

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

From: iviewit, inc. (E-mail) [mailto:iviewmaster@iviewit.com]

Sent: Thursday, August 05, 1999 9:03 PM

To: Alan Epstein (E-mail); Michele M. Mulrooney (E-mail); James F. Armstrong (E-mail); Simon L. Bernstein (E-mail); Patti & Lester Daniels (E-mail); Andrew R. Dietz (E-mail); Donna Dietz (E-mail); Gerald R. Lewin (E-mail); Guy Iantoni (E-mail); James R. Jackoway (E-mail); James A. Osterling (E-mail); Albert W. Gortz (E-mail); Christopher C. Wheeler (E-mail); Jude Rosario (E-mail); Jude Rosario (E-mail 2); Zakirul Shirajee (E-mail); Friedstein, Jeff; Donald G. Kane II (E-mail); Brian G. Utley (E-mail 2)

Subject: iviewit.com Welcomes Brian Utley.

Dear Shareholders,

As of August 3rd, 1999 the Board of Directors of iviewit.com has approved and confirmed Brian Utley as President and COO. Mr. Utley will assume leadership of the company and the responsibility for organizing our strategic initiatives and licensing opportunities. Brian brings over thirty years of management experience from IBM and is highly respected within the computer industry. We are fortunate to bring Brian to iviewit.com and look forward to his valuable contribution to the success of the company.

Brian can be reached at utley_b@bellsouth.net
mailto:utley_b@bellsouth.net or soon at utley@iviewit.com
<<mailto:utley@iviewit.com>>.

By phone at work through Goldstein & Lewin at 561-994-5050 or cell at 561-289-8145.

Brian's Personal Resume

Professional History:

President, Diamond Turf Equipment, Inc. July, 1995 to July 1999.

In 1995 the company was engaged in refurbishing obsolete and run-out golf course maintenance equipment and had annual sales of \$250,000. Since that time the company has been transformed into a manufacturer of new machines that compete favorably with the best of the market leaders and expected revenue for 1999 of \$6M. The design of the machines was by Brian and was accomplished while putting together a manufacturing and marketing team capable of supporting the rapid growth of the company.

President, Premier Connections Inc., November, 1991 to Present.
Premier Connections provides consultation and support services in computer and related business management. Customers have included IBM and other small businesses.

IBM, 1955 to 1991.

Brian retired from IBM as Vice-President and General Manager, IBM Boca Raton.

Prior to his assignment in Boca Raton Brian spent 5 years in Europe as Group Director for PC's and small Systems. This responsibility covered all aspects of product management for all European, Middle East and African countries.

In 1983 Brian was appointed General Manager, IBM Biomedical Systems and asked by the IBM President, John Opel, to evaluate develop the long range strategy for this business unit. Brian subsequently reported to the President that the Business Unit, while quite viable, should be sold to a related business in the medical community. Having received approval to do so, he negotiated a profitable sale for IBM.

Between 1965 and 1983 Brian was the project and Systems manager for many major IBM computer Systems that earned IBM billions of dollars in revenue. The most notable of these was the 5E3E and AS400, one of IBM's most technology aggressive development programs ever and still one off IBM's most popular systems.

Brian entered the IBM laboratories in 1959 and immediately became the most prominent engineer on his first project with many innovative designs. Because of this, he was assigned to the German IBM laboratories to train German engineers in computer technology. He has been awarded a number of patents the most recent of which was granted in 1998.

From his start in October 1955 to the time he entered the laboratories Brian was a customer engineer responsible for maintaining IBM equipment on customer premises. During this time he self-taught computer technology and transistor theory and developed the first IBM field course in transistors. This is the accomplishment, which led to his assignment in the laboratories.

Hobbies:

Brian is a jogger and for 40 years has been an avid glider pilot with many competitive successes.

Other Activities:

Brian has been a director of the Florida Atlantic University Foundation Board of Trustees since

1992 and has served as Treasurer, head of the Investment Committee, and is currently Chairman of the Board.

In addition, he is a director of the Soaring Society of America and Chairman of the Soaring Society of America Foundation. In the past, he has served on the Boca Raton Chamber of Commerce Board, the Florida Philharmonic Board of Directors, and the Florida Governor's Council of One Hundred and is past president of the Soaring Society of America.

Family:

Brian is married to Sharon, is the father to 5 children and has lived in Boca Raton since 1988.

Sincerely,

Board of Directors

iviewit.com

1930 SW 8th Street
Boca Raton, FL 33486

Personal Resume

Professional History:

President, Diamond Turf Equipment, Inc. July, 1995 to July 1999.

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Education:

Having been born in England, he attended Beverley Grammar School and graduated in 1948 at 16. In 1949 he emigrated to the United States and completed his senior year at Ogden High School, Ogden, Utah.

He attended college at Weber College, Ogden, Utah and San Francisco City College completing two years of study.



Hobbies:

Brian is a jogger and for 40 years has been an avid glider pilot with many competitive successes.

Q. Okay. You just failed to mention that in your previous --

A. I'm sorry, yes.

Q. Okay. And what did you do at Diamond Turf Lawn Mower?

A. I was president.

Q. You were president. For the full four years?

A. Yes.

Q. Okay.

A. My recollection is a little hazy. It could have been 95, 96 when I started.

Q. Okay. So you were president of this company for approximately three to four years?

A. Yes.

Q. And what was your role at Diamond Turf Lawn Mower as president; what did you do?

A. I ran the company.

Q. Did you take on the position not only of president but also as CFO or anything of that nature, or you just did strictly like a chief operating officer; what was your role exactly?

A. I suppose you could consider it to be a cross between a chief operating officer and

the chief engineer.

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Q. And what did Diamond Turf Law Mower do; what sort of company is that?

A. It produced maintenance equipment for golf courses.

Q. Okay. And were you working also doing engineering for the company as well?

A. Yes.

Q. And that engineering capabilities that you have, was that something you garnered through your employment with IBM or is that something that you had specific knowledge of outside of your employment with IBM?

A. Both.

Q. This was not engineering of electrical components; this was engineering of mechanical systems; is that what this was?

A. Every, virtually every mechanical system has an electrical component.

Q. Okay.

A. And a hydraulic component in this particular case.

Q. And when did you -- when you ceased worked with Diamond Turf Lawn Mower, was that an amicable leaving or was there some problem or did

1 everything work out okay with that?

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2 A. Well, there was a, there was a
3 dispute over intellectual property. There was no
4 intellectual property agreement in my employment
5 agreement and there were certain inventions that
6 I made that we were unable to resolve ownership
7 of.

8 Q. Okay. So these were inventions that
9 you developed while you were employed by Diamond
10 Turf Lawn Mower?

11 A. Yes.

12 Q. Okay. Can you describe those
13 inventions to me.

14 A. They related to hydro-mechanical
15 equipment.

16 Q. Okay. What exactly with hydraulic
17 mechanical equipment?

18 A. How much detail you want me to go in
19 to?

20 Q. Well, were they related somehow to
21 the operations of the hydraulics of the equipment
22 or were they strictly mechanical?

23 A. They related to a hydro-mechanical
24 system, which means that it involves the
25 integration of hydraulics into a mechanically

operating piece of equipment.

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Q. Okay. And that's what all these patents, or were all these patents or were all these inventions, rather, the subject of?

A. Yes. Almost all the equipment that Diamond Turf produced or was involved with was hydro-mechanical.

Q. Are there any current patents or patents pending or applications for patents on these things that you hold?

A. No.

Q. Who holds the patent rights or if there are any patent rights, who has applied for those?

A. I'm not aware of any one.

Q. So you're not aware of any one making claim to these intellectual properties at this point?

A. No.

Q. When were you first introduced to Iviewit or its products by Mr. Wheeler? I'm assuming that Mr. Wheeler was the one who introduced you to the company.

A. Yes.

Q. And when was the first time that you

we're talking about them because you said billing statements, which could be something totally different, I don't know.

MR. SELZ: That's the attached exhibits to the Amended Complaint in this matter that we're referring to.

MR. PRUSASKI: Okay. Thanks.

By MR. SELZ:

Q. Now, you had referenced Mr. Dick doing some patent work for yourself; is that correct?

A. Yes.

Q. And was that any patents arising from your employment with Diamond Turf?

A. It was arising from the technology and engineering work that I did, yes.

Q. So the hydro-mechanical work that you had done at Diamond Turf?

A. Yes.

Q. And was there ever a dispute between yourself and the owner of Diamond Turf with regard to the patents involved for that hydro-mechanical work?

MR. PRUSASKI: Objection, relevance and to the form.

THE WITNESS: There was a

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disagreement as to ownership of the intellectual
property.

By MR. SELZ:

Q. There was a dispute?

A. Yes.

Q. Did you ever advise the owner of
Diamond Turf that you were going to patent these
intellectual properties under your own name?

A. I did.

Q. Did you do that prior to patenting
those or after?

A. They were never, they were not
patented.

Q. Okay. They were not patented. Was
the application for patent made?

A. No.

Q. Since your employment with
Iviewit.com or Iviewit, yeah, dotcom, LLC, what
patents have you taken out in your name, sir?

A. I have not taken out any patents in
my name, other than what has been appended to
patents filed by Iviewit and assigned to Iviewit.

Q. Okay. So they're all patents held
by Iviewit and you're named as a co-inventor; is

president and COO of Iviewit to Wachovia?

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A. We shared nondisclosure agreements and communicated as required in order to construct the business plan.

Q. And did they require or request that you provide them with a CV as part of the business plan to evidence your expertise.

A. I believe so.

MR. PRUSASKI: Objection to form.

MR. SELZ: I'll restate the question.

By MR. SELZ:

Q. Did Wachovia Bank request that you provide personal information to them as part of that business plan?

A. Yes.

Q. And did you provide that personal information in the form of a curriculum vitae or CV?

A. It was integrated in prior editions of the business plan and flowed into the one that was developed with Wachovia.

Q. Now, when Chris Wheeler first introduced you to Iviewit, was he aware of the situation at Diamond Turf and yourself and

Mr. Monte Freedkin or what was Mr. Wheeler's

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knowledge of your position at Diamond Turf, to the best of your knowledge?

MR. PRUSASKI: Objection to form.

MR. SELZ: Okay. I'll restate the question. I'm sorry. Getting a little tired.

MR. PRUSASKI: I'm just objecting to the extent that you're asking him what Chris Wheeler's personal knowledge was.

MR. SELZ: Okay.

By MR. SELZ:

Q. To the extent that you know, what was Chris Wheeler's personal knowledge of that situation?

MR. PRUSASKI: Objection to form.

THE WITNESS: I believe Chris, Mr. Wheeler was fully cognizant of my relationship to Diamond Turf Equipment and to Mr. Freedkin.

By MR. SELZ:

Q. And he was aware about your departure from that company and that situation?

A. Yes.

Q. Involving your employed and your change of employment when you left Diamond Turf?

A. Yes.

Q. Other than your retirement at IBM, was there any other reason why you left IBM's employ?

A. No.

Q. Do you have any ongoing dispute with either IBM or Diamond Turf?

A. No.

Q. Going back to the employment of an attorney when you were at Diamond Turf, was there a retainer agreement that you recall signing on behalf of Diamond Turf to employ an attorney there? Or I'll take that back. I think you said that you never employed an attorney there; is that correct?

A. That is correct.

Q. When you hired an attorney personally, did you have a retainer agreement that you signed?

A. No.

Q. Do you have any letter or any other document evidencing the rates to be charged and the services to provided by that attorney?

A. I would have to research that question.

1 training that you've had or maybe you -- you did 113

2 indicate that you had any degree in mathematics.

3 Is that something that you have some experience

4 from from some other portion of your employment

5 or background?

6 A. I have training and experience in

7 mathematics.

8 Q. I'm sorry.

9 A. I say I have training and experience

10 in mathematics.

11 Q. How about in the scaling video

12 invention; is that part of what you've already

13 described?

14 A. That is readily derived from a

15 mathematical background.

16 Q. How about the remote control video

17 applications?

18 A. That's different.

19 Q. Okay. Now going back to --

20 A. What --

21 Q. -- the patent dealing specifically

22 with remote control applications.

23 A. What I did there was I established

24 the fact that the design point that Eliot had

25 discovered in optimizing the quality of the

1 picture that would be transmitted across the 114
2 internet at a given speed, I identified that
3 which he had discovered by an ad hoc process; I
4 discovered the structural basis for that
5 optimization.

6 Q. Okay. So that was something that
7 was outside the scope of what he had already,
8 what Eliot had already discovered?

9 A. It really established why it worked.

10 Q. And is your name on any patent or
11 patent application with regard to that particular
12 technology?

13 A. It possibly is. I don't recall how
14 many of those my name is on since I didn't keep
15 any of those records.

16 Q. How about camera zoom applications?

17 A. Okay. How about camera zoom
18 applications?

19 Q. Is there any patent or patent
20 application dealing with camera zoom
21 applications?

22 A. Not specifically. It was, it was
23 determined that there is a correlation between
24 the zoom and pan that had been developed and what
25 is being used in cameras.

1 Q. Okay. And the correlation was for 115

2 development of future cameras or was that simply
3 an observation that was made?

4 A. It was an observation that current
5 camera technology incorporates zoom and pan
6 technology.

7 Q. Okay. How about any patent or
8 patent applications dealing with scales video or
9 zoom video imaging applications other than what
10 we've already discussed?

11 A. Without looking, and I apologize for
12 this, without looking at the specific patent
13 filings by name and number, I think, you know,
14 we're not really going to be able to get much
15 further on this discussion.

16 Q. Okay.

17 A. I don't want to put you off at all,
18 but I just want to say that to pursue a detailed
19 questioning in this specific area, I need to be
20 able to refresh my mind with what is in the
21 record.

22 Q. Okay. And are those documents that
23 you have in your possession someplace?

24 A. No.

25 Q. You don't have any of the paperwork

THE WITNESS: There was a

266

disagreement as to ownership of the intellectual property.

By MR. SELZ:

Q. There was a dispute?

A. Yes.

Q. Did you ever advise the owner of Diamond Turf that you were going to patent these intellectual properties under your own name?

A. I did.

Q. Did you do that prior to patenting those or after?

A. They were never, they were not patented.

Q. Okay. They were not patented. Was the application for patent made?

A. No.

Q. Since your employment with Iviewit.com or Iviewit, yeah, dotcom, LLC, what patents have you taken out in your name, sir?

A. I have not taken out any patents in my name, other than what has been appended to patents filed by Iviewit and assigned to Iviewit.

Q. Okay. So they're all patents held by Iviewit and you're named as a co-inventor; is

that what it is?

A. Yes.

Q. And Iviewit would be listed as a primary patent holder; is that how it would be?

A. They were assigned to Iviewit.

Q. They were assigned to Iviewit. Are you aware of any police report that was ever filed involving Mr. Mike Real and yourself?

MR. PRUSASKI: Objection, relevance.

By MR. SELZ:

Q. Go ahead and answer the question, if you can, sir.

A. There was a dispute over the nature of the equipment that I bought from Iviewit as --

Q. Well, that really wasn't my question. My question was are you aware of a police report? And it's really a yes or no type of answer.

MR. PRUSASKI: Objection, relevance.

THE WITNESS: I believe there was a report.

By MR. SELZ:

Q. Okay. Do you know who filed that report?

A. Iviewit filed that report as far as

U.S. PROVISIONAL PATENT APPLICATION

for

**ZOOM AND PAN IMAGING
DESIGN TOOL**

Inventors:

**Brian G. Utley
1930 SW 8th Street
Boca Raton, FLORIDA 33486
Citizenship: U.S.**

**FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400**

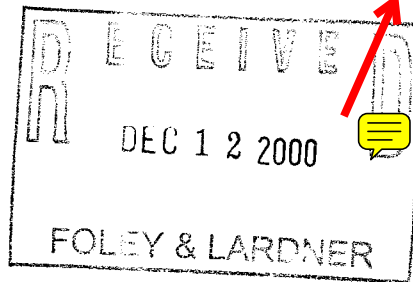


UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
60/233,341	09/18/2000	Brian G. Utley	57103/123

Foley & Lardner
777 East Wisconsin Avenue
Firststar Center
Milwaukee, WI 53202-5367



FORMALITIES LETTER



Date Mailed: 12/04/2000

NOTICE TO FILE MISSING PARTS OF PROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(c)

Filing Date Granted

MP
RESPONSE DUE 04FE2001
DECL FEE

An application number and filing date have been accorded to this provisional application. The items indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The statutory basic filing fee is missing.
Applicant must submit \$ 150 to complete the basic filing fee and/or file a small entity statement claiming such status (37 CFR 1.27).
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$50 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 200.

A copy of this notice MUST be returned with the reply.

