05

4,000.00

2622

4,000.00

Security Features Included

00971/12-04

STELOR PRODUCTIONS, INC.  
 Kozyak Tropin & Throckmorton Trust Account  
 02/28/05

03/07/05

4,000.00

2622

Citibank Checkin TRUST ACCOUNT Insurance Reimbursemen

4,000.00



**Kevin C. Kaplan**

---

**From:** GAIL A MCQUILKIN [gam@kttlaw.com]  
**Sent:** Sunday, April 17, 2005 4:38 PM  
**To:** Kevin C. Kaplan  
**Subject:** Re: Inc

Kevin -

Got the 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@kttlaw.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) 858-2900  
Fax: (305) 858-5261  
kkaplan@bwskb.com

\*\*\*\*\*

CONFIDENTIALITY NOTE: This electronic message transmission contains information from the law firm of Burlington, Weil, 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.

Sent wirelessly via BlackBerry from T-Mobile.



**Kevin C. Kaplan**

---

**From:** GAIL A MCQUILKIN [GAM@kttlaw.com]  
**Sent:** Friday, April 08, 2005 10:44 AM  
**To:** Kevin C. Kaplan  
**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.

Let me know about all this.

Gail.

5/21/2005

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)

5/21/2005

Fri, May 20, 2005 12:11 PM

**Subject: Re: Silvers royalty advance check**  
**Date: Saturday, April 9, 2005 2:42 PM**  
**From: GAIL A MCQUILKIN <gam@kttlaw.com>**  
**To: <julie@stelorproductions.com>**

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 Stelor 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@kttlaw.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@kttlaw.com>  
To: "Julie DePue" <julie@stelorproductions.com>  
Sent: Friday, April 08, 2005 6:15 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: <gmcquilkin@tmo.blackberry.net>  
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.

Id 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 youd like it sent.

Sorry for the trouble,

Julie DePue

**Stelar 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@kttlaw.com

Stelor Productions  
 Transactions by Vendor  
 January through December 2005

05/20/05

Type	Date	Num	Memo	Cif	Amount
<b>Kozyak Tropin &amp; Throckmorton, PA</b>					
Bill Pmt -Check	03/07/05	2621	TRUST ACCOUNT- Royalty/insurance advance	*	2,000.00
Bill Pmt -Check	03/07/05	2622	TRUST ACCOUNT Insurance Reimbursement	*	4,000.00
Bill Pmt -Check	03/07/05	2623	TRUST ACCOUNT Domain name registrations	*	318.00
<b>Silvers Entertainment Group</b>					
Check	02/11/05	2555	VOID: Advances Against Future Royalties-Feb05	✓	0.00
Bill Pmt -Check	02/28/05	2587	VOID: consulting	✓	0.00
Bill Pmt -Check	03/08/05	2624	Advance against Royalty, Feb 05	✓	5,000.00
Bill Pmt -Check	03/08/05	2625	Advance against Royalty, Mar 05	✓	5,000.00
Check	04/08/05	2711	Advance Against Royalties	*	5,000.00
Bill Pmt -Check	04/28/05	2751	Advance Against Royalty April 05		5,000.00
Bill Pmt -Check	04/28/05	2752	Advance Against Royalty May 05		5,000.00
Bill Pmt -Check	04/28/05	2753	Royalty/insurance advance, Apr '05		1,000.00
Bill Pmt -Check	04/28/05	2755	Royalty/insurance advance May '05		1,000.00
<b>Steven A. Silvers</b>					
Check	02/01/05	2527	VOID: Advances Against Future Royalties	✓	0.00
Bill Pmt -Check	04/04/05	2685	VOID: Advances against future royalties	✓	0.00
					<u>33,318.00</u>



**Kevin C. Kaplan**

---

**From:** GAIL A MCQUILKIN [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.  
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)

4/29/2005



**Kevin C. Kaplan**

---

**From:** GAIL A MCQUILKIN [gam@kttlaw.com]  
**Sent:** Tuesday, April 26, 2005 8:20 PM  
**To:** Kevin C. Kaplan  
**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.  
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> 04/26/05 12:35 PM >>>  
Gail,

As we discussed, we were impressed and pleased when we received your recent email

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.

\*\*\*\*\*

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

\*\*\*\*\*

CONFIDENTIALITY NOTE: This electronic message transmission contains information from the law firm of Burlington, Weil, 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.



