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October 5, 2004

Re: Silvers Response To Your September 15, 2004 Letter

Dear Larry:

Allow me to apologize for not getting back to you sooner. However, as you very well know we sustained back-to-back hurricanes here in West Palm Beach and while I was fortunate to escape minimal damage with Frances, I wasn't as lucky with Jeanne.

Nevertheless, I would like to respond to your letter as follows:

1. The Stelor Option shares were supposed to have been provided to me at a reasonable time after the signing of the original Agreements with Stelor. Not some 25 plus months later. Stelor has given me one excuse after another for not complying with its obligations under our current agreements. For instance: In Silvers Consulting Agreement executed on May 9, 2002 it states at [page 1, section 1 b.] "Stelor will write an agreement with Consultant granting him options for 1,000 shares of Stelor's stock under Stelor's stock option plan". This agreement was supposed to have been executed within a reasonable period of time. Not 27 months into the 30-month Consulting Agreement. I would say 27 months is rather unreasonable.
2. Moving right along. The Consulting Agreement also states, and we've been over this more than once, that "Company (Stelor) 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". The Agreement doesn't state that Stelor will reimburse Aurora a specific amount of money toward the premium of the existing health insurance agreement. Since Aurora has had and continues to have, in place, an existing health plan, which has been the same exact "health plan" I've had since day one, then what ever the premium is for the said health plan should be entirely borne by Stelor. It's not my fault nor should I be penalized as such, that the health plan has increased its premiums over the course of the Consulting Agreement. The Consulting Agreement makes no mention whatsoever that I am to be responsible for any increases over and above what Stelor started out paying. My position has never wavered from day one on this issue. Aurora continues to have in place a health care plan that they have

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maintained for me since June 2, 2002. Stelor was suppose to reimburse Aurora as called for by the Consulting Agreement each and every month for 30 consecutive months whatever the premium was that Aurora was being billed. That is what "continue to reimburse" means. I've incurred several thousands of dollars in contributory premiums that I should not have been required to pay. This is a breach of the agreement as far as I'm concerned. I've informed Stelor about this on numerous occasions and they've never agreed to remedy the situation. Your response to this issue is "unacceptable".

3. As to domain name reimbursements. I have submitted to you a bill for the past two months of expenses that I've incurred to renew domain names in the months of August and September. I've informed you that in October and November there would be another some 26 plus names that are due to be auto renewed by me. I would prefer to submit to you every two months rather than every quarter my domain name invoices if you don't mind. I would expect payment to be made within (7) days from receipt of said invoice(s). I don't believe this request to be unreasonable.
4. With regard to the last quarter royalty statement. I informed you in my last correspondence that the Royalty Statement for the period ending on June 30, 2004 was in error. I explained to you exactly what needed to be corrected. I informed you that the statement reads at the very top for the quarter April 1, 2004 through June 30, 2004. However, where the months are supposed to be listed and broken down as to sales, etc., it states the wrong months. The royalty statement was in error and needs to be corrected and resubmitted to me as I have informed Stelor on no less than (3) occasions already. Also, you have mentioned that for the 2nd quarter (April, May, & June) that there were no new sub-licensees. However, I would argue that I-Tunes was a new sub licensee that was added during this quarter since the Googles' music was being sold and downloaded during this period. They were not properly listed in this Royalty Statement nor was there any revenue listed for this period as well for this company.
5. I informed you in my last correspondence that Stelor has once again failed to comply with the mandates set forth in our existing Licensing Agreement (LA) as it pertains to "Notices, Quality Control, and Samples". They did so when they failed to comply by going to the Licensing Show in June of this past year without properly following the requirements of the LA and they did so once again by not having complied with Section VI C, when they began selling music downloads and music CD's through I-Tunes. Both of these examples are specific and undeniable breaches of the LA, which are inexcusable. Just another example of how Stelor has continued to disrespect the Licensor/Licensee relationship by doing what it chooses when it chooses and not following the LA as called for. I will, for the record once again quote from the LA: At VI. 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 the 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". As we both very well know, this has NEVER been adhered to nor complied with by Stelor. They failed to do so with the advertisements placed in the Licensing Show in 2003 and 2004. They failed to provide me with samples of their premium handout bags before the 2004 Licensing Show. They failed to provide me with other promotional pieces, which depicted my name in as small of print as could be seen by the naked eye on several promotional pieces that I would have certainly called to their attention had I had the benefit of seeing copies of the said advertisements prior to printing. I saw nothing and I was NEVER sent anything for my "input". Then, once again when it came time for executing an agreement with I-Tunes I was not provided, as required by the LA, any samples of the finished music CD's for my "input". There have been other instances of advertising and promotional pieces that I've never seen until after the fact. All of which are in violation of the LA. With all due respect, Larry, your response to this issue in your September 15, 2004 letter is unacceptable. An omission of wrong doing by Stelor would have been a far better approach to responding to this issue than how you chose to do so. Stelor had the duty, obligation and legal responsibility to adhere to this caveat from day one, not some 27 plus months into our Agreement with a statement from you that this will not happen again.