James Washington
Customer Service Center
Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY


UNITED STATES PATENT AND TRADEMARK OFFICE

 COMMISSIONER FOR PATENTS
 UNITED STATES PATENT AND TRADEMARK OFFICE
 WASHINGTON, D.C. 20231
 www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
60/233,341	09/18/2000	Brian G. Utley	57103/123

Foley & Lardner
 777 East Wisconsin Avenue
 Firststar Center
 Milwaukee, WI 53202-5367


FORMALITIES LETTER


OC000000005592300

Date Mailed: 12/04/2000

NOTICE TO FILE MISSING PARTS OF PROVISIONAL APPLICATION
FILED UNDER 37 CFR 1.53(c)
Filing Date Granted

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PART 2 - COPY TO BE RETURNED WITH RESPONSE



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	DRAWINGS	TOT CLAIMS	IND CLAIMS
60/233,341	09/18/2000		0	57103/123	7		

Foley & Lardner
777 East Wisconsin Avenue
Firststar Center
Milwaukee, WI 53202-5367

FILING RECEIPT



OC000000005592299

Date Mailed: 12/04/2000

Receipt is acknowledged of this provisional Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. **If an error is noted on this Filing Receipt, please write to the Office of Initial Patent Examination's Customer Service Center. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the PTO processes the reply to the Notice, the PTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).**

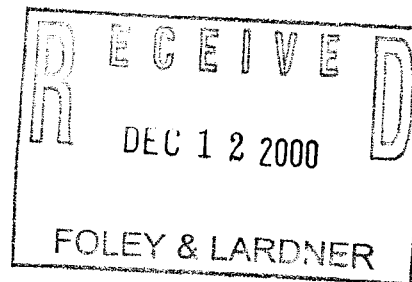
Applicant(s)

Brian G. Utley, Boca Raton, FL ;

Continuing Data as Claimed by Applicant

Foreign Applications

If Required, Foreign Filing License Granted 12/01/2000



Title

Zoom and pan imaging design tool

Preliminary Class

Data entry by : WASHINGTON, JAMES

Team : OIPE

Date: 12/04/2000



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2 internet at a given speed, I identified that
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25 Q. You don't have any of the paperwork

05707

IVIEWIT.COM PATENT STATUS REPORT

LAPSED PROVISIONAL U.S. PATENT APPLICATIONS

TITLE	OUR REF.	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	P006Z	Eliot I. Bernstein	United States	Serial No. 60/149,737	Filed 08/19/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0506	Lapsed <i>P018PCT filed based on this provisional application.</i>
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P007Z	Eliot I. Bernstein	United States	Serial No. 60/155,404	Filed 09/22/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0183	Lapsed <i>P010PCT, P011PCT, P012PCT, P016PCT and P018PCT all filed based on this provisional application.</i>
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P008Z	Eliot I. Bernstein	United States	Serial No. 60/169,559	Filed 12/08/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0220	Lapsed <i>P010PCT, P011PCT, P012PCT and P018PCT all filed based on this provisional application.</i>
Zoom and Pan Imaging Using a Digital Camera	P020Z	Brian Utley	United States	Serial No. 60/223,344	Filed 09/18/00	Not assigned.	Lapsed
Zoom and Pan Imaging Design Tool	P021Z	Brian Utley	United States	Serial No. 60/233,341	Filed 09/18/00	Not assigned.	Lapsed

Management

Whereas the Company has retained Korn / Ferry to assist in the identification and recruitment of a high impact Chief Executive Officer (preferably from the media or entertainment industry) and Chief Technical Officer, iviewit has assembled a complementary and seasoned, management team with Fortune 100 and early-stage, entrepreneurial experience. This team consists of the following personnel:

Brian G. Utley, President (67) — For over 30 years, Mr. Utley was responsible for the development and world-wide management of many of IBM's most successful products such as the AS400 and the PC. His career with IBM culminated with his responsibility as Vice President and General Manager of IBM Boca Raton with a work force of over 6,000 professionals. He is a graduate of San Francisco City College.

Eliot I. Bernstein, Founder and Vice Chairman (37) — Prior to founding iviewit, Mr. Bernstein spent 15 years with SB Lexington where he was President of the West Coast Division creating and developing many innovative, computer-based multi-media marketing tools which remain in use supporting multi-billion dollar service industries. Mr. Bernstein is a graduate of the University of Wisconsin.

Michael A. Reale, Vice President of Operations (60) — Mr. Reale has over 20 years of operations experience, including P&L, quality, and delivery performance accountability. Most recently, Mr. Reale was the Chief Operating Officer for Boca Research (Nasdaq:BOCI), a manufacturer of personal computer enhancement and Internet thin client products. Mr. Reale received his BA and MBA from Pace University.

Raymond T. Hersh, Vice President of Finance (58) — Mr. Hersh has over 35 years of successful business and operating experience involving financial services, telecommunications, manufacturing, and corporate strategic planning. For over 20 years, Mr. Hersh has operated and grown companies in Florida, and most recently, he was co-founder and President/CEO of New Medical Concepts, Inc., a telecom company specializing in providing healthcare information. Earlier, he spent five years as an Enforcement Attorney with the U. S. Securities and Exchange Commission in New York City where he exited as a Branch Chief. He is a member of the New Jersey and New York Bars. Mr. Hersh received his BA from Lafayette College and his LLB/JD from the University of Pennsylvania.

Kevin J. Lockwood, Vice President of Sales and Business Development (40) — Mr. Lockwood joins iviewit from Cylex Systems where he held the position of Executive Vice President of Sales and assisted in securing three rounds of funding exceeding \$20 million. He also held the position of Head of Sales for Acer America, Inc. where he increased sales from a run rate of \$150 million annually to over \$1.5 billion annually in only a 17-month time. In addition, Mr. Lockwood successfully launched the Fujitsu P.C. into the U.S. and in the first year amassed revenues of over \$200 million. He is a graduate of the University of Maryland with a Bachelor of Science degree in Business Administration.

Guy Iantoni, Vice President of Sales (35) — Prior to joining iviewit in 1999, Mr. Iantoni was Senior Financial Representative with Fidelity Investments. From 1995 to 1997, he served as an Investment Management Consultant to the private client group of Morgan Stanley Dean Witter & Company, Inc. Mr. Iantoni has developed computer databases and systems to effectively market and target segments in both the financial markets and the healthcare industries. Mr. Iantoni is a graduate of the University of Wisconsin with an advanced degree in Pharmacy.

Strategic Alliances

iviewit is creating a stable of strategic partners in the areas of technology, R&D, applications development, and video hosting and delivery. The Company has partnered with key industry leaders to develop precedence in the market. Partners include Greg Manning Auctions, Atlas Entertainment, Medical Online, Digital Island, Burst.com, and Versifi.

or where the site of that lawsuit was?

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A. No.

Q. Was it in the federal court or state court?

A. I don't know.

Q. Was your deposition taken in the State of Florida --

A. No.

Q. -- or taken elsewhere?

A. It was taken in New York.

Q. In New York. Okay. Now, going back to something that Mr. Prusaski started but I don't think he completed with was some of your background information about your education. If you can just tell me from undergraduate onward what your educational background is, Sir, schools you attended, years of attendance and degree.

A. I don't have a degree.

Q. Okay.

A. I attended Weaver State University, which was then Weaver College, 1950.

Q. Okay.

A. San Fransisco City College, 1957, 1958.

Q. Okay. And you graduated from San

Francisco College or did not?

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A. I don't have a degree.

Q. Okay. So you never completed your course at San Fransisco then?

A. Right.

Q. With regard to your employment experience, you had stated your employment with IBM. What years was that from, Sir?

A. 1955 through 1992.

Q. 92. And your first employment with IBM in 1955, what position was that in if you can recall?

A. I was employed as a customer engineer.

Q. All right. And after that, you were promoted to what position?

A. In 1960 I was promoted to development engineer, electrical engineer.

Q. At that point, were you supervising a staff or working with other engineers below you at that point?

A. I was involved in design of a computer.

Q. Were you the leader of any design team or were you just an individual engineer



EXHIBIT "B"

Patent Filing Process

- (i) a patent attorney's first contact with a *bona fide* inventor is where that attorney receives a "disclosure" from that inventor, or a series of disclosures, to begin the framework of a provisional²⁵ patent application or a non-provisional²⁶ patent application, and where said inventor certainly was not Utley, Utley was not there at the time of the inventions, as the first disclosures were made to Rubenstein and, upon information and belief, the patent evaluator of, among others, the multimedia patent pools commonly known as Motion Picture Experts Group ("MPEG") 2 and MPEG 4; and
- (ii) from the framework of the first disclosures, a patent counsel then forms "claims" to that invention where the claims are meant to precisely identify to which areas of protection an inventor gleans from the exact description of his or her invention according to the disclosures, and where the drafting of such claims are the exclusive affair of patent counsel subject to review by the inventor, and where said inventor certainly was not Utley; and
- (iii) once the framework of the invention and the claims are approved by an inventor, and in all cases herein, said inventor was not Utley, patent counsel then puts forth to a *bona fide* inventor what is known as the Declaration and Power of Attorney document that contains strict requirements according to the law for inventors and where said inventor was not Utley as he took no part in the formulation of the invention, took no part in the first disclosures of the inventions, took no part, or rather, should have taken only a limited role supporting the inventor in reviewing the claims, and, consequently, signing an Oath of the Applicant according to the evidence presented below, falls outside the requirements of the law in this disingenuous ploy by Respondent and Utley; and
- (iv) once patent counsel has completed all steps in (i) to (iii), and only then, patent counsel actually files a patent application with the United States Patent and Trademark Office ("USPTO"), and where the damage by Respondent had already occurred in (iii); and
- (v) once patent counsel has actually filed an application with the USPTO, from time to time, he or she may be called upon to respond to challenges to the inventions from the USPTO (commonly referred to as office actions) and where the damage by Respondent had already occurred in (iii); and

²⁵ Define provisional

²⁶ Define non-provisional



(vi) and once favorably responded to and having such responses accepted by USPTO to office actions, patent counsel will receive was is known as a Notice of Issuance of the patent for the inventions disclosed and where the damage by Respondent had already occurred in (iii); and

(vii) some three months or so after receiving a Notice of Issuance, the USPTO will afford the applicant (*bona fide* inventor or his assignee as the case may be) a granted patent, and where the damage by Respondent had already occurred in (iii).

VIEWIT.COM PATENT STATUS REPORT

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TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
Apparatus and Method for Producing Enhanced Digital Images	P001 (fka102)	Eliot I. Bernstein	United States	Serial No. 60/125824	Filed 03/24/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0526
Apparatus and Method for Producing Enhanced Video Images	P002 (fka 103)	Eliot I. Bernstein	United States	Serial No. 60137,297	Filed 06/03/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0494
Apparatus and Method for Playing Video Files Across the Internet	P003 (fka 104)	Eliot I. Bernstein	United States	Serial No. 60/137,921	Filed 06/07/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0497
Apparatus and Method for Providing and/or Transmitting Video Data and/or Information in a Communication Network	P004 (fka 105)	Eliot I. Bernstein	United States	Serial No. 60/141,440	Filed 06/29/99	Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/03/00 Reel/Frame: 010523/0574
Apparatus and Method for Producing Enhanced Digital Images	P005 (fka 106)	Eliot I. Bernstein	United States	Serial No. 60/146,726	Filed 08/02/99	Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0509
Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	P006 (fka 107)	Eliot I. Bernstein	United States	Serial No. 60/149,737	Filed 08/19/99	Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame 010523/0506
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P007 (fka 108)	Eliot I. Bernstein	United States	Serial No. 60/155,404	Filed 09/22/99	Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame 010523/0183

VIEWIT.COM PATENT STATUS REPORT

TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P008 (fka 109)	Eliot I. Bernstein	United States	Serial No. 60/169,559	Filed 12/08/99	Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame 010523/0220
Apparatus and Method for Producing Enhanced Digital Images	P009PCT (fka 110)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/07 772	Filed 03/23/00 Priority 03/24/99	Not assigned.	Pending.
System and Method for Streaming an Enhanced Digital Video File	P010PCT (fka 111)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15 408	Filed 06/02/00	Not assigned.	Pending.
System and Method for Providing an Enhanced Digital Video File	P011PCT (fka 112)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15 405	Filed 06/02/00 Priority 03/06/99	Applicant Iviewit Holdings, Inc.	Pending. Written opinion due 06/20/01.
System and Method for Playing a Digital Video File	P012PCT (fka 113)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15 406	Filed 06/02/00 Priority 03/06/99	Applicant Iviewit Holdings, Inc.	Pending. Written opinion due 06/20/01.
System and Method for Streaming an Enhanced Digital Video File	P013 (fka 114)	Eliot I. Bernstein Zakirul A. Shirajee	United States	Serial No. 09/587,730	Filed 06/05/00	Applicant Iviewit Holdings, Inc.	Pending.
System and Method for Playing a Digital Video File	P014 (fka 115)	Eliot I. Bernstein Zakirul A. Shirajee	United States	Serial No. 09/587,026	Filed 06/05/00	Applicant Iviewit Holdings, Inc.	Pending.

IVIEWIT.COM PATENT PORTFOLIO

Tab No.	F&L Dkt. No.	MLG Dkt. No.	Country (Type)	Appl. No.	Filing Date	Application Title	Inventor(s)	Assignee	No. Appl. Pgs/Shts	Priority
1	57103/102	5865-1	U.S. (Provisional)	60/125,824	3/24/1999	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	15/4	N/A
2	57103/103	5865-3	U.S. (Provisional)	60/137,297	6/3/1999	Apparatus and Method for Producing Enhanced Video Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	1/0	N/A
3	57103/104	5865-4	U.S. (Provisional)	60/137,921	6/7/1999	Apparatus and Method for Playing Video Files Across the Internet	Eliot I. Bernstein	Iviewit Holdings, Inc.	1/0	N/A
4	57103/105	5865-4.1	U.S. (Provisional)	60/141,440	6/29/1999	Apparatus and Method for Providing and/or Transmitting Video Data and/or Information in a Communication Network	Eliot I. Bernstein	Iviewit Holdings, Inc.	25/2	N/A
5	57103/106	5865-6	U.S. (Provisional)	60/146,726	8/2/1999	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	18/4	N/A
6	57103/107	5865-5	U.S. (Provisional)	60/149,737	8/19/1999	Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	21/4	N/A
7	57103/108	5865-7	U.S. (Provisional)	60/155,404	9/22/1999	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	29/4	N/A
8	57103/109	5865-8	U.S. (Provisional)	60/169,559	12/8/1999	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	47/5	N/A
9	57103/110	5865-10	PCT (International)	PCT/US00/ 07772	3/23/2000	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	14/4	60/125,824

VIEWIT.COM PATENT PORTFOLIO

Tab No.	F&L Dkt. No.	MLG Dkt. No.	Country (Type)	Appl. No.	Filing Date	Application Title	Inventor(s)	Assignee	No. Appl. Pgs/Shts	Priority
10	57103/111	N/A	PCT (International)	PCT/US00/15408	6/2/2000	System and Method for Streaming an Enhanced Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559
11	57103/112	N/A	PCT (International)	PCT/US00/15405	6/2/2000	System and Method for Providing an Enhanced Digital Video File	Bernstein, Utley, Rosario		33/3	60/137,297 60/155,404 60/169,559
12	57103/113	N/A	PCT (International)	PCT/US00/15406	6/2/2000	System and Method for Playing a Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559
13	57103/114	N/A	U.S. (Non-Provisional)	09/587,730	6/5/2000	System and Method for Streaming an Enhanced Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559 57103/111PCT
14	57103/115	N/A	U.S. (Non-Provisional)	09/587,026	6/5/2000	System and Method for Playing a Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559 57103/113PCT
15	57103/116	N/A	U.S. (Non-Provisional)	09/587,734	6/5/2000	System and Method for Providing an Enhanced Digital Video File	Bernstein, Utley, Rosario		33/3	60/137,297 60/155,404 60/169,559 57103/112PCT
16	57103/118	N/A	PCT (International)	PCT/US00/15602	6/7/2000	System and Method for Video Playback Over a Network	Bernstein, Friedstein, Utley		24/2	60/137,921 60/141,440
17	57103/119	5865-1	U.S.	09/522,721	3/10/2000	Apparatus and Method for Producing Enhanced Digital Images	Bernstein		15/4	60/125,824

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IVIEWIT.COM PATENT STATUS REPORT

UNITED STATES PATENT APPLICATIONS

TITLE	OUR REF.	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
System and Method for Streaming an Enhanced Digital Video File	P010	Eliot I. Bernstein Zakirul A. Shirajee	United States	Serial No. 09/587,730	Filed 06/05/00	Iviewit Holdings, Inc.	Pending. First Office Action received dated 11/10/03.
System and Method for Providing An Enhanced Digital Video File	P011	Eliot I. Bernstein Brian G. Utley Jude R. Rosario	United States	Serial No. 09/587,734	Filed 06/05/00	Iviewit Holdings, Inc.	Pending.
System and Method for Playing a Digital Video File	P014	Eliot I. Bernstein Zakirul A. Shirajee	United States	Serial No. 09/587,026	Filed 06/05/00	Iviewit Holdings, Inc.	Pending.
System and Method for Providing and Enhanced Digital Image File	P018	Eliot I. Bernstein Brian Utley	United States	Serial No. 09/630,939	Filed 08/02/00	Not assigned.	Pending. First Office Action received 10/29/03.
Apparatus and Method for Producing Enhanced Digital Images	P017	Eliot I. Bernstein	United States	Serial No. 09/522,721	Filed 03/10/00	Not assigned	Abandoned. Claims benefit of Provisional Application No. 60/125,824. Deadline to enter National Phase 9/23/01.