NOV-17-2004(WED) 16:45 GUILD INSURANCE BROKERS (FAX)204 728 1515 P.002/002

AVIVA INSURANCE COMPANY OF CANADA

**CERTIFICATE OF INSURANCE**

This is to certify that the following policies have been issued by the Insuring Company and are in full force and effect as of the date of this certificate and in favour of Named Insured:

Team Tools Ltd. and Ultra Media Inc. et al  
 PO Box 20162  
 Brandon MB R7A 6Y8

If the insurance provided under the said policy(s) is altered, cancelled or changed in a manner as to affect this certificate of insurance the Insuring Company hereby agrees to give fifteen (15) days written notice of such alteration, change or cancellation to:

Steven A. Silvers & Stelor Productions, Inc.  
 14701 Mockingbird Drive  
 Darnestown, MD 20874  
 Attention: Julie DePue or Mary Jeffery

Policy Number	Policy Term	Kind of Insurance or Operations Covered	Limits of Liability or Amount Insured
CMP81108401	July 1, 2004 to July 1, 2005	Commercial General Liability	\$2,000,000 Each occurrence limit \$2,000,000 Products-Completed Operations Hazard Aggregate Limit

Note: Steven A. Silvers and Stelor Productions, Inc. is hereby added as additional insured but only with respect to the vicarious liability of the Named Insured.

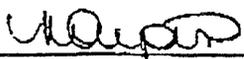
Canadian Currency Clause Applies

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared. It is not a contract, confers no right upon any person and imposes no liability on the insuring company.

AVIVA Insurance Company of Canada

November 17, 2004  
Dated

900 - 201 Portage Avenue  
Winnipeg, Manitoba R3B 3K6

  
 Authorized Representative  
 Guild Insurance Brokers Inc.  
 #0013 P.003 /003

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSL FF STALO-1	DATE (MM/DD/YYYY) 04/28/05
PRODUCER <b>The Insurance Exchange, Inc.</b> 751 Rockville Pike, #1A Rockville MD 20852 Phone: 301-279-5500 Fax: 301-424-2829		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  <b>Stoley Productions</b> Greg Langford 14701 Mockingbird Drive Darnestown MD 20874		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: <b>Harford Fire Insurance Co.</b>	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR (MO/ LTR INSP)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	425BAEW8494	04/25/05	04/25/06	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC				OPERATIVE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$300,000 \$10,000 \$2,000,000 \$4,000,000 \$4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	425BAEW8494	04/25/05	04/25/06	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$
A	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	425BAEW8494	04/25/05	04/25/06	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED If yes, describe under SPECIAL PROVISIONS below OTHER				AGGREGATE \$ \$ \$	
					AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$
					E.L. EACH ACCIDENT E.L. DISEASE - SA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is additional insured as respects operations by the insured.

CERTIFICATE HOLDER  <b>STEVEY</b>  Steven A. Silvers RMB 203 8983 Okeechobee Blvd., Ste 202 West Palm Beach FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	--

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

STELOR PRODUCTIONS, L.L.C., a  
Delaware corporation, f/k/a STELOR  
PRODUCTIONS, INC.,

CASE NO. 05-80393-CIV-HURLEY  
Magistrate Hopkins

Plaintiff,

v.

STEVEN A. SILVERS, a Florida resident,

Defendant,

FILED  
MAY 20 11 38 AM '05  
U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
M

**NOTICE OF FILING DECLARATION OF STEVEN A. SILVERS**

Defendant, Steven Silvers, hereby gives notice of filing the Declaration of Steven A. Silvers in support of his Memorandum in Opposition to Plaintiff's Motion for Preliminary Injunction dated May 20, 2005.

Respectfully submitted,

DIMOND, KAPLAN & ROTHSTEIN, P.A.  
Co-Counsel for Defendant  
200 S.E. First Street, Suite 708  
Miami, FL 33131  
Telephone: (305) 374-1920  
Adam T. Rabin, Esq.

KOZYAK TROPIN & THROCKMORTON, P.A.  
Counsel for Defendant  
2525 Ponce de Leon, 9<sup>th</sup> Floor  
Coral Gables, Florida 33134  
Telephone: (305) 372-1800

By:



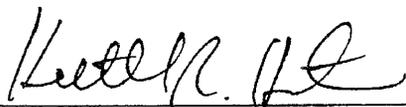
Kenneth R. Hartmann  
Florida Bar No: 664286  
Gail M. McQuilkin  
Florida Bar No. 969338

3339/101/253510.1

11/2005

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was hand-delivered this 20<sup>th</sup> day of May, 2005, to: Kevin C. Kaplan, Esq., Daniel F. Blonsky, Esq. and David Zack, Esq., Burlington, Weil, Schwiep, Kaplan & Blonsky, P.A., Counsel for Plaintiff, Office in the Grove, Penthouse A, 2699 South Bayshore Drive, Miami, FL 33133.

By:   
Kenneth R. Hartmann

3339/101/253510.1