6. You have wrongfully informed me and once again have obviously been misinformed by Stelor into believing that what they have told you was true as it pertained to them not having any domain names listed in Steven Esrig's name. I informed you, by raising my voice, at the meeting in New York, if you recall, that Mr. Esrig was not being candid with his remarks to everyone about NOT having any Googles or Googles related domain names listed in his name. He categorically informed everyone that I was lying and that he had NO domain names that were listed in his name. That meeting has long passed and you would have thought by now that the changes would have been made so that Mr. Esrig's remarks could have remained consistent with the truth. However, I am sorry to inform you that nothing could be further from the truth. If you go to: www.new.net and then type in the search bar the domain names listed below, you will quickly see who was not being truthful and why I am furious to this day as to what I've had to deal with all of this time and you wonder why I reacted the way I did during the NY meeting. I have records and copies of all of this from back during the NY meeting and copies once again several months later to prove that they were never changed. Here are some of the names registered to Steven Esrig as "Owner": 1). Googles.kids, 2). Googles.club, 3). Googles.shop, 4). Googles.game, 5). Googles.chat, 6). Googles.family, to name a few. I am sure there are others, perhaps many others. The point being is that you have misrepresented to me the truth as I know it and as you will soon

know it to be. Remember you must first go to: www.new.net. Once there you must then type in the search bar the names as I've noted and you will see for yourself that Steven A. Esrig is listed as the "Owner" of all of these names and underneath his name is his e-mail address, plus the company's address and phone number. All of these names were created on October 10, 2003 and due to be renewed in seven more days. I rest my case on this issue, which is another indication that Mr. Esrig has once again seriously violated the breath and width of our LA and once again disrespected the Licensor/Licensee relationship.

7. I don't see the necessity of delving into the other unresolved matters at this time. There are enough unresolved matters listed above to deal with without having to discuss any more at this time, as far as I'm concerned.
8. As to the issue of the domain name password. I've informed Stelor on numerous occasions as did my previous counsel, Larry Stumpf, that I have absolutely no intentions of turning over to Stelor the passwords of any of the Googles' and Googles' related domain names. I stated my reasons in many e-mails, and official letters of correspondences to Stelor and to Stelor's counsel over the last 18 plus months. I've made myself perfectly clear on this sensitive issue. I sent to Stelor's IT executive several months ago my response to his inquiry that you had forwarded to me. I've never heard back from anyone. I was willing to work with Stelor to accomplish their urgent needs as communicated to me via an e-mail that was forwarded to me by Stelor and I promptly responded and never heard another word. I guess it must not have been all that urgent. I've maintained the domain name renewals without losing a single name for lack of an untimely filing. Something Stelor cannot boast about. They cost me to lose several very important domain names that were mine and they failed to timely renew them and as a direct result of Stelor's failure to do so, I lost them forever. Once again, no excuse. Stelor had them in their possession and they chose not to renew them without even giving me the courtesy of letting me know so that I could have chosen to do so on my own and at my own expense. I never got so much as an apology for this screw up on Stelor's behalf. I do not wish for you to bring up this password issue again unless you determine that you wish to settle the matter in court because that is the only way that I'm going to turn the passwords over to Stelor is when a judge orders me to do so.
9. I have received the Marty Jeffrey video. I will be returning it to you under separate cover. I enjoyed Marty's presentation and his impressive background. However, at this time I must respectfully decline his offer to conduct a video interview of me for reasons I shall further explain below. However, I wish to thank Marty for his introduction letter and I wish him all the luck in the world with his new position at Stelor.
10. As to you asking me to "strongly" consider an arrangement to sell my rights in the Googles IP to Stelor at this time, I must, for many obvious reasons respectfully decline. Furthermore, I don't believe that Stelor could afford to pay me what I would ask them for. And to be quite frank