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IVIEWIT.COM PATENT STATUS REPORT

FOREIGN PATENT APPLICATIONS

TITLE	OUR REF.	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
System and Method for Streaming an Enhanced Digital Video File	P010EP	Eliot I. Bernstein Zakirul A. Shirajee	EPO - Europe	Serial No. 00938126.0	Filed 06/02/00	Iviewit.com, Inc.	Pending. Published: 3/06/02. Publication No.: 1183870 First Office Action received. Request for Extension to respond pending.
System and Method for Streaming an Enhanced Digital Video File	P010JP	Eliot I. Bernstein Zakirul A. Shirajee	Japan	Serial No. 2001-502364	Filed 06/02/00	Iviewit.com, Inc.	Pending.
System and Method for Streaming an Enhanced Digital Video File	P011EP	Eliot I. Bernstein, Zakirul A. Shirajee	EPO - Europe	Serial No. 00944619.6	Filed 6/20/2000	Iviewit.com, Inc.	Pending. Published: 3/20/02. Publication No.: 1188318 First Office Action received.
System and Method for Streaming an Enhanced Digital Video File	P011JP	Eliot I. Bernstein, Zakirul A. Shirajee	Japan	Serial No. 2001-502362	Filed 6/20/2000	Iviewit.com, Inc.	Pending.
System and Method for Providing and Enhanced Digital Image File	P018EP	Eliot I. Bernstein Brian Utley	EPO - Europe	Serial No. 00955352.0	Filed 08/02/00	Iviewit Holdings, Inc.	Pending. Published: 5/2/2002 Publication No.: 1200935
System and Method for Providing and Enhanced Digital Image File	P018JP	Eliot I. Bernstein Brian Utley	Japan	Serial No. 2001-514379	Filed 08/02/00	Iviewit Holdings, Inc.	Pending.

IVIEWIT.COM PATENT STATUS REPORT

LAPSED PCT APPLICATIONS

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TITLE	OUR REF.	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	APPLICANT	REMARKS
Apparatus and Method for Producing Enhanced Digital Images	P009PCT	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/07772	Filed 03/23/00	Iviewit Holdings, Inc.	Lapsed. <i>Filed based on Provisional Application No. 60/125824 (P001Z).</i>
System and Method for Streaming an Enhanced Digital Video File	P010PCT	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15408	Filed 06/02/00	Iviewit Holdings, Inc.	Lapsed. <i>Filed based on Provisional Application Nos. 60/137,297 (P002Z), 60/155,404 (P007Z) and 60/169,559 (P008Z).</i>
System and Method for Providing an Enhanced Digital Video File	P011PCT	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15405	Filed 06/02/00	Iviewit Holdings, Inc.	Lapsed. <i>Filed based on Provisional Application No. 60/137,297 (P002Z), 60/155,404 (P007Z) and 60/169,559 (P008Z).</i>
System and Method for Playing a Digital Video File	P012PCT	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15406	Filed 06/02/00	Iviewit Holdings, Inc.	Lapsed. <i>Filed based on Provisional Application No. 60/137,297 (P002Z), 60/155,404 (P007Z) and 60/169,559 (P008Z).</i>
System and Method for Video Playback Over a Network	P016PCT	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15602	Filed 06/07/00	Iviewit Holdings, Inc.	Lapsed. <i>Filed based on Provisional Application Nos. 60/137,921 (P003Z), 60/141,440 (P004Z) and 60/155,404 (P007Z).</i>
System and Method for Providing an Enhanced Digital Image File	P018PCT	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/21211	Filed 08/02/00	Iviewit Holdings, Inc.	Lapsed. <i>Filed based on Provisional Application Nos. 60/125824 (P001Z), 60/146,726 (P005Z), 60/149,737 (P006Z), 60/155,404 (P007Z) and 60/169,559 (P008Z).</i>

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IVIEWIT.COM PATENT STATUS REPORT

LAPSED PROVISIONAL U.S. PATENT APPLICATIONS

TITLE	OUR REF.	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
Apparatus and Method for Producing Enhanced Digital Images	P001Z	Eliot I. Bernstein	United States	Serial No. 60/125824	Filed 03/24/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame: 010523/0526	Lapsed <i>P009PCT and P018PCT filed based on this provisional application.</i>
Apparatus and Method for Producing Enhanced Video Images	P002Z	Eliot I. Bernstein	United States	Serial No. 60/137,297	Filed 06/03/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame: 010523/0494	Lapsed <i>P010PCT and P011PCT and P012PCT filed based on this provisional application.</i>
Apparatus and Method for Playing Video Files Across the Internet	P003Z	Eliot I. Bernstein	United States	Serial No. 60/137,921	Filed 06/07/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame: 010523/0497	Lapsed <i>P016PCT filed based on this provisional application.</i>
Apparatus and Method for Providing and/or Transmitting Video Data and/or Information in a Communication Network	P004Z	Eliot I. Bernstein	United States	Serial No. 60/141,440	Filed 06/29/99	Iviewit Holdings, Inc. Assigned: 01/03/00 Reel/Frame: 010523/0574	Lapsed <i>P016PCT filed based on this provisional application.</i>
Apparatus and Method for Producing Enhanced Digital Images	P005Z	Eliot I. Bernstein	United States	Serial No. 60/146,726	Filed 08/02/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame: 010523/0509	Lapsed <i>P018PCT filed based on this provisional application.</i>

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IVIEWIT.COM PATENT STATUS REPORT

LAPSED PROVISIONAL U.S. PATENT APPLICATIONS

TITLE	OUR REF.	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	P006Z	Eliot I. Bernstein	United States	Serial No. 60/149,737	Filed 08/19/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0506	Lapsed <i>P018PCT filed based on this provisional application.</i>
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P007Z	Eliot I. Bernstein	United States	Serial No. 60/155,404	Filed 09/22/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0183	Lapsed <i>P010PCT, P011PCT, P012PCT, P016PCT and P018PCT all filed based on this provisional application.</i>
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P008Z	Eliot I. Bernstein	United States	Serial No. 60/169,559	Filed 12/08/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0220	Lapsed <i>P010PCT, P011PCT, P012PCT and P018PCT all filed based on this provisional application.</i>
Zoom and Pan Imaging Using a Digital Camera	P020Z	Brian Utley	United States	Serial No. 60/223,344	Filed 09/18/00	Not assigned.	Lapsed
Zoom and Pan Imaging Design Tool	P021Z	Brian Utley	United States	Serial No. 60/233,341	Filed 09/18/00	Not assigned.	Lapsed

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TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
Apparatus and Method for Producing Enhanced Digital Images	P001 (fka 102)	Eliot I. Bernstein	United States	Serial No. 60/125824	Filed 03/24/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0526
Apparatus and Method for Producing Enhanced Video Images	P002 (fka 103)	Eliot I. Bernstein	United States	Serial No. 60/137,297	Filed 06/03/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0494
Apparatus and Method for Playing Video Files Across the Internet	P003 (fka 104)	Eliot I. Bernstein	United States	Serial No. 60/137,921	Filed 06/07/99	Bernstein to Iviewit LLC to Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0497
Apparatus and Method for Providing and/or Transmitting Video Data and/or Information in a Communication Network	P004 (fka 105)	Eliot I. Bernstein	United States	Serial No. 60/141,440	Filed 06/29/99	Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/03/00 Reel/Frame: 010523/0574
Apparatus and Method for Producing Enhanced Digital Images	P005 (fka 106)	Eliot I. Bernstein	United States	Serial No. 60/146,726	Filed 08/02/99	Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0509
Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	P006 (fka 107)	Eliot I. Bernstein	United States	Serial No. 60/149,737	Filed 08/19/99	Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0506
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P007 (fka 108)	Eliot I. Bernstein	United States	Serial No. 60/155,404	Filed 09/22/99	Iviewit Holdings, Inc.	Abandoned (Provisional Application) Assigned: 01/06/00 Reel/Frame: 010523/0183

VIEWIT.COM PATENT STATUS REPORT

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TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P008 (fka 109)	Eliot I. Bernstein	United States	Serial No. 60/169,559	Filed 12/08/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0220	Abandoned (Provisional Application)
Apparatus and Method for Producing Enhanced Digital Images	P009PCT (fka 110)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/07 772	Filed 03/23/00 Priority 03/24/99	Not assigned.	Pending.
System and Method for Streaming an Enhanced Digital Video File	P010PCT (fka 111)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15 408	Filed 06/02/00	Not assigned.	Pending.
System and Method for Providing an Enhanced Digital Video File	P011PCT (fka 112)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15 405	Filed 06/02/00 Priority 03/06/99	Applicant Iviewit Holdings, Inc.	Pending. Written opinion due 06/20/01.
System and Method for Playing a Digital Video File	P012PCT (fka 113)	Eliot I. Bernstein	Patent Cooperation Treaty	Serial No. PCT/US00/15 406	Filed 06/02/00 Priority 03/06/99	Applicant Iviewit Holdings, Inc.	Pending. Written opinion due 06/20/01.
System and Method for Streaming an Enhanced Digital Video File	P013 (fka 114)	Eliot I. Bernstein Zakirul A. Shirajee	United States	Serial No. 09/587,730	Filed 06/05/00	Applicant Iviewit Holdings, Inc.	Pending.
System and Method for Playing a Digital Video File	P014 (fka 115)	Eliot I. Bernstein Zakirul A. Shirajee	United States	Serial No. 09/587,026	Filed 06/05/00	Applicant Iviewit Holdings, Inc.	Pending.

VIEWIT.COM PATENT STATUS REPORT

05707

TITLE	MATTER	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO/ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
System and Method for Providing An Enhanced Digital Video File	P015 (fka 116)	Eliot I. Bernstein Brian G. Utley Jude R. Rosario	United States	Serial No. 09/587,734	Filed 06/05/00	Applicant Iviewit Holdings, Inc.	Pending.
System and Method for Video Playback Over a Network	P016PCT (fka 118)	Eliot I. Bernstein	PCT	Serial No. PCT/US00/15 602	Filed 06/07/00	Applicant Iviewit Holdings, Inc.	Pending Response due 6/29/01.
Apparatus and Method for Producing Enhanced Digital Images	P017 (fka 119)	Eliot I. Bernstein	United States	Serial No. 09/522,721	Filed 03/10/00	Not assigned	Pending. Claims benefit of 60/125,824
System and Method for Providing an Enhanced Digital Image File	P018PCT (fka 120)	Eliot I. Bernstein	PCT	Serial No. PCT/US00/21 211	Filed 08/02/00	Applicant Iviewit Holdings, Inc.	Pending. Deadline for entering into National Phase 04/02/01.
System and Method for Providing and Enhanced Digital Image File	P019 (fka 121)	Eliot I. Bernstein Brian Utley	United States	Serial No. 09/630,939	Filed 08/02/00	Not assigned.	Pending. Deadline to file missing parts 11/29/00.
Zoom and Pan Imaging Using a Digital Camera	P020 (fka 122)	Brian Utley	United States	Serial No. 60/223,344	Filed 09/18/00	Not assigned.	Pending (Provisional Application expires 09/18/01)
Zoom and Pan Imaging Design Tool	P021 (fka 123)	Brian Utley	United States	Serial No. 60/233,341	Filed 09/18/00	Not assigned.	Pending (Provisional Application expires 09/18/01)

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY,
FLORIDA

PROSKAUER ROSE L.L.P.,
a New York limited partnership,

CA 01-04671 AB

Plaintiff,

v.

IVIEWIT.COM, INC., a Delaware
corporation, IVIEWIT HOLDINGS,
INC., a Delaware corporation, and
IVIEWIT TECHNOLOGIES, INC.,
a Delaware corporation.

Defendants.

COPY / ORIGINAL
RECEIVED FOR FILING

JAN 28 2003

DOROTHY H. WILKEN
CLERK OF CIRCUIT COURT
CIRCUIT CIVIL DIVISION

**DEFENDANTS MOTION FOR LEAVE TO AMEND TO ASSERT
COUNTERCLAIM FOR DAMAGES**

Defendants, IVIEWIT.COM, INC., IVIEWIT HOLDINGS,
INC. and IVIEWIT TECHNOLOGIES, INC., by and through their undersigned
counsel, hereby move this Court for Leave to Amend their Answer so as to assert a
counterclaim in this matter pursuant to Rule 1.170(f) of the Florida Rules of Civil
Procedure and as grounds therefore would state as follows:

1. That the Defendants move to amend their answer in this matter so as to
include a counterclaim in this matter, which by its nature appears to be a compulsory
counterclaim to the extent that the issues arise out of the same nexus of events, as

justice requires that the counterclaim be tried at the same time as the complaint and answer so that all pending issues between the parties may be adjudicated in this action.

2. That as a result of fact that additional evidence in support of the Defendants' counterclaims is found in the Plaintiff's own files and records, the Plaintiff will not be prejudiced by the amendment of the Defendants' answer in this matter, nor will this matter be delayed as to the trial of same.

3. Defendants have attached hereto a copy of the proposed counterclaim.

WHEREFORE the Defendants, move this Honorable Court for the entry of an order permitting the Defendants to amend their answer in this matter.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided by U.S. Mail and fax transmission this 20th day of January, 2003 to: Christopher W. Prusaski, Esq., Proskauer Rose, LLP, 2255 Glades Road, Suite 340 W, Boca Raton, FL 33431.

SELZ & MUVDI SELZ, P.A.
214 Brazilian Avenue, Suite 220
Palm Beach, FL 33480
Tel: (561) 820-9409
Fax: (561) 833-9715

By: 

STEVEN M. SELZ
FBN: 777420

IN THE CIRCUIT COURT OF THE
15th JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY,
FLORIDA

PROSKAUER ROSE, LLP, a New York
limited partnership,

Plaintiff,

vs.

CASE NO.: CA 01-04671 AB

IVIEWIT.COM, INC., a Delaware
corporation, IVIEWIT HOLDINGS,
INC., a Delaware corporation and,
IVIEWIT TECHNOLOGIES, INC.,
a Delaware corporation,

Defendants,

COUNTERCLAIM FOR DAMAGES

COME NOW the Counter Plaintiffs, IVIEWIT.COM, INC., IVIEWIT
HOLDINGS, INC., IVIEWIT TECHNOLOGIES, INC. and IVIEWIT LLC,
hereinafter collectively referred to as "IVIEWIT" or Counter Plaintiffs, and hereby
sues Counter Defendant, PROSKAUER ROSE, LLP, hereinafter "PROSKAUER",
a New York limited partnership, and alleges as follows:

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

1. This is an action for damages in a sum greater than \$15,000.00, exclusive

of interest, taxable costs and attorneys fees.

2. Counter Plaintiff, IVIEWIT.COM, INC., is a Delaware corporation, formed by PROSKAUER, which at all times relevant hereto was authorized to conduct and conducted business in Palm Beach County Florida and the State of California.

3. Counter Plaintiff, IVIEWIT HOLDINGS, INC., is a Delaware corporation, formed by PROSKAUER, which at all times relevant hereto was authorized to conduct and conducted business in Palm Beach County Florida and California.

4. Counter Plaintiff, IVIEWIT TECHNOLOGIES, INC., is a Delaware corporation, formed by PROSKAUER, which at all times relevant hereto was authorized to conduct and conducted business in Palm Beach County Florida and the State of California.

5. IVIEWIT LLC, is a Florida limited liability company, formed by PROSKAUER, which, at all times relevant hereto, was authorized to conduct and conducted business in the Palm Beach County Florida and the State of California.

6. Counter Defendant PROSKAUER ROSE, LLP, (hereinafter "PROSKAUER") is a New York limited partnership, operating a law office in Boca Raton, Palm Beach County, Florida.

Boca Raton, Palm Beach County, Florida.

7. BRIAN G. UTLEY, (hereinafter "UTLEY") was at all times relevant hereto a sui juris resident of the State of Florida and who on or about September of 1999 was the president of Counter Plaintiff, IVIEWIT LLC.

8. CHRISTOPHER WHEELER, (hereinafter "WHEELER") is a sui juris individual and resident of Palm Beach County, Florida, who at all times relevant hereto was a partner of PROSKAUER and who provided legal services to the Counter Plaintiffs.

9. KENNETH RUBENSTEIN, (hereinafter "RUBENSTEIN") is a sui juris individual believed to be a resident of the State of New York and who various times relevant hereto was initially misrepresented by WHEELER as a partner of PROSKAUER and later became a partner of PROSKAUER, and who provided legal services to the Counter Plaintiffs both while at Meltzer, Lippie, et al., and PROSKAUER.

10. RAYMOND JOAO, (hereinafter "JOAO") is a sui juris individual believed to be a resident of the State of New York and who at all times relevant hereto was represented to be RUBENSTEIN's associate at PROSKAUER, when in fact JOAO has never been an employee of PROSKAUER but in fact was an employee of Meltzer, Lippie, et al.

11. That beginning on or about November of 1998, the Counter Plaintiff, IVIEWIT, through it's agent and principal, Eliot I. Bernstein ("Bernstein"), held discussions with WHEELER with regard to PROSKAUER providing legal services to the company involving specific technologies developed by Bernstein and two others, which technologies allowed for:

i) Zooming of digital images and video without degradation to the quality of the digital image due to what is commonly refereed to as "pixilation"; and,

ii) The delivery of digital video using proprietary scaling techniques; and,

iii) A combination of the image zoom techniques and video scaling techniques described above; and,

iv) The remote control of video cameras through communications networks.

12. That Bernstein engaged the services of PROSKAUER to provide legal services to the company to be formed, including corporate formation and governance for a single entity and to obtain multiple patents and oversee US and foreign filings for such technologies including the provisional filings for the technologies as described in Paragraph 11 above, the "Technology", and such

other activities as were necessary to protect the intellectual property represented by the Technology.

13. That at the time of the engagement of PROSKAUER, Bernstein was advised and otherwise led to believe that WHEELER was the PROSKAUER partner in charge of the account.

14. Upon information and belief, WHEELER, RUBENSTEIN and JOAO upon viewing the technologies developed by Bernstein, and held by IVIEWIT, realized the significance of the technologies, its various applications to communication networks for distributing video data and images and for existing digital processes, including, but not limited to digital cameras, digital video disks (DVD), digital imaging technologies for medical purposes and digital video, and that WHEELER, RUBENSTEIN and JOAO conspired to undertake and in fact undertook a deliberate course of conduct to deprive Bernstein and IVIEWIT of the beneficial use of such technologies for either the use of third parties, who were other clients of PROSKAUER and WHEELER, or for WHEELER, RUBENSTEIN and JOAO's own financial gain, to the detriment and damage of the Counter Plaintiffs.

15. That WHEELER, who was a close personal friend of UTLEY, recommended to Bernstein and other members of the board of directors of

IVIEWIT that the IVIEWIT engage the services of UTLEY to act as President of the Iviewit.com, LLC based on his knowledge and ability as to technology issues.

16. That at the time that WHEELER made the recommendation of UTLEY to the board of directors, that WHEELER knew that UTLEY was in a dispute with his former employer, Diamond Turf Products and the fact that UTLEY had misappropriated certain patents on hydro-mechanical systems to the detriment of Diamond Turf Products.

17. Additionally, WHEELER was fully aware of the fact that UTLEY was not the highly qualified "engineer" that UTLEY represented himself to be, and that in fact UTLEY lacked real engineering expertise or even an engineering degree and that UTLEY had been fired from Diamond Turf Products due to his misappropriation of patents.

18. That despite such knowledge, WHEELER never mentioned such facts concerning UTLEY to any representative of IVIEWIT and in fact undertook to "sell" UTLEY as a highly qualified candidate who would be the ideal person to undertake day to day operations of IVIEWIT and work on the patents, acting as a qualified engineer.

19. Additionally, WHEELER continued to assist UTLEY in perpetrating such fraud on both the Board of Directors of IVIEWIT and to third parties,

including Wachovia Bank, by approving a false resume for UTLEY to be included in seeking approval of a private placement for IVIEWIT.

20. That based on the recommendations of WHEELER, as partner of PROSKAUER, the board of directors agreed to engage the services of UTLEY as president.

21. That almost immediately after UTLEY's employment and almost one year after initially providing of services, WHEELER provided a retainer agreement for the providing of services by PROSKAUER to IVIEWIT LLC, addressed to UTLEY, a true and correct copy of such retainer agreement (the "Retainer") being attached hereto and made a part hereof as Exhibit "A". That the services provided were in fact to be paid out of the royalties recovered from the use of the Technology, which was to be included in patent pools overseen by RUBENSTEIN.

22. That the Retainer by its terms contemplated the providing of corporate and general legal services to IVIEWIT LLC by PROSKAUER and was endorsed by UTLEY on behalf of IVIEWIT LLC, the Board of Directors of IVIEWIT LLC would not have UTLEY authorized to endorse same as it did not include the intellectual property work which PROSKAUER had already undertaken.

23. That prior to the Retainer, PROSKAUER and WHEELER had provided

legal services to IVIEWIT, including services regarding patent procurement and acted to coordinate such services both internally and with outside counsel, including RUBENSTEIN and JOAO, including times when they were misrepresented as PROSKAUER attorneys.

24. That PROSKAUER billed IVIEWIT for legal services related to corporate, patent, trademark and other work in a sum of approximately \$800,000.00.

25. That PROSKAUER billed IVIEWIT for legal service never performed, double-billed by the use of multiple counsel on the same issue, and systematically overcharged for services provided.

26. That summaries of the billing statements provided by PROSKAUER to IVIEWIT are attached hereto and made a part hereof as Exhibit "B".

27. That based on the over-billing by PROSKAUER, IVIEWIT paid a sum in of approximately \$500,000.00 plus together with a 2.5% interest in IVIEWIT, which sums and interest in IVIEWIT was received and accepted by PROSKAUER.

28. That WHEELER, UTLEY, RUBENSTEIN, JOAO and PROSKAUER, conspired to deprive IVIEWIT of its rights to the technologies developed by Bernstein by:

a) Transferring patents using Foley & Lardner so as to name UTLEY as the sole holder of multiple patents in his individual name and capacity when in fact they were and arose from the technologies developed by Bernstein and others and held by IVIEWIT prior to UTLEY's employment with IVIEWIT, and;

b) Upon discovery of the "lapses" by JOAO, that WHEELER and PROSKAUER referred the patent matters to WILLIAM DICK, of Foley & Lardner, who was also a close personal friend of UTLEY and who had been involved in the diversion of patents to UTLEY at Diamond Turf Products; and,

c) Failing to list proper inventors of the technologies based on improper legal advice that foreign inventors could not be listed until their immigration status was adjusted, resulting in the failure of the patents to include their rightful and lawful inventors and the payment by IVIEWIT for unnecessary immigration work; and,

d) Failing to ensure that the patent applications for the technologies, contained all necessary and pertinent information relevant to the technologies and as required by law; and,

e) Failing to secure trademarks and copyrights and failing to complete trademark and copyright work for the use of proprietary names of IVIEWIT and source code for the Technologies of IVIEWIT as intellectual property, and;

f) Allowing the infringement of patent rights of IVEIWIT and the intellectual property of IVIEWIT by other clients of PROSKAUER and WHEELER, and;

g) Aiding JOAO in filing patents for IVIEWIT intellectual property by intentionally withholding pertinent information from such patents and not filing same timely, so as to allow JOAO to apply for similar patents in his own name, both while acting as counsel for IVIEWIT and subsequently.

29. As a direct and proximate result of the actions of the Counter Defendant, Counter Plaintiffs have been damaged in a sum estimated to be greater than \$10,000,000,000.00, based on projections by Gerald Stanley, CEO of Real 3-D (a consortium of Lockheed, Silicone Graphics and Intel) as to the value of the technologies and their applications to current and future uses together with the loss of funding from Crossbow Ventures as a result of such conduct.

30. All conditions precedent to the bringing of this action have occurred or have been waived or excused.

COUNT I- LEGAL MALPRACTICE

31. This is an action for legal malpractice within the jurisdiction of this court.

32. Counter Plaintiff re-alleges and hereby incorporates that allegations of Paragraphs 1 through 30 as if fully set forth herein.

33. PROSKAUER employed by IVIEWIT for purposes of representing IVIEWIT to obtain multiple patents and oversee foreign filings for such technologies including the provisional filings for the technologies as described in Paragraph 11 above.

34. That pursuant to such employment, PROSKAUER owed a duty to ensure that the rights and interests of IVIEWIT were protected.

35. WHEELER, RUBENSTEIN, JOAO and PROSKAUER neglected that reasonable duty of care in the performance of legal services in that they:

a) Failed to take reasonable steps to ensure that the intellectual property of IVIEWIT was protected; and,

b) Failed to complete work regarding copyrights and trademarks; and,

c) Engaged in unnecessary and duplicate corporate and other work resulting in billing for unnecessary legal services believed to be in excess of \$400,000.00; and,

d) By redacting information from the billing statements regarding services provided so to as to give the appearance that the services provided by PROSKAUER were limited in nature, when in fact they involved various aspects of intellectual property protection; and,

e) By knowingly representing and agreeing to accept representation of

clients in conflict with the interests of IVIEWIT, without either consent or waiver by IVIEWIT.

36. That the negligent actions of PROSKAUER and its partners, WHEELER and RUBENSTEIN, resulted in and was the proximate cause of loss to IVIEWIT.

WHEREFORE, Counter Plaintiff demands judgement for damages against Defendant together with reasonable attorneys fees, court costs, interest and such other and further relief as this Court deems just and equitable.

COUNT II- CIVIL CONSPIRACY

37. This is an action for civil conspiracy within the jurisdiction of this court.

38. Counter Plaintiff re-alleges and hereby incorporates that allegations of Paragraphs 1 through 30 as if fully set forth herein.

39. Defendant, PROSKAUER and UTLEY, WHEELER, RUBENSTEIN and JOAO, jointly conspired to deprive the Counter Plaintiffs of their rights and interest in the Technology.

40. That UTLEY, WHEELER, RUBENSTEIN, JOAO and PROSKAUER with such intent, directed that certain patent rights be put in the name of UTLEY and/or that such patent rights were modified or negligently pursued so as to fail to provide protection of the intellectual property, resulting in the ability of other clients of WHEELER, RUBENSTEIN, JOAO and PROSKAUER to make use of such

technologies without being liable to IVIEWIT for royalties normally arising from such use.

41. That PROSKAUER, without either consent of the Board of Directors or proper documentation, transferred securities to Tiedemann/Prolow Investment Group, which entity was also referred by WHEELER, who acted as counsel for such unauthorized transaction.

42. That upon the discovery of the above-described events and conspiracy, IVIEWIT's lead investor, Crossbow Ventures, ceased its funding of IVIEWIT.

43. That Crossbow Ventures, which was a referral of WHEELER, took a security interest in the Technology under the guise of protecting IVIEWIT and its shareholders from the actions of UTLEY, based on the filing of an involuntary bankruptcy (which was later withdrawn), and as to WHEELER and PROSKAUER based on the instant law suit, when in fact such conduct was motivated by Crossbow's attempts to wrongfully detain the interests of IVIEWIT in the Technology. Such conduct, upon information and belief, was undertaken with the knowledge and assistance of WHEELER and PROSKAUER.

44. As a direct and proximate result of the conspiracy and acts of PROSKAUER, UTLEY, WHEELER, JOAO and RUBENSTEIN, the Counter Plaintiffs have been damaged.

WHEREFORE, Counter Plaintiffs demand judgement for damages against Defendant together with court costs, interest and such other and further relief as this Court deems just and equitable.

COUNT III- BREACH OF CONTRACT

45. This is an action for breach of contract within the jurisdiction of this Court.

46. Counter Plaintiff re-alleges and hereby incorporates that allegations of Paragraphs 1 through 30 as if fully set forth herein.

47. Defendant, PROSKAUER, breached the contract with Counter Plaintiff, IVIEWIT LLC by failing to provide services billed for pursuant to the billing statements presented to the Counter Plaintiffs and over-billing for services provided.

48. That such actions on the part of PROSKAUER constitute breaches of the contract by and between IVIEWIT LLC and PROSKAUER.

49. That as a direct and proximate result of such conduct on the part of PROSKAUER, IVIEWIT LLC has been damaged by overpayment to PROSKAUER and the failure of PROSKAUER to perform the contracted for legal services.

WHEREFORE, IVIEWIT demands judgement for damages against Counter Defendant together with court costs, interest and such other and further relief as this Court deems just and equitable.

**COUNT IV- TORTIOUS INTERFERENCE WITH AN ADVANTAGEOUS
BUSINESS RELATIONSHIP**

50. This is an action for tortious interference with an advantageous business relationship within the jurisdiction of this Court.

51. Counter Plaintiff re-alleges and hereby incorporates that allegations of Paragraphs 1 through 30 as if fully set forth herein.

52. Counter Plaintiff was engaged in negotiations of technology agreements with both Warner Bros. and AOL/Time Warner as to the possible use of the Technologies of the Counter Plaintiffs and investment in Counter Plaintiffs as a strategic partner.

53. That despite the prior representations of RUBENSTEIN, at a meeting held on or about November 1, 2000, by and between UTLEY, RUBENSTEIN and representatives of Warner Bros. as to the Technology of IVIEWIT and the efficacy, novelty and unique methodology of the Technology, RUBENSTEIN refused to subsequently make the same statements to representatives of AOL and Warner Bros., taking the position that since Warner Bros./AOL is "now a big client of Proskauer, I can't comment on the technologies of Iviewit." or words to that effect in response to inquiry from Warner Brother/AOL's counsel as to the status and condition of the pending patents on the intellectual property.

54. That RUBENSTEIN, having served as an advisor to the Board of Directors for IVIEWIT, was aware of the fact that at the time of the making of the statements set forth in Paragraph 50, above, IVIEWIT was in the midst of negotiations with AOL/Warner Bros. as to the possible funding of the operations of IVIEWIT in and sum of between \$10,000,000.00 and \$20,000,000.00.

55. Further, RUBENSTEIN as a partner of PROSKAUER, and despite his clear prior actions in representing the interests of IVIEWIT, refused to answer questions as to the enforcement of the Technology of IVIEWIT, with the intent and knowledge that such refusal would lead to the cessation of the business relationship by and between IVIEWIT and Warner Bros./AOL and other clients familiar with the Warner Bros./AOL technology group then in negotiations with IVIEWIT, including, but not limited to Sony Corporation, Paramount, MGM and Fox.

56. That the actions of RUBENSTEIN were and constituted an intentional and unjustified interference with the relationship by and between IVIEWIT and Warner Bros./AOL designed to harm such relationship and further motivated by the attempts to "cover-up" the conflict of interest in PROSKAUER's representation of both IVIEWIT and Warner Bros./AOL.

57. That indeed, as a direct and proximate result of the conduct of RUBENSTEIN, Warner Bros./AOL ceased business relations with IVIEWIT to the

damage and detriment of Counter Plaintiffs.

WHEREFORE, Counter Plaintiffs demand judgement for damages against Counter Defendant together with court costs, interest and such other and further relief as this Court deems just and equitable.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been provided by U.S. Mail and fax transmission this 19th day of January, 2003 to: Christopher W. Prusaski, Esq., Proskauer Rose, LLP, 2255 Glades Road, Suite 340 W, Boca Raton, FL 33431.

SELZ & MUVDI SELZ, P.A.
214 Brazilian Avenue, Suite 220
Palm Beach, FL 33480
Tel: (561) 820-9409
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By: 

STEVEN M. SELZ
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LAW OFFICES OF
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TELEPHONE: (310) 553-0305 TELECOPIER: (310) 553-5036

TELECOPIER TRANSMITTAL SHEET

DATE: May 19, 2000

RECIPIENT: Mr. Brian Utley

FROM: Alan J. Epstein, Esq.

FAX NUMBER: (561) 999-8810

RE: Iviewit Summary Letter

NUMBER OF PAGES: 3 (including cover page)

CC: Michele M. Mulrooney, Esq.
James R. Jackoway, Esq.

MESSAGE:

Dear Brian:

Attached is a draft letter I would like to send to Pacific Capital Group (the company which founded Global Crossing), Waterview Partners (a \$240 million venture fund founded by Frank Biondi, the former chairman of Universal Pictures) and KPE (New York-based venture and service firm focusing on entertainment industry internet applications). I would very much appreciate your reviewing the letter for accuracy as soon as possible and providing me with your comments.

Best regards.



This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential or exempt from disclosure under applicable Federal or State law. If the reader of the message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via regular U.S. mail.

If all pages are not received, please contact sender at (310) 553-0305. Thank you.

G:\WP\AJE\FAX\UTLEY.DOC

May 19, 2000

VIA MESSENGER

Mr. Gregg W. Ritchie
Pacific Capital Group, Inc.
360 N. Crescent Drive
Beverly Hills, CA 90210

Re: iviewit.com

Dear Gregg:

I very much enjoyed meeting you for lunch earlier this week. As promised, enclosed is a copy of the Business Plan for our client, iviewit.com.

Iviewit has developed two proprietary and complimentary technologies to enhance video and images delivered on the internet. The first is a state-of-the-art technology which enables full-screen, full-frame rate (i.e., 30 frames per second) streaming video to be viewed by any internet video player at bandwidths as low as 150 kbps, with increased quality and reduced file size. The second digital imaging technology creates an opportunity for full screen still images and 360° panoramic views that can be magnified with minimal image distortion.

Iviewit has protected its technologies by filing and securing eight patent pending applications, and is currently buffering and expanding those patents through a significant supplemental filing. Iviewit is represented by several of the most prominent patent law firms and attorneys in the world. Bill Dick, who is the head of the intellectual property department of Foley & Lardner in Milwaukee, Wisconsin, was formerly in charge of IBM's foreign patent division. Mr. Dick and his patent team of attorneys are preparing all of iviewit's supplemental patent filings and are drafting all of iviewit's license agreements. Iviewit's potential patent litigation (if any) will be handled by Ken Rubenstein, who is the head of intellectual property litigation group at the law firm of Proskauer Rose in New York City. Mr. Rubenstein is in charge of all patent litigation on behalf of the MPEG patent pool, in addition to a number of other high-profile technology litigation matters.

Mr. Gregg W. Ritchie

May 19, 2000

Page 2

Iviewit has licensed its technology and providing services to a number of substantial clients, such as hollywood.com, broadway.com, Hyatt Hotels and Resorts, and Great Expectations Dating Service. Iviewit also is in final negotiations to license its technology to playboy.com, medicalonline.com (x-rays, MRI's CT-scans, etc.) americanenterprise.com (multi-hour surgical and educational videos), gregmanningauctions.com (one of the largest auction houses) and many other clients in the entertainment, health care, automotive and other industries.

Iviewit initially raised \$500,000 of seed capital from Wayne Huizenga's venture group (at a \$10 million post-money value). Within the last few months, Iviewit raised \$1.5 million in a Series A round at a \$25 million post-money valuation from an investment group led by several individuals who previously ran Merrill Lynch's venture division. Iviewit is currently seeking an additional \$1-\$2 million in the Series A round, with a Series B round (\$10 million minimum) to follow later this year. The proceeds will be used to provide working capital (including the leasing/purchase of equipment and facilities) which will enable iviewit to fulfill its substantial backlog of orders and to expand its licensing operations. Iviewit is currently in discussions with several of the nation's leading investment banks to lead the Series B fundraising efforts.