with you, after having read the recent documents that were sent to me from Bill Borchard's office on Friday of this past week, I would seriously doubt that I would entertain selling my rights to Stelor after reading about how much harm they have now caused me and will continue to cause me as a direct result of their actions and the actions of their trusted trademark counsel at the time, which now seems to have caused me "irreparable" harm.

In closing, I must inform you that I am terribly disappointed with all that has transpired these past several months. Especially after having read and reread the documents submitted to me by Bill this past week. They were disconcerting to say the least.

Now I find myself in a legal battle with one of the most powerful corporations in perhaps the world as a direct result of Stelor's counsel's ineptness, and Stelor's inability to have listened to me prior to going forward with their litigation plans against Google.com.

I was NEVER informed about any legal action being planned against Google.com. As a matter of fact Mr. Esrig told me just the opposite all along. I was informed that to sue Google.com would prove to be a disaster and that Stelor was planning to try and negotiate with them. I was further told and so informed by Bill Borchard during our NY meeting, where you, too, were present, that there were several telephone conversations that proved favorable and that Google was waiting to hear back from Stelor as to what they were looking for. Bill had informed everyone at the meeting that the conversations were favorable and things were looking up for a meeting with Google to work things out. Next thing I learn is Stelor sued Google.com without me, as the Licensor, ever being consulted nor asked about my opinion and to add insult to injury Stelor made the huge blunder of placing its name as the Party Plaintiff instead of mine, very well knowing or they should have been properly advised by Bill and perhaps you as well, that Stelor has NO standing to bring any such action against Google because Stelor does not possess any ownership rights to any of the Googles IP rights.

So I now find myself having to defend against the search engine giant in a "Cancellation" proceeding, directly against me, in the USPTO Administrative Court to defend against the very real possibility that I may wind up losing my Googles' trademark and my Googles' name when all is said and done. All of this due to Stelor's actions, not mine.

Furthermore, it certainly now is more apparent than ever that Stelor and Silvers now have severe "conflict of interest" issues. Bill is defending Stelor in two separate proceedings that Stelor cannot, in my personal and professional opinion prevail. They lack standing and as such the court will most likely dismiss the

proceedings against Google.com. Hopefully "without prejudice" and not "with prejudice".

I, on the other hand, am not in any position to retain counsel to defend myself against Google so I will be forced to go it alone and defend myself the best I can. Since I may very well find myself in a legal riff with Stelor in the very near future therein lies further conflicts of interest issues should Bill or someone he may recommend look to defend me against Google.com. It seems like a real mess to me and one that is only going to unravel more and more as the weeks unfold and things begin to get really sticky with discovery issues and depositions, etc.

I'm sorry it has all come down to this and even more sorry that it looks like neither myself nor Stelor is going to realize our dreams to have made something Goo come from my Googles' creation for all of us.

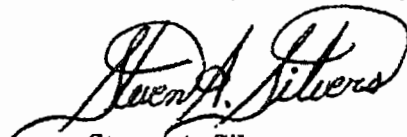
My plans are to confer with new counsel on a consulting basis only in order to further explore what my options are at this time. I will soon thereafter get back with both you and Bill to inform you as to what I plan to do in order to properly protect what little that is left for me to protect.

I assume that September's consulting fees and health insurance premium was already sent out. If not, please let me know what Stelor's position is going to be in this regard for September's obligations? Thank you!

No hard feelings, Larry, but in my opinion, things have gotten totally out of control. Accordingly, I can't afford to stand by on the sidelines and run the very real risk of losing all that I've worked so very hard to achieve for my family and loved ones.

Like I stated above, I will be back in touch with you within a week or so, once I've had the opportunity to confer with some legal advisors that I'm planning to begin a dialogue with shortly.

Respectfully submitted by,



Steven A. Silvers

Mailed Certified, Return Receipt Requested
Receipt Number: 7004 0550 0000 5867 9024