The iviewit technology is most easily explained through a demonstration. If Pacific Capital or its Venture Group are interested in learning more about the company, please let me know and I will arrange to have the principals fly to Los Angeles for a meeting. Although you can see some of the company's technology and applications on the website (www.iviewit.com), the highest-quality work is not available for public viewing and is best seen through a private demonstration.

I look forward to hearing from you.

Best regards.

Very truly yours,

Alan J. Epstein

iviewit
- sen 'l
mmm

LAW OFFICES

ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER

A PROFESSIONAL CORPORATION

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OF COUNSEL
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ARTHUR O. ARMSTRONG
RONALD J. BASS
GERALDINE S. HEMMERLING
OUR FILE

May 30, 2000

VIA MESSENGER

Ms. Kimberly Chu
WaterView Advisors, LLC
2425 Olympic Boulevard
Suite 4050
Los Angeles, CA 90404

Re: iviewit.com

Dear Kimberly:

Following up on our telephone conversation last week, enclosed is a copy of the Business Plan for our client, iviewit.com.

Iviewit has developed two proprietary and complimentary technologies to enhance video and images delivered on the internet. The first is a state-of-the-art technology which enables full-screen, full-frame rate (i.e., 30 frames per second) streaming video to be viewed by any internet video player at bandwidths as low as 150 kbps, with increased quality and reduced file size. The second digital imaging technology creates an opportunity for full screen still images and 360° panoramic views that can be magnified to the optical limit with minimal image distortion.

Iviewit has protected its technologies by filing and securing eight patent pending applications, and is currently buffering and expanding those patents through a significant supplemental filing. Iviewit is represented by several of the most prominent patent law firms and attorneys in the world. Bill Dick, who is the most senior member of the intellectual property department of Foley & Lardner in Milwaukee, Wisconsin, was formerly in charge of IBM's patent and licensing operations in the Far East and in other territories. Mr. Dick and his patent team of attorneys are preparing all of iviewit's supplemental patent filings and are drafting all of iviewit's license agreements. Iviewit's potential patent litigation (if any) will be handled by Ken Rubenstein, who is the head of intellectual property litigation group at the law firm of Proskauer Rose in New York City. Mr. Rubenstein is in charge of all patent litigation on behalf of the MPEG patent pool, in addition to a number of other high-profile technology litigation matters.

Ms. Kimberly Chu
May 30, 2000
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Iviewit has licensed its technology and providing services to a number of substantial clients, such as Hollywood.com, Broadway.com, Hyatt Hotels and Resorts, and Great Expectations Dating Service. Iviewit also is in final negotiations to license its technology to Playboy.com, MedicalOnline.com (x-rays, MRI's CT-scans, etc.) AmericanEnterprise.com (multi-hour surgical and educational videos), GregManningAuctions.com (one of the largest auction houses) and many other clients in the entertainment, health care, automotive and other industries.

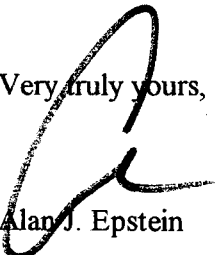
Iviewit initially raised \$500,000 of seed capital from Wayne Huizenga's venture group (at a \$10 million post-money value). Within the last few months, Iviewit raised \$1.5 million in a Series A round at a \$25 million post-money valuation from an investment group led by several individuals who previously ran Merrill Lynch's venture division. Iviewit is currently negotiating with an investment group for an additional \$2 million in the Series A round, with a Series B round (\$10 million minimum) to follow later this year. The proceeds will be used to provide working capital (including the leasing/purchase of equipment and facilities) which will enable iviewit to fulfill its backlog of orders and to expand its licensing operations. Iviewit is currently in discussions with several of the nation's leading investment banks to lead the Series B fundraising efforts.

The iviewit technology is most easily explained through a demonstration. If you or your colleagues at WaterView are interested in learning more about the company in the context of a Series A and/or Series B round investment or a licensing or other strategic relationship, please let me know and I will arrange to have the principals fly to Los Angeles (or New York, if you prefer) for a meeting. Although you can see some of the company's technology and applications on the website (www.iviewit.com), the highest-quality work is not available for public viewing and is best seen through a private demonstration.

I look forward to hearing from you.

Best regards.

Very truly yours,



Alan J. Epstein

Ms. Kimberly Chu
May 30, 2000
Page 3

AJE/rdq

G:\WP\AJE\LETTERS\RITCHIE.COM

cc: Mr. Eliot Bernstein
Mr. Brian Utley
Mr. Maurice Buchsbaum
(w/o encls.)

LAW OFFICES

ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER

Ms. Kimberly Chu

May 30, 2000

Page 4

bcc: Michele M. Mulrooney, Esq.
James R. Jackoway, Esq.

LAW OFFICES

ARMSTRONG HIRSCH JACKOWAY TYERMAN & WERTHEIMER

A PROFESSIONAL CORPORATION

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OF COUNSEL
ALLAN L. ALEXANDER
ARTHUR O. ARMSTRONG
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GERALDINE S. HEMMERLING

OUR FILE

June 9, 1999

9999

Via Facsimile 561-241-7145

Christopher C. Wheeler, Esq.
Proskauer Rose LLP
2255 Glades Road
Suite 340 West
Boca Raton, Florida 33431-7360

Re: iviewit

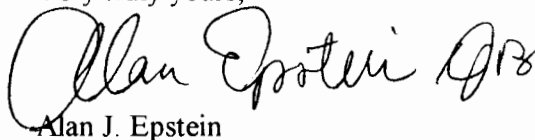
Dear Christopher:

I would very much appreciate your sending two Confidentiality Agreements to Mr. Gemal Seede, one addressed individually and one to Netcubator, the company which employs him at address below:

Mr. Gemal Seede
Netcubator
30 W. Green Street
Pasadena, California 91105
Facsimile: 626-449-4395

Please send the Confidentiality Agreements directly to Mr. Seede, with a copy to my attention. Also please include in your cover letter a statement, similar to the one set forth in the Confidentiality Agreement you sent to Richard Rossman on April 26th, regarding Proskauer's general views on the novel and protectible nature of the patents and technology.

Very truly yours,


Alan J. Epstein

AJE:jbn
AJE\LETTERS\WHEELER1.LTR

Christopher C. Wheeler, Esq.
June 9, 1999
Page 2

cc: Mr. Eliot Bernstein
Mr. Jeff Freedstein
Michele M. Mulrooney, Esq.
James R. Jackoway, Esq.

PROSKAUER ROSE LLP

2255 ... Road
Suite ... West
Boca Raton, FL 33431-7360
Telephone 561.241.7400
Elsewhere in Florida
800.432.7746
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NEW YORK
LOS ANGELES
WASHINGTON
NEWARK
PARIS

Christopher C. Wheeler
Member of the Firm

Direct Dial 561.995.4702
cwheeler@proskauer.com

June 8, 1999

Via Fax

Mr. Amre Youness
Mr. Ahmed Alfi
Mr. Frank Khulusi
301 North Lake Avenue, Suite 910
Pasadena, CA 91101

Gentlemen:

At the request of Alan Epstein, I am forwarding the enclosed Confidentiality Agreements to you. I would appreciate your signing and returning your Agreement to me.

We have undertaken representation of iviewit, Inc. ("iviewit") and are helping them coordinate their corporate and intellectual property matters. In that regard, we have reviewed their technology and procured patent counsel for them. We believe the iviewit technology is far superior to anything presently available with which we are familiar. iviewit has filed a provisional patent application on a method for providing enhanced digital images on telecommunications networks. We are advised by patent counsel that the process appears novel and may be protected by the patent laws. While in all matters of this sort, it is far too early to make any final pronouncements. We do believe that there is an extremely good prospect that iviewit will protect their process which is novel and superior to any other format which we have seen.

Sincerely,



Christopher C. Wheeler

CCW/gb

cc: Alan J. Epstein - Via Fax


world. Founded in 1875 in New York City, the firm employs 475 attorneys and has wide experience in all areas of practice important to businesses, including corporate finance, mergers and acquisitions, real estate transactions, bankruptcy and reorganizations, taxation, litigation and dispute resolution, intellectual property, and labor and employment law.

Armstrong Hirsch Jackoway Tyerman & Wertheimer, P.C.

One of the nation's leading entertainment law firms. Based in Los Angeles, California, it represents many of the most prominent actors, writers, directors and producers of feature films, television programming and other entertainment content. The firm also represents various content and technology companies in the Internet industry, including prominent web sites, entertainment-oriented portals, aggregated celebrity sites and various e-commerce companies. The firm is assisting in developing the business structure and strategic relationships for iviewit.

Foley & Lardner

One of the oldest and largest law firms in America. Founded in 1842, the firm now has more than 750 attorneys in 14 offices, following the February 1996 merger with Weissburg and Aronson, Inc. Foley & Lardner's over 100 highly skilled intellectual property attorneys constitute one of the largest and most sophisticated technology groups in a general-practice law firm in the United States. As one of the few large national law firms with a global intellectual property law group, it is uniquely positioned to help iviewit capitalize on its foreign filings. The firm's broad-based representations in litigation, regulatory affairs and general business counseling is complemented by one of the world's most highly trained staffs, which includes 65 engineering and advanced technical degrees, including 12 Ph.D.'s. The list of clients using Foley & Lardner to fill their intellectual property legal needs ranges from small entrepreneurial start-up companies to large international and multinational corporations. Foley & Lardner attorneys provide solutions and successfully serve the needs of clients around the world, including those situated in the United States, Canada, Latin America, the European Union, Eastern Europe, the Middle East, and the Pacific Rim.

- 
- **William J. Dick** - Special Counsel to the West Palm Beach office of Foley & Lardner. A member of the firm's Intellectual Property Department (Electronics Practice Group), Mr. Dick currently focuses on mentoring other members of the Electronics and Consumer Products Practice Groups in various IP related matters. He also conducts weekly classes in patent related matters for new associates. Mr. Dick joined Foley & Lardner after 26 years with IBM. He began as a patent attorney, and has handled all phases of patent, trademark and copyright duties, including litigation. Mr. Dick's most recent position with IBM was as Assistant General Counsel to IBM Asia Pacific. Mr. Dick is a graduate of the University of Virginia (B.M.E., 1956; L.L.B., 1962 changed to J.D., 1970)
 - **Douglas Boehm** - a partner in the Milwaukee office of Foley & Lardner and a member of the firm's Intellectual Property Department (Consumer & Industrial Products Practice Group and Health Information Technology Practice Group), Mr. Boehm practices in the areas of patent, trademark, copyright, and trade secret counseling; U.S. and foreign patent prosecution; and computer software and intellectual property licensing and technology transfers. Mr. Boehm's technical focus encompasses electrical and electronic engineering, including analog/digital/RF circuitry, radio telecommunications, lasers and fiber optics, and computer hardware and software. He has extensive experience in private industry, having worked as a development engineer and patent agent for Motorola, and as patent counsel for a subsidiary of Amoco Technology Company.

reason that you can recall whatsoever why these
two computers were given the names Nitro and
Bomber?

155

A. Well, at their inception, they were
reasonably current in the state of the art.

Q. Okay. So they were basically quick
and they were high-capacity machines and they
were desirable; is that what they were?

A. Well, let me position that.

Q. Okay.

A. At the time of their inception, they
would be considered to be reasonably current in
the state of the art. But we all know at what
rate the technology moves.

Q. Okay. So about three months after
they were created, they were no longer state of
the art?

A. That's very often the case.

Q. Okay. With regard to William Dick
and Foley & Lardner, do you have any relationship
or continue a relationship with either Foley &
Lardner or Mr. Dick?

A. No.

Q. Have you known Mr. Dick in any other
setting other than related to Iviewit?

A. He worked for me at IBM as manager 156
of the intellectual property department.

Q. And is that why -- or strike that.
Did you recommend that Mr. Dick be
retained for the intellectual property work for
Iviewit?

A. Actually, I used Mr. Dick as a
reference or a consultant to determine who
Iviewit should consider retaining for its
intellectual property work.

Q. And Mr. Dick was subsequently, Foley
& Lardner and Mr. Dick was subsequently employed
for that purpose?

A. Mr. Dick was never employed by
Iviewit, but Mr. Dick was retained by Foley &
Lardner as a senior staff member because of his
broad experience both before the bench and
worldwide in intellectual property matters and,
and he endorsed Foley & Lardner as a competent
intellectual property company that would handle
our affairs. I trusted his judgment.

Q. Now, are you aware of any
relationship between Iviewit and Real 3D?

A. Real 3D were brought into the
picture by Mr. Wheeler. They were a resource by

WILLIAM DICK BILLING ENTRIES FOR FOLEY AND LARDNER

Date	Firm	Partner	Partner	Partner	Notes	
4/3/2000	FL	Dick	Utley		Call to arrange meeting for 4/7/00	57103
4/7/2000	FL	Dick	Utley		Conf Utley re meeting cancellation	57103
4/10/2000	FL	Boehm	Dick		Conf re IP matters	57103
4/10/2000	FL	Dick	Utley	Bernstein	Meeting with Utley & Bernstein	57103
4/10/2000 cont	FL	Dick	Becker		Re conflicts check	57103
4/10/2000	FL	Dick			Draft Engagement Letter	57103
4/10/2000 cont	FL	Dick	Boehm	Becker	Discussion with????	57103
4/10/2000 cont	FL	Dick	Utley	Teth	Note re sending firm materials	57103
4/13/2000	FL	Dick	Boehm		Re: engagement letter to Utley conf	57103
4/21/2000	FL	Boehm	Dick	Becker	Office conf regarding patent matters????	57103
4/21/2000	FL	Becker	Dick		Phone Dick??	57103
4/21/2000 cont	FL	Becker	Boehm		Office conf??	57103
4/21/2000	FL	Dick	Utley		Meeting??	57103
4/21/2000 cont	FL	Dick	Bernstein		Discussion?	57103
4/21/2000 cont	FL	Dick	Bernstein		Briefly review 8 patent apps in attempt to understand scope of work needed, request copies of materials	57103
4/24/2000	FL	Boehm	Dick		Re patent matters?????	57103

4/24/2000	FL	Becker	Dick		Conf???	57103
4/24/2000	FL	Dick	Utle		Conf??	57103
4/24/2000 cont	FL	Dick	Becker	Boehm	Conf re copying material, pick up material, sort and send to Boehm.	57103
4/25/2000	FL	Dick	Mantecon		Conf re copying of material, pick up, sort and send to Boehm	57103
4/25/2000	FL	Dick	Various People???		Meeting w various people (WHO??) during visit to pick up material	57103
4/26/2000	FL	Dick	Boehm	Becker	Note re files	57103
4/27/2000	FL	Boehm	Dick		Re IP file status	57103
4/28/2000	FL	Dick	Boehm	Becker	Meeting with?	57103
5/1/2000	FL	Boehm	Dick	Becker	Conf re IP portfolio and lviewit tech	57103-0101
5/1/2000 cont	FL	Becker	Boehm	Dick	Office conf??	57103-0101
5/1/2000 cont	FL				Search for patents and background art	57103-0101
5/1/2000	FL	Dick	Utle		Communications with Mr. Utle. Vague	57103-0101
5/1/2000	FL	Dick	Becker	Boehm	Conf call (MAYBE THIS CALL IS RELATED TO WHEELER / JOAO ANONYMOUS BILLING IN PR BILL)	57103-0101
5/2/2000 cont	FL	Boehm	Dick		Re schedule meeting	57103-0101
5/2/2000	FL	Becker	Dick		Conf???	57103-0101
5/2/2000	FL	Dick	Boehm		Discussion re schedule and meeting with Utle	57103-0101
5/3/2000	FL	Boehm	Utle	Dick/Becker	Travel to Boca and discuss various ip matters	57103-0101
5/3/2000	FL	Becker	Utle	Dick/Becker	Travel to Boca and discuss various ip matters	57103-0101
5/5/2000	FL	Boehm	Dick		Conf re meeting results	57103-0101
5/16/2000 cont	FL	Boehm	Becker	Dick	Re iviewit inventions	57103-0101
5/16/2000	FL	Dick	Boehm		Regarding IP matters	57103-0101
5/30/2000	FL	Boehm	Dick/Becker	Joao	Re iviewit Technology and prov apps	57103-0101
5/30/2000	FL	Becker	Dick	Boehm	Office conf	57103-0101
5/30/2000	FL	Dick	Boehm/Becker	Utle/Bernstein	Conf. Forgets Joao	57103-0101
6/9/2000	FL	Boehm	Dick		Conf with Dick re iviewit matters. Vagueness	57103-0101

6/12/2000	FL	Boehm	Dick	Buchsbaum	Conf re upcoming investor (WHO??) meeting and materials required, prepare notes re same	57103-0101
6/12/2000	FL	Becker	Dick		Office conf???	57103-0101
6/12/2000	FL	Dick	Buchsbaum		Discussion with Buchsbaum	57103-0101
6/12/2000 cont	FL	Dick	Boehm	Becker	Later discussion regarding session with investors	57103-0101
6/20/2000	FL	Boehm	Dick		Conf w Dick regarding NDA	57103-0101
6/20/2000 cont	FL	Boehm	Dick	Utley	Revise NDA and send to Utley	57103-0101
6/20/2000	FL	Dick	Boehm		Re NDA and disclosure of patent app for eval purposes	57103-0101
7/11/2000	FL	Boehm	Dick		Conf w Dick (WHO DOES NOT BILL FOR THIS) re technology lics agreements	57103-0101
8/7/2000	FL	Boehm	Dick/Wachovia Securities	Utley/Bernstein in	Conf Bernstein Utley Dick Wachovia reps re IP licensing matters	057103-0101 General File
8/7/2000 cont	FL	Boehm	Bernstein		Attend to misc correspondence regarding copies of Video Imaging Apps	057103-0101 General File
8/7/2000	FL	Dick	Wachovia		Tele conf with Wachovia reps (WHO??) and client (WHO???) re technology licensing strategy	057103-0101 General File
8/7/2000 cont	FL	Dick	Boehm		Tele conf with Boehm re Tele conf with Wachovia reps (WHO??) and client (WHO???) re technology licensing strategy	057103-0101 General File

CORRECTED VERSION - CORRECTED ON 5/14/2003
Transcription of Telephone Conference
Conducted July 31, 2000

Participants:

Simon Bernstein, Eliot Bernstein, Maurice Buchsbaum,
Brian Utley, Doug Boehm, Chris Wheeler

Note: Square brackets [] are used to indicate inaudible or indecipherable text. Text found inside brackets indicates transcriptionist's best guess. Since speaker names are not specifically identified, transcriptionist has made an attempt to identify based upon comments made in conversation but cannot guarantee that each speaker has been accurately identified. Note also that this recording has numerous instances of participants speaking at once or carrying on simultaneous side conversations that make it difficult to follow and transcribe the entire line of discussion.

Utley: <begins midstream>...status of the original digital image filings, and basically the fact that the original filings do not cover the full subject matter of the imaging technology; and to wit, one of the omissions, in particular in reading the claims section of the provisional and the formal filing, relates to the zooming and panning capability that is inherent in the technology. This has become a topic due to the fact that we are currently in the second phase of filing imaging patent protection which is driven by the provisionals that were filed later last year, between August and December of last year. So the concern that were expressed by Eliot in reviewing this is that this omission of the zooming and panning capability was attributable to a failure, for whatever reason, on the part of Ray Joao, the patent attorney of record, in constructing and putting together the provisional and formal filing<tape cuts out here> did I say it is that right Eliot

E Bernstein I believe so

Utley Is that your understanding

E Bernstein Correct

Utley The purpose of this meeting is to review the facts and I think there are two particular points that are ...that are important to moving ahead. The first is: "Given that the filings are what they are, and given what we know about the filing which is scheduled to take place this week on Wednesday, what means do we have to correct the situation; and given whatever corrections we find, what then is the impact or exposure to iviewit based upon what actions we can take. Then, lastly, what, if any, recourse might iviewit have vi sa vi the omissions in the original filings Are there any other issues, Doug?

Bernstein: Yeah, just correcting back to Ray Joao's work of the formal filing that he filed. Do we have a copy of that?

Utley: I do have that.

Bernstein: I don't. I've got the provisional and I've got...

Boehm: Everything is on the table

Utley: you should have...the formal.

Bernstein: This one?

Utley: Yes, that's the formal.

Bernstein: Okay.

Simon Bernstein: I just have one question. Does anybody have, or are we allowed to get, the files of Ray Joao?

Boehm: I have them.

Wheeler: Do you have all of the work that he had?

Bernstein: No, not all of it.

Utley: What was purported to be in the files?

Bernstein: And he also claimed to us that he destroyed part of his files.

Boehm: And I have some of his files. I have what was purported to be all of the firms' files.

<Inaudible comment.>

Utley: Well, there's a whole history, then, because I tried to get complete copies of the files originally, and found out later that not only did he not send us all the files, he didn't even mention that there was an extra filing out there that we didn't even know about.

Bernstein: This one that's in question.

Boehm: Yep

Simon Bernstein: You have no notes, no data on...?

Boehm: No, I have the application. I have things that you could get from the US patent office—that I could get from the US patent office. I have very few notes. I do have some scribbled Ray Joao's notes, but I think you gave me those notes.

Utley: I did. I gave you Bill Dick after Bill yourself[] the notes that I had.

Bernstein: And Ray's made disclosures to us that he destroyed the documents to protect us, which I don't know what he was thinking.

Simon Bernstein: Destroyed what documents?

Bernstein: Whatever he had in his files. Other patent copies, copies of the drafts as they proceeded...all that he destroyed to protect us from something I asked him to explain, and his reasoning...because I said to him, you know, usually you destroy documents when you are protecting somebody from something illegal or something. Have I done something that would force you to hurt me possibly? He said it was typical, normal, that all lawyers destroy their records.

Simon Bernstein: If that, in fact, is the case—I've never heard of a lawyer you know other than Nixon destroying anything the work is ours. Am I right Chris when we pay for a lawyer and we pay for the work, the work is ours.

Wheeler: The work product is yours. He may maintain copies of his files and everything; or his confidential notes to himself are not necessarily yours. But the work "product" is...

Simon Bernstein: Would you say that anything germane to the issue belongs to him?

Wheeler: Well, I mean if he wrote notes...in sidebars...yeah.

Bernstein: How about revised patents[]. How about copies? Works in progress

Wheeler: But things which would reinforce your patent, obviously, that is germane to the strength of your patent yes, you would be entitled to copies I don't think we disagree.

Bernstein: He's claiming He destroyed all faxes.

Wheeler: Can I ask you a question?

Bernstein: Yes.

Wheeler: Just so both of us understand...was this patent done prior to his flying down here, or was this patent done as a result of his flying down here and having discussions with you? I was under the impression that when he flew down here—this was before Brian came—I was under the impression that followed our meeting with Reel 3-D. I was under the impression that he was coming down to discuss, at the very least, the video aspect so that you could complete that; but were you also completing the imaging patent?

Bernstein: Correct.

Wheeler: So he went to your [kitchen]?

Bernstein: Right. And we spent days there

Wheeler: And the two of you spent all the days...

Bernstein: Correct.

Wheeler: And did he, in front of you, write notes?

Bernstein: Tons. Hundreds

Wheeler: And did he then produce them on his computer and type out certain things?

Bernstein: Yes.

Wheeler: I was under the impression he was doing that with you.

Bernstein: He did.

Wheeler: And did you read those?

Bernstein: I did. I did - now going to that same nature, that's the provisional I think we're talking about...

Wheeler: Right.

Bernstein: But he flew out here again with me and Brian and went through this as he went to file this--this is a 3/23/2000 file--that also fails to make mention of.

Wheeler: So that's the formal file...the formal one?

Bernstein: The formal file. So both also missed the point.

Wheeler: I just wanted to know and to put things in proportion, when you read the provisionals, because Brian wasn't with the company right now and then, and when there were all those drafts, because obviously we didn't see them...

Bernstein: Well, you saw because we gave you all the documents. I'd get a document from Ray and bring it to you so you would have records of everything up to that point because I didn't want to keep them at my house.

Wheeler: The final...the final...but I'm not reviewing the patent. I was keep maintaining it as...

Bernstein: Okay, but you have every record...

Wheeler: Everything you gave me we maintain. We don't...

Simon Bernstein: Any notes should be produced...

Wheeler: We don't throw away anything.

Bernstein: Yeah, I know.

Simon Bernstein: I know you don't you're very thorough.

Wheeler: So, I'd file it away; so if you gave it to me, it's in our archives.

Bernstein: Right.

Wheeler: I wanted to know, when you read those drafts...

Bernstein: Oh, it was...it was clear

Wheeler: Answer my question...when you read the drafts, did you see the panning and scanning elements?

Bernstein: Yeah, and zooming, up to 1,000 times we thought it was. That was the big...you know, we had it in there...as a matter of fact, he just said it...somewhere it's in there up to 1,000 times, isn't it?

Utley: 1,700.

Bernstein: Right. That was our old mistaken a number of times. So, yeah, for him to miss that, Chris, would be the essence of stupidity.

Wheeler: So it was in there?

Bernstein: Absolutely.

Utley: The zooming, it was in the body, but not in the claim.

Boehm: But a provisional doesn't really...doesn't have to have claims.

Utley: It doesn't have claims.

Bernstein: But then in our claims of our patent, it's not there. This is what you're representing, correct?

Wheeler: So you're saying that it wasn't put in the file, but it was put in the provisional.

Boehm: No, I could see where he's going to argue that it's there.

Bernstein: Let's see. Let's take a look.

Wheeler: ...what the language of the patent claims are that he filed.

Bernstein: Okay, let's see what he...

Wheeler: And this isn't the final decision because I can go back right now and amend those claims.

Bernstein: Wow, yes, but we have elements of exposure that creep in correct?

Wheeler: I'm just telling you the whole thing, then we'll go back. So you did look it over, and there are no claims in the provisional?

Boehm: There are no claims in a provisional. You can file them, but they are never examined.

Wheeler: But the zooming and the panning and the scanning element was incorporated in that?

Boehm: Go ahead, Brian.

Utley: Let me make sure that we say that properly. The provisional filing had a claims section which migrated into the final filing, but Eliot is correct in saying that the provisional does not need a claims section.

Boehm: The provisional never gets examined, so it doesn't need the claims. It just holds your place in line for one year.

Bernstein: But then when I look through this...

Simon Bernstein: Hold on, Eliot, I need to understand this. What you're saying, then, is assuming any negligence on his part, to that point the negligence doesn't become realistically damaging to the company until since he actually made a claim...since he actually made a provisional filing. Which took our place in line.

Boehm: If the provisional filing covered the invention, your place in line is only as good as the subject matter described in accordance with the law.

Simon: Obviously, it should have had the panning and zooming in there.

Boehm: Well, the word "zoom" is in there.

Bernstein: But not really to describe what we're doing.

Boehm: But do you see what I'm saying? It's only to the amount of subject matter that and attested where the average person skilled in the art could make and use an invention as it's described in this document, and without "undue" experimentation, without inventing it himself.

Simon Bernstein: Right.

Boehm: Now, this provisional application, you throw it...different patent attorneys do different things with it. On one end of the spectrum, you do an invention disclosure. Most big corporations have invention disclosure forms which leads the inventor to write out good disclosures and figures and things, and I've seen people actually file that invention disclosure because if you're coming up on a bar date, you don't have time to write an application or think about what your invention is. All you've got to do is get something on file, and then hope that it will protect...that whatever you had on file covered your invention.

Simon Bernstein: Is that what we've done so far?

Bernstein: No.

Boehm: I don't want to answer that, but that's the line.

Boehm: It's a grey question, it's a grey area, I think.

Wheeler: That's what we're aiming to do, that's what we're hoping to do.

Boehm: But on one end of the spectrum, you file very minimal work, and that's what Ray did on some of the applications, like on the one...

Wheeler: He was trying to do it in a broad...

Wheeler: He did say conceptually that his method was to do a broad stroke of it.

Boehm: Right. Well, a broad stroke on drafting the claims.

Wheeler: Okay. Right.

Eliot Bernstein: He's got to put the invention in!

Boehm: That doesn't happen in a provisional at all, generally. If you want to, you can write the provisional claims just so you know what you're doing, and it's actually used as subject matter; but the claims are never examined. It doesn't matter if it's in proper format or anything, it just sits there. Now, if you pick up the provisional a year later—it has to be within that year—if it's a real well done application, you just file it. There's no money involved in turning the provisional into a regular filing. Oftentimes, with these one-page disclosures, there's a substantial amount of money involved in taking that from there to there. The problem is you cannot add subject matter to the patent application later on once it's filed.

Bernstein: Unless it's really the patent application, correct?

Boehm: No, the subject matter has to be supported—has to be described—

Simon Bernstein: In the provisional.

Boehm: Uhhuh To that text, or you lose your filing date.

Wheeler: But the zooming element, then, is not in addition.

Boehm: Is not in addition? You mean...

E. Bernstein: It's not even in there.

Wheeler: You can't add subject matter. So if he did describe zooming, then it's not in addition.

Bernstein: Did he, ?

Wheeler: I am asking you whether he did or not?

Boehm: I'm not clear on what you mean. You can't add additional subject matter after the filing date of an application or you'll lose the right to that filing date.

Wheeler: The provisional? You can't add subject matter to the provisional?

Boehm: To any application...any patent.

Wheeler: But if he did describe the zooming, then the zooming element is not an addition in the formal.

Boehm: Right. It's supported. If he described it in the original, you can base claims on it later.

Wheeler: And have we said that the zooming is in the provisional?

Bernstein: Nowhere that I can see.

Simon Bernstein: Wait. You're the lawyer reading another lawyer's work. Is it in there?

Boehm: Do you have a copy of it?

Bernstein: Yeah, right here. It isn't in there if it bites you.

E. Bernstein: It's not in the filing either.

Simon Bernstein: It's obviously not in the filing if it's not in the provisional.

Bernstein: No.

Simon Bernstein: Can you make reference to something...let's say he uses the word "zoom".

Boehm: Exactly. I'm pretty sure the word "zoom" is in there, isn't it Eliot?

Bernstein: But what Doug's saying is that had you written the patent, you would have described the invention as the ability to do this cool zoom that we all...and just said this is the cool part of what we're doing. What Ray's missing in the outline is the ability for you to put a picture on a Web page.

Wheeler: He did know that an important element was the fact that when we went in and made it bigger, we didn't pixelate.

Bernstein: It didn't pixelate. Not in here at all.

E. Bernstein: Not even mention to that concept.

Bernstein: Complete failure. It's not.

Wheeler: But if said it doesn't distort when we zoom...

Bernstein: Nope. Nothing like that.

Wheeler: That's the same thing, isn't it?

Bernstein: Yeah, but he hasn't said anything...he doesn't even tell you ...

Wheeler: What about the panning element, or is that element not patentable?

Bernstein: No, that's part of the whole process is to be able to zoom while panning.

Wheeler: Here it is. "The above process can be utilized in order to create higher zoom capabilities with each new depth layer of an image..."

Bernstein: No, but that's a new depth layer which is bringing in another hotspot image, so it's really a completely different subject.

Boehm: Oh. Okay.

Boehm: Okay. Where is that?

E. Bernstein: I read it to, he's very crafty you know.

Boehm: "Where the zoom capacity of up to 1700 times or greater may be easily obtained with the [present conventions.]" Are they talking about the hotspot now?

Bernstein: No.

Boehm: No, it's the general zooming capability.

Wheeler: So it's not in addition.

Bernstein: Well, explain to him where it's missing.

Wheeler: You guys didn't put it in the formal...I don't mean you...he didn't put it in the formal one in the depth in that what we want to do it but he could have without it being construed as an addition.

Boehm: Yes.

Boehm: Well play lawyer on you now<Laughs; cannot understand his comment.>

Wheeler: Right - sorry

Boehm: Whether or not it's supported is a question that's going to be determined either between you and the examiner...probably not, it's between you and another

lawyer someday when the case is litigated. The question is And again, the test is: Can the average person skilled in the art—the average designer of this type of software—can he read this document and make and use of your invention without inventing it? That's the test. Now, whether he uses the word "zoom" in here and "magnification" later, that doesn't mater as long as he would have gotten it. If it is so simple to build by reading this, you don't need any subject matter. If you're combining three elements A, B, and C, and A, B, and C are standard in the art, and you tell them these are standard in the art, go combine A, B, and C, that could be a one-page application. The average person will pick it up and he could. It's a patent test. Are you with me? The more complex it is, the more you want it supported in this text.

Simon Bernstein: What if it is basically simple, and he just wrote it as basically simple, does that support our position anyway though?

Boehm: Does that support our...Sure...

Simon Bernstein: I mean, if we were to litigate against another person that infringes on our...

Boehm: An infringer.

Simon Bernstein: Supportable for the sake of argument?

Boehm: Right. Yes. That is a fair argument

Simon Bernstein: OK so then I don't know that, at least from first blush

Bernstein: That's the provisional you're reading though, right?

Boehm: Aren't they the same? I think they're identical, aren't they?

Boehm: You can check in his notebook.

Boehm: Are there differences?

Bernstein: Where did you find that piece that you just read?

Wheeler: Is the reason...now continue answering my question...is the reason we came to the formal in March of this year, which I didn't realize that Joao. I thought that we had agreements for doing everything, but apparently Joao filed...

Boehm: For that one, yes.

Wheeler: But he didn't bother telling anybody.

Boehm: That's the one that we didn't find out until way late.

Wheeler: Okay, perhaps the reason that he did that was that was the easiest way to do it and the course of least resistance, and he thought he could go back...is there an amendment procedure?

Boehm: Yeah, there's an amendment procedure.

Wheeler: That he could do it a few months later or something like that?

Utley: We had a conversation before the formal filing, and, in fact, I have my notes here from that conversation.

Wheeler: Okay.

Bernstein: And you mentioned that there was no zoom.

Utley: Yeah, I said...

Bernstein: Claim one.

Utley: Yeah, Here are my notes. This is my original copy. Claims do not reference stitching. The patent app does not cover providing enhanced digital image with zoom and pan controls. It covers for creating enhanced images to show zoom and pan functionality without distortion." Those are my notes.

Bernstein: And you told him that.

Simon Bernstein: Here's a man that was cognizant of what was necessary to be in there. How did a guy to file a patent without any of us—obviously, not me, but Eliot, Brian.?

Boehm: Jim wasn't around yet.

Simon Bernstein: Okay, but Chris was and so on and so forth—how did they get through the crack that he did this?

Wheeler: It didn't get through the crack. Brian addressed it with him.

Bernstein: And everything is shredded now, too. Everything else is shredded.

Utley: Kind of what he was going to do—his time factor—he was going to...he didn't think he would get this in. He would submit it and then would turn right around and amend it.

Boehm: Did he really say that?

Bernstein: Yeah.

Utley: I wouldn't say amended, it was because of the stuff that was coming...

Bernstein: It was supposed to be in there.

Utley: ...he was going to smash that all together and file it.

Simon Bernstein: Was that the same time, Brian, that he was leaving the firm?

Bernstein: Yeah.

Simon Bernstein: So would you say that probably...

Utley: he knew at the time that he probably would be leaving?

Utley: Right.

Simon: But he wanted to get all of this in place so he could do the billing and get that part of it in...

Utley: I don't know that.

Boehm: Just speculating.

Eliot Bernstein: What day did you give him those notes?

Simon Bernstein: I don't ever have to speculate on billing

Utley: I don't have my address book with me...I didn't write the date down, but it was the date that he was here. He came.

Wheeler: He wanted to get it done to take care of you, make sure it was filed for you.

Simon Bernstein: That could be too. One other reason is...

Wheeler: We're just speculating.

Wheeler: And I'm not trying to... <Everyone talking at once.> I thought he was trying to work on our best behalf, but one time or two times that I met him, it seems like he was earnestly trying to help. Who knows? Maybe he was incompetent. I mean we're only suggesting that it would have been incompetence

Bernstein: Well, the fact that it's not in your patents, right up front, this is the invention, is a gross neglect. And the fact that it doesn't say, "this is what the invention is trying to do. This is the feature..."

Simon Bernstein: The point is not whether it's gross neglect or not, it's what the damage is if there is...if, one, gross neglect is of any import; and two, what is the damage? it has caused iviewit. That's what I think we need to ascertain here, and if we can ascertain it.

Utley: How do we fix it?

Simon Bernstein: Of course lets try to fix it, if we can't fix it then we'll worry about...

Eliot Bernstein: Well 1st lets fix it

<Everyone talking at once.>

Boehm: Let me go over the procedures so everybody's clear. Again, on one end of the spectrum you file a very sparse, like a one-page provisional application, and it's cheap, and the purpose of the provisional is to get you in line...it is to protect your date. What you're trying to do is get the benefit of your priority date. When you invented it. When you're in line in terms of whose the next guy that invented it. Whose the first inventor?

Simon Bernstein: Someone comes after you the second day after...

Boehm: Who's the first inventor, that's what you're after.

Simon: I understand. I really understand...you don't physically stand...

Boehm: Not physically in line in the patent office is right, not or even in physically in line in order as well. Okay. One-year letter, the provisional expires and you have to file a non-provisional patent application, okay? Many times it's identical. If you do a good job up front, you just file that, but you need to put claims on at this time. When I do a provisional, I try, if there is money and time up front, to do it once up front. I even write the claims. As a matter of fact, I don't even like to file provisionals because there's not much of an advantage. If you've got the time and the money up front to do a good job, well then, just file it as a regular application.

Simon: Understand that at the beginning, the time and the money...I mean, the time was certainly available, but the money was a short substance. So it was obvious that Ray would be working in a most expeditious way.

Boehm: Well, that's why the..

Simon: Which might have short-circuited us because of all of the lack of funds.

Wheeler: Well, that's true because the filing date is 3/24/99 to endorse that...that was very early in the game.

Simon: We did it in your office Chris in your library...in your conference room. The only meeting I had with him was while we were going to file the patent and that was in your office.

Boehm: Okay, 3/24/99 is the provisional application.

Bernstein: That's what I'm saying. Well, Chris,

Boehm: So even at a year, he filed the second one with claims.

Buchsbaum: Yeah two things happened during the year. One, the Company was doing other things, even though they knew that was coming up, and two, I guess there wasn't a whole lot of money to allocate towards doing that much.

Simon: Here's what we did. We hired Ray Joao on the monies that were raised by the investors; and then when Huizenga was coming in with their money, and when that money came in, we made a company decision that the first and foremost thing was to get the patent filed properly. So the fact that we were going to spend more money and get them completed at that point had already been made.

Simon: Okay, but prior to that, we were working on short forms. Then after that, we started to raise capital, and we always knew that the priority was intellectual property, so were going to make sure that those got done right. Brian's been working on it ever since, and I felt comfortable...I never did feel comfortable with Ray Joao...just an observation.

Boehm: Hmmm...is it all patent attorneys? <Laughter>

Simon: No, no, there's nothing wrong. He came in, he's a nice guy, he tried hard, you know, all the nice things, but his work always appeared sloppy, okay? And that's the only thing I can say. You're a patent attorney, you see what he did. If I'm wrong, then let me know; but to me, it looked like it was a little slipshod. And then he made some statements that really bothered me, too, that I don't think he should have made to a client, and that is that he was filing his own patent. <Chuckling.> I mean, horseshit personally, I haven't heard of a patent attorney in my life telling me that he's an inventor filing his own patent. It really did bother me.

<Everyone talking at once.>

Bernstein: Transmitting video files on a communication network for airlines and...

Simon: It probably meant nothing because I don't think the guy was of the nature to be stealing from us, but I don't know! But I'll tell you this, it did ring a bell. From a pure novice, it made me a little nervous. I asked Eliot why he was dealing with somebody, but we were assured that this was a good firm...

Boehm: Let me look back in my own spiel...here with the provisional. You file a provisional, then within one year, you file a regular application with the claims. You can add claims to it; but if you add subject matter to it—in other words, if the zoom and pan concept wasn't well described, you have lost the benefit of that first phase. Right. Now

why is that going to hurt you? Two main reasons. One is if you put it on sale—offered it for sale— or you publicly disclosed it, there are certain regulations that say you've got to get something on file, so if you had publicly disclosed it, that would protect...getting the application on file will protect you from losing your date because of public disclosure and offer for sale. I think that's what he was trying to get the earlier dates for.

Simon: Sure.

Boehm: I spoke with Ray when I was trying to get all of these files, and his comments to me were...when we were on the phone—you remember, we were asking him where was this stuff, and he said, well, he kept building on and he learned more it got in there. After I reviewed these applications, I agree that you're learning more as you go along. I'm doing the same thing. So it's kind of a learning curve.

Bernstein: If they ever find a zoom description that adequately makes...especially in the claims...I mean, if you're reading the claims...

Boehm: But Eliot, he's going to say that the claims are of no import right now. All you have to do...

Bernstein: In the filings?

Boehm: In the filings. I can go amend those right now. We can sit down today and re-write them.

Simon: If it can be amended amend it. There's no problems.

Boehm: There's no problems.

Simon Bernstein: There's always maybe a little money that's been duplicated and that's it.

Boehm: Here's the problem, and that's what I want to get across about that. If he's trying to claim zoom and pan and I rewrite the claims to claim zoom and pan, and the examiner says, that's great, but it's new matter

Bernstein: But it's in the provisional that you can zoom up to 1700 times.

Boehm: If my claim is supported by the spec on that date, then you're fine.

Bernstein: Isn't it?

Boehm: I can't answer that without going into the...

Bernstein: But when we read the provisional and we see that, it says...

Simon Bernstein: Before this meeting took place, before we called this meeting, aren't you privy to everything that's been done?

Boehm: Oh, sure. I have everything.

Simon Bernstein: So when Eliot asked you that question, why can't you answer it?

Boehm: Because there's no...in my opinion, there's no clear-cut answer, yes or no, on the quality of the work product. It's a judgment call.

Bernstein: So that's an exposure, and what if the judgment is against us?

Wheeler: It's [an examiner] judgment call is what we're saying.

Boehm: The damage?

Wheeler: No, the examiner. <Everyone talking at once.>

Wheeler: Whether the subject matter is new or not.

Boehm: The examiner would...hold on...it's...

Wheeler: whose judgment call is it?

Boehm: It could be the examiner's, if he catches it. If it's not caught, and you get it to patent and you litigate the patent, ... at court. Or if the examiner catches it and I want to appeal it to the board of appeals in the patent office, it's their judgment call

Wheeler: Okay, so we go to court and we're fighting over the patent, we would argue that it's supported by the zoom 1700 in our language, and the other side would, say that's baloney that's too broad you didn't describe it enough

Boehm: You didn't have your invention...

Bernstein: Then you lose.

Boehm: We would lose only if you had a bar date come in there if somebody else invented before you, or if you put something on sale...or if we offered something up for sale.

Bernstein: Which we did.

Boehm: But the offer-for-sale date from our first meeting is not until September.

Bernstein: Right.

Boehm: So the offers for sale won't normally kick off a foreign...

Simon Bernstein: Could you explain to me what offer for sale means?

Boehm: Sure. As soon as you...you can't get a patent on a product after you've been using it for more than a year. As soon as you publicly disclose your invention, you've got one year in the United States to get a patent on file, okay? Even if you don't publicly disclose it...let's say I've got a method of making [] in my factory, but it never gets outside. I'm starting to commercialize it, I'm making money off my invention...the commercialization date a year later is you can't patent it in the U.S. So that's that one-year grace period.

Simon Bernstein: Aren't we within that period?

Boehm: Yes. As far as we know, yeah. As far as we know.

Utley: Yes-yes we are within that grace period

Simon: Okay, somebody explain to me, what am I doing here? Why am I sitting here? Are we saying that Ray Joao, other than being sloppy, but there's not much damage that could have been done or can be done because we can fix it, which really would make me the happiest to hear that.

[not in transcript: PSL look at change above although minor it indicates perhaps the change in text to match new text]

Utley: Can I jump in? Let's just say there are two steps. We're going to make a filing this week; and to the best of our knowledge, we have swept up all this in this filing, and that will be within the commercialization period. The second thing that we're going to do is we're going to look at filing an addendum to the original formal filing to strengthen the claims - broaden the claims ... to the maximum extent that we can.

Boehm: if we need it...if we need it.

Boehm: It'll be a lot of this was swept up into the application.

Utley: What we're trying to do is protect the date day of March 24

Boehm: The original...

Utley: The original date as March the 24th, but filing should remain an objective.

Simon Bernstein: Brian, if you broadened the language now, would that be a red flag to the commissioner that you should have done it earlier? Or should we just say that this has always been there?

Buchsbaum: You mean the examiner of the commission

Bernstein: We're not going to be able to say it was in the claim.

Simon Bernstein: What happens when you start those amendments or broaden them is you start to admit that you didn't do it.

Boehm: Um, yes and no. We...I do that all the time.

Simon Bernstein: It's common then?

Bernstein: If they do it all the time, then we have to do it.

Simon Bernstein: But not until I feel more comfortable with it.

Boehm: We normally have a search done. The patent examiner will do a patentability search, and he will come back and reject it. The problem is if the claims are too narrow to begin with, he will not come back and reject it, he'll allow it, and boom! Now I can't amend it he's in. [], we're done. But I can file an continuation on it. I can keep dragging this out and get broader claims as long as the subject matter is...

Wheeler: So that's why he stated it broadly versus narrowly?

Boehm: No.

<Somebody comes into the room to take food/and or drink orders.>

Boehm: No, but as far as, doing it broadly, if you're saying to claim it broadly it's our job to claim... as prior art which I doubt the claim is as broad as the [] allows...

Wheeler: Right. That's what I'm saying.

Boehm: And this is claimed broadly.

Wheeler: Right.

Boehm: And that's the normal tactic, to claim things broadly, and then wait for the examiner to come back and say, "Oh, you can't get it that broad," and then narrow down your claim.

Wheeler: Okay, so isn't that what he was in part trying to do? That's what he's been saying, yeah.

Boehm: Yeah.

Wheeler: Well, would that not be consistent with how patent attorneys try to do things?

Bernstein: Well, claim one, if you look at their claim one, Chris, that they've written, it identifies...

Wheeler: Who's they?

Bernstein: Foley & Lardner. It identifies what you're trying to do. [not in transcript: Stephen note how Dicks name is deleted and Foley's name is screwed up, may indicate who was changing this transcript]

Wheeler: Okay, so maybe it should have been written differently.

Boehm: You won't get two patent attorneys to write the same claims.

Bernstein: Well, no, but you try to write the claim, and that's the teaching you and Steve both represented us here, to describe in its broadest term...

Boehm: Right.

Bernstein: ...the invention.

Boehm: Well, I can't say that this isn't broad. This is very broad. This might be rejected for indefiniteness...I don't know what it is...but now he's got the opportunity to go back and...

Bernstein: And Brian, you know, there's print film image in here, it's all supposed to be out of here.

Wheeler: What you're telling me is that in your forum of law there's always going back and refining and refining and refining that was wrong.
<Everyone talking at once; two different conversations going on at once.>

Bernstein: This is like he just completely ignored what we said over a year. He didn't do a thing. Nothing. No comments, nothing.

Utley: Almost nothing between the provisional and the formal process.

Boehm: And some people intentionally file narrow just to get something on file. Then they can come back and repair it without damage to it.

Bernstein: But you don't know that because an examiner...

Simon Bernstein: You'll never know that until you have a litigation.

Bernstein: And then the question is what potential damage does that...

Simon: That damage potential and that remedy will be then taking place at that time, not now.

Boehm: That I agree with. Even if we decide something now, you won't know what the outcome is for five and a half months.

Simon Bernstein: ...wouldn't happen anyway. You wouldn't even know that.

Utley: Let me come back where I was. We are going to file on the 7th, Wednesday. As far as we know, that will cover every element of this invention that we have our arms around at this point in time.

Boehm: I believe so, yes.

Utley: And we should go back and address what amendments we can make to the claims in the filing of March this year and determine within the spec of the filing how broad those claims can be. I mean, that's going to be the test. Within the spec of that filing, how much leverage have we got to broaden those claims so that we do have a priority date which is back about a year ago last March.

Bernstein: So we want to insert everything going into this one into that one?

Utley: No, it'll be...

Utley: It'll be based upon the preamble, if you will, of what's in here.

Boehm: We do reference it. As a matter of fact, this is the cover page, Brian, of the application we're going to file.

Utley: Yeah, you reference it right there.

Bernstein: But you can add claims to that one that you're referencing that would encompass what we have in today's filing, which is really...we do want it in there.

Boehm: Yes, I can claims to the zoom and pan to get you back to the original date in this one since I claim to this onto his.

Bernstein: Well, we should do both.

Boehm: Well, you can't get two patents on the same invention, so it depends on where we want to go.

Bernstein: Well, we want to definitely get it in on his because it gets us an earlier date. Correct?

Boehm: No. It's a mess with these dates. What will happen is...nobody will worry about the date unless there's an occurrence, and that occurrence might... it's a major problem. You won't find out about that occurrence until you sue somebody, and then they go search in Australia, and they find a reference that somebody's done this before in the library, and then you worry about the date. Were you before him?

Bernstein: Well, that's what I'm worried about. I'd like to go back to our earliest date.

Wheeler: Can I point out one other thing? I know we look for the word...Eliot looks for the word...I know we look for the word "zoom," but there's also other language in here too. Sometimes we get caught up in a word "zoom," when what is zooming other than enlarging or reducing? And he does have language in here, "when enlarged or reduced, these pixels of the digital image becoming distorted a feature which

typically results in the digital image being fixed to an original size or being available at low magnification, such as, for example, magnification from 200 to 300 times. These digital images are also difficult to enlarge to a full screen without a tremendous amount of distortion present in the end product."

Wheeler: I mean, he's describing I mean that's zooming. Reducing and enlarging is zooming.

Bernstein: But he's not putting it in your claims, that's what he's saying. You see, this is different.

Boehm: But it doesn't matter right now

Wheeler: But it doesn't have to be if you've made mention. The opinion is that it doesn't have to be as long as he's ...if you made mention...if you've gone on record of having described this

Boehm: This is the background that's...problem. He's got...

Boehm: That kind of invention, right, it's got to state...

Wheeler: Well, I didn't get to that either.

Bernstein: Right. And that's where it's not.

Boehm: I pointed out a couple of things. It's not as...

Bernstein: Within the claims, the claims I'm reading, you could not...

Boehm: The claims really don't matter.

Bernstein: In the patent?

Boehm: The patent claims on a pending application basically don't matter.

Bernstein: No, the ones he filed.

Boehm: Yeah, they basically don't matter. I can go back and change them.

Bernstein: Okay. Why? So we want to change back to the original one he's filed, put as much language as we can that we have today...oh, it's all supported. Everything you wrote in that new one is supported in this one because it's the same process.

Boehm: That's the ultimate problem that Steve and I—Steve is Becker, the other patent attorney that actually wrote these patents <in audible>—but that's the ultimate problem that we're worried about, and that's the problem that you always worry about unless you first of all have a handle on the invention, inside and outside, and second of all, unless you really have a handle on Prior Art so you know where you

want to go with this. Then you spend the time and the money to do a good original provisional filing. You've got a pretty good shot that it's supported then. But when you file as, oh, I've got to try and cover this base, and when you do this kind of stuff, there's always going to be a question of what was supported when.

Bernstein: But that's fine. It is supported.

Simon Bernstein: We're off the subject matter.

Bernstein: So we should definitely claim back to the earlier date?

Boehm: We may get a rejection, or you may find out in litigation five years from now, that none of this was supported. Some court may say that you never talked how to do this because your software wasn't in the patent application.

Bernstein: It is, though.

Boehm: Well, the code isn't. They might say that these broad diagrams and these flowcharts aren't good enough. There's always that risk.

Bernstein: But we're trying to say that if they accept it, we want it to be to the furthest filing date that we can, which is March 3, 2000, and that's where it should lie; and if it's going to get argued let it live or die at that date.

Boehm: That's what we're trying to do right now.

Bernstein: Okay, good. So I'm under the impression from this point that we're going to encompass what we've learned what we're filing even in this other one even into the original one so we can claim back to a March 3 filing date that claims back to our original March patent...

Boehm: March 24th, yeah, all of that will go back toward what is supported in here, in the original. Not supported in ours.

Bernstein: Okay. And it's all going to be supportable because you're going to be able to pull up an image of the nature that we are discussing, and anybody with an eye can see that you've now done this.

Boehm: <Inaudible comment.>

Bernstein: Well, you're going to be able to show your invention, aren't you?

Boehm: No, no.

Bernstein: You can't?

Boehm: You live or die on what's in the specs. That's why...

Bernstein: Then get it in there.

Boehm: Yeah.

Bernstein: You can't bring it in as evidence what the invention is?

Boehm: Only outside evidence of what the average level of skill in the art is, okay? If somebody says that the flowchart isn't detailed enough, I'm going to go, "Oh, yes it is. Here's 29 programmers who are going to testify and say yeah, I can do that in my sleep with this document." So, there's always going to be a battle about the level of support.

Simon: Maurice and I—that's why I asked him to come in—Maurice and I were talking because neither one of us understands patents or how you file them or invention actually. What we do understand a little bit about is the theory in business; and now that we know that Ray Joao was somewhat sloppy—I'm not suggesting that he's not a fine attorney or anything else—you have been...you have reviewed all these patents that we have, whether there are eight or ten of them...

Boehm: There were eight original filings, and then...eight original filings.

Utley: Okay. And then how many do we have now?

Boehm: Let's look at the chart right now, but it's basically. We've got 17 applications that have been filed. These old ones are dead now because they were provisionals, and we've basically covered all...we pointed out basically covering two, maybe three inventions, so there's not...I mean, if we were to start over, maybe you'd do this with two patents, maybe one patent. So.

Simon Bernstein: Who owns them?

Boehm: Who owns it? iviewit Holdings, Inc.

Utley: Owns all of them?

Boehm: Except for...<Pause, and then text comes in that doesn't seem to be answering this open question.>

? Video playback over a network

Wheeler: How did he get in? [not in transcript but this refers to Jeff Friedstein on an invention]

Bernstein: He's part of the invention.

Boehm: An inventor - inventorship.

Boehm: So I've so I've got a document right here for him to sign. If he signs, then I do a couple of things.

Bernstein: He signed that when you faxed it to him originally.

Wheeler: I have copies of each one of these. Can I get a copy of your []?

Boehm: of this? Sure.

Wheeler: I have a copy of each one of these, I believe, or most of them...

Buchsbaum: Can I ask you a question? Your saying everybody that has an obligation to sign is on the list of names in these patents?

Boehm: You preferably don't...well, unless you have the new ones...

Wheeler: I don't have the new ones, but...

Bernstein: That's an old one. That's old.

Buchsbaum: You're saying everybody that has an obligation to sign is on the list of names in these patents right, because the company was part because the Company was doing, is that what you're saying? Because I don't even know if everybody has signed because you may due corporate due diligence for financial reasons or if...and they will say has everybody signed off on these patents, and if three people don't...if one person hasn't, he has an obligation to sign?

Boehm: Brian, have you signed?

Buchsbaum: Has everybody signed off on these? Brian?

Boehm: See these tabs [refers to tabs for inventors Bernstein, Shirajee, Friedstein and Rosario to sign] right here? That's what I'm trying to do today. As soon as...I'm going to have people sign, me sign...all the inventors sign. I've got to get a hold of Jeff

Bernstein: I thought we did that when we filed.

Boehm: You only signed one real document, didn't you? Did you actually a declaration? I know you didn't sign an assignment over but you're real clean on it because these are all based on the original filing , which is assigned to iviewit holding already

Bernstein: What's that mean?

Boehm: So all of the other inventors would have a helluva problem trying to say they owned anything.

Simon: Again, this is a little off the subject matter, but I have asked Chris about it before. If something were to happen to iviewit, and it were it went into bankruptcy, what would happen to those patents? How would those patents []?

Wheeler: It depends on which at iviewit you're talking about.

Simon Bernstein: The one that they are held in.

Wheeler: Well, first of all, holdings is held separately versus...we're operating the company out of a separate entity, correct? iviewit.com. So, let me think there...

Buchsbaum: The operating company is iviewit.com.

Simon Bernstein: All I'm concerned about is, for example, that the largest creditor...it wouldn't be a creditor, it would actually be an investor...would then...

Bernstein: They're not a creditor.

Buchsbaum: Okay, then the largest creditor could come in and pierce the corporate veil of iviewit.com and say that this is just a way of protecting the only valuable asset of the company away from creditors. Is there a possibility of that?

Boehm: Obviously there is.

Wheeler: There is a possibility, but that's one of the main reasons... But the loan, they made the company who wrote the patent, join in as a guarantor anyway on it.

Bernstein: Well, that would be all of us. All of those would be all of the investors getting a piece back?

Wheeler: No, no, no. On the \$800,000 loan, those people, it's secured by the patent.

Simon Bernstein: What about the \$600,000...or the other \$800,000 loan?

Wheeler: The others weren't loans. The others were equity, as I recall.

Simon Bernstein: No, no, they have claims.

Bernstein: Well, they're supposed to be converted to equity, which is another issue.

Utley: But there where note holders

Wheeler: No, because there was no quid pro quo at that time. The note holders I mean you can't go back and do it, we had that talk Si

Wheeler: I mean, you can't go back...

Bernstein: The note? I believe they're not final, even though we told people they would be by this time.

Wheeler: The note holders took their money in without taking security. Now you...<Indecipherable. Everyone talking at once.> ...new considerations...I said now you can't ... back to a failure to the corporation

Simon Bernstein: ...Board if everybody that was a creditor found, everybody that was a note holder at that point there was no what would you call it - problem

Buchsbaum: and that would be protected by the courts anyway usually. The court would see this probably as a you know a fraud

Wheeler: You could have two frauds: fraud of creditors and fraud of shareholders.

Simon: No, Chris I'm not worried about fraud. I'm really concerned with the fact that what we did here, the last loan that we took in, from...

Bernstein: Crossbow.

Simon: No, not from Crossbar...

Bernstein: Crossbow.

Wheeler: Crossbow

Simon: ...is secured by the...

Wheeler: ...the term of the deal, right.

Simon: And that's perfectly acceptable to me except that everybody else that had loans prior to that at that time should have been considered with the same equity because ...posses able and Chris told me that that was the perfect time to get it done

Bernstein: Yeah, but would Huizenga lose his?

Bernstein: Would Huizenga lose his stake in it to Crossbow?

Wheeler: No, no, no, it wasn't...I said that if there was going to be new considerations from those people, we all could of...??

Simon: We all could have put in another \$10. I mean, at the time we did it with Crossbow, we should have made sure that our other people...

Bernstein: Are protected.

Utley: No, no, no. We would have had to issue new contracts out for everyone.

Wheeler: There would have had to have been some material consideration, not just \$10. It would have been...

Simon: So it would have been \$10,000...

Wheeler: Well, then, you could have...Crossbow, we didn't even talk about Crossbow at that moment, and I said you couldn't go back and just collateralize. You couldn't go back for money that you already put in. But if you put in new

considerations that you could demand as a condition to be collateral.

Simon: What we should have done, or what we maybe we still should do to protect our original group of investors, is to have them pony up a few more thousand or whatever you think is legitimate, and amend the contracts to protect them as well.

Utley: That's new subject matter.

Simon: Well, I only brought it up because it had to do with the patents.

Utley: I know but can we finish the patent discussions before we bring up new subject matter.

Simon: You can, but I want to make sure that we do finish.

Utley: No, I agree with you Si.

Si: The problem is that I made claims to certain people like Don Kane, who put up \$100,000, who thinks...

Bernstein: Let's get back to that. No, let's get back to it. It's a definite point. There are people.

Buchsbaum: This is a business issue for later.

Bernstein: No, we're asked by these very people these questions.

Boehm: Did you get your question answered on the...

Buchsbaum: Yeah, I just wanted to understand...you know, I got an answer. It had to do with the obligations Si I was trying to understand if somebody does due diligence now with regards to understanding what is there and what has to be done, like those yellow tabs. [Yellow tabs indicate signatures of missing inventors]

Boehm: Yeah, but after...I find everybody, we can get guys to sign.

Buchsbaum: We aren't that many. I don't know on that sheet what you have, but I don't think there are that many names. There's what about five names?

Buchsbaum: There aren't that many...you don't have that many. I don't know on that sheet you have, I don't think there's that many names.

Boehm: No, there's not.

Boehm: So we have everybody but Jeff, if we can get Jude and Zak.

Buchsbaum: You just have to get people around and sign.

Boehm: No, that should not be an issue.

Buchsbaum: That might be questions brought up when people do do due diligence. Is everybody else on these?

Bernstein: That's why we're closing it. Right?

Boehm: We'll record what was in the patent office(...???) can do.

Utley: The other piece that's not in any part of the original filings, which is the reduction of the technology to a disciplined process—the mathematical representations of what's in and how it works and stuff like that.

Wheeler: (...???)

Buchsbaum: That will also be included in there, right?

Utley: We'll put it in the new filing...one of the new filings.

Wheeler: I form my opinion of everything, and we can talk about post solutions but I think Brian wants to get this back on track, but to me there's bad news and there's good news in this. The bad news is, just like anything in life, perhaps we would have liked to have tidied up some things better, like to have had Mr. Joao tidy them up. The good news is considering the state that the corporation was in in the early stages and the variable limited resources that it had, I'm glad that we have an awful lot on record that we do have on record, to be honest with you.

Simon: As long as it's not to the detriment of what we thought we were filing, I have no...I couldn't agree with you more.

Wheeler: But I think I like your approach, and I assume it's your approach, too, in that I assume that you're doing a fairly comprehensive new one, but then you're going to probably...

Utley: Claim priority back to the old one.

Wheeler: Right, but you're also going to do your amendment because now we're finding out that it's not an uncommon procedure and it's not a red flag.

Utley: Two things: the new filing on Wednesday will claim priority all the way back for as much as possible back to March 24th last year. Second, we will look at the March 24th year 2000 filing and determine how we should amend that to include additional claims and broaden that filing so that it more fully represents the knowledge of the invention as of that time.

Bernstein: Does it claim all the way back?

Wheeler: It'll go all the way back...

Boehm: as long as you don't go outside what was described.

Bernstein: No, the math is just describing the original invention.

Boehm: We'll, I'll never know the answer to that until it's litigated.

Utley: Due diligence.

Bernstein: Right, but from your perspective here, that's what we're setting up. Correct?

Boehm: We're going to try.

Bernstein: Okay.

Boehm: The question never even gets answered half the time in the real world. I will claim priority back on the document, and then if the examiner doesn't care, nobody cares

Bernstein: It gets through.

Boehm: It gets through.

Wheeler: Would it be a fair assessment—I'm posing this more as a novice, not as an attorney here—since we're not at IBM and we don't sit down at the very beginning and work out all these equations and all that, that in an invention such as this by a Ma-and-Pa type of inventor, and now since we're getting into the nuts and bolts and really uncovering, in essence, what's behind it, as Brian dissected it as we moved along, but that's all we're doing? I mean, that Ma-and-Pa inventors do that as they go along? They add the flesh to the bones as they go along?

Boehm: Boy, that happens, and we try not...we try to minimize the amount because if the flesh that you have to add is new subject matter and you've already sold your invention a year ago, you're dead.

Wheeler: Well no, Let me at it a different way. It does this, but I can't describe how it does this. But now we find out...we tell you what it does, now we're telling you in detail how it does it.

Boehm: Yeah, in terms of we claimed it properly.

Wheeler: So I'm not adding flesh in defense...

Simon: New flesh.

Wheeler: ...new flesh. I've got the box, now I'm disclosing what's in the box including the gears and how it works.

Bernstein: No.

Utley: No. Here's what the big difference is. The original filing claims a process for print film imaging.

Bernstein: Well, that was all stricken, by the way. That's why I'm having a big problem. I was going to get to that next, Brian.

Utley: Okay, good.

Bernstein: But we have discussed with Ray Joao numerous times to take out the references to print images out of this right here. Over the course of the year in the 59,000 modifications back and forth, we continuously pushed him away from the words that I see in this filing, and that's what's so disturbing to me because we sat here when...

<End Side 1; begin Side 2>

Buchsbaum: That would be conditional, probably.

Simon: Right, they probably will.

Wheeler: Their not going to want in fact their going to say take it off aren't they

Utley: No Crossbow notes would be converted to equity when someone else comes in.

Si? Of course, and that's gone. And those issues are gone.

Wheeler: Well, Yeah, so that it was the ...it was intelligent way to do it...and I'm not...

Buchsbaum: Crossbow would probably manage the million dollars anyway

Wheeler: By the way, if we did do a deal by which we tried to collateralize it even further, then we'd have to have some sort of provisions as well to get rid of your collateral.

Simon: Yes, of course. As soon as it converts to equity, it's gone.

Wheeler: But I mean, what if you didn't convert yours to equity[]?

Simon: Then you'd have to lose it anyway.

Wheeler: But at a point.

Utley: It just becomes a normal stockholder...

Simon: Right.

Wheeler: It would have to drop away or something. For instance, it would drop away when theirs drops away.

Utley: The stockholders, in the event of a default, the stockholders, the distribution that takes place, includes all the stockholders according to the rank of the preference. So the preferred get first cut, and the common stockholders get the second cut, whatever is left for

distribution. But of that amount[] unless there's nothing to distribute.

Simon: Not if one of the preferred stockholders has a collateralized position and the others don't. If one of these preferred stockholders...

Utley: There's no stockholders that have a collateralized position.

Simon: That's true.

Buchsbaum: You're talking about the small amount of money, that have any value, it should be reasonable value, and those would be taken out anyway.

Simon: Except that we seem to feel that we have an obligation to those, to protect the other stockholders who...had all good...I think its prudent anybody to ask permission

Buchsbaum: A good way to do it is the way he said to do it, and that's to [?].

Utley: Will you look it up and see what it's going to take to do it?

Wheeler: I'll coordinate that

Utley: I'm not clear. What are we trying to do? Are we trying to provide for collateral for new money coming in, or are we trying to...? We're not trying to collateralize money which has already been...

Simon: I don't know. Can you handle the old money the same way? I don't think so.

Wheeler: We have to see. We might be able to consider it for the full amount in the view of the fact that if you had enough substantial new consideration, ...

Buchsbaum: The problem is that you may have to go back to Crossbow to do that, and you may be better off just to do it on subsequent money.

Simon: Well, but to ask Don Kane to put up \$10,000 when he's got \$160,000 in the...\$135,000 in the company, and then he only gets 10%...\$10,000 worth of consideration...I'd like to protect his whole \$165,000, which is what he has.

Buchsbaum: The answer is you go back and ...

Utley: I don't think you can do that because that's equity. It's in common stock.

Bernstein: It's not equity. It's a loan.

Bernstein: Don had the stock prior to his putting up the money. These are loans. There's \$400,000 that's on the books. Then there's another \$100,000 besides what he put in originally. Sal has a loan on the books of \$25,000. Your guy should have had a loan on the books for \$250,000.

Utley: No, that's equity. Okay.

Simon: At any rate, <tape cuts out[tape does not cut out on my tape]>...While I got Chris here I'm going to take advantage of his being here.

Simon: One of the issues we tried to do when we raised the last \$80,000 that came from Eliot's two friends Anderson and Mitch Welsch. []

Bernstein: Ken Anderson.

Simon: It was my knowledge, according to Jerry, that those monies were to go to Eliot, and then Eliot was theoretically to loan the money to the company so that Eliot would have a loan on the books and he would have sold his stock because Eliot has some personal needs that he needs to accomplish as soon as we get funded or we get some money in here. I'm under the understanding again. It could be way off.

Bernstein: How do we work that out, Brian? The 10? A loan?

Utley: Yeah, that's better because otherwise you will get taxed.

Bernstein: Will they loan me \$10,000 to pay the taxes?

Simon: Who loaned you?

Bernstein: The company just today?

Utley: So I took that as a loan?

Utley: Yes.

Bernstein: The money went to the company, which spent the money already—the stock money—from Ken and Mitch.

Simon: You haven't sold any of your stock?

Bernstein: No.

Simon: You just made an officer's loan.

Wheeler: Right.

Simon: Is that how you handle it?

Simon: You loan the loan back by some method at some point.

Bernstein: Right. Correct.

Buchsbaum: That's the way to do that?

Utley: Well, there's no tax impact...

Simon: but he would have had a [] gain.

Bernstein: Right. And there were other things at the time...right, things. At the time, the company needed the money and I didn't...not that I didn't

Simon: Sure, I just wanted to make sure that it was done. I didn't even know ...???that bank account

Bernstein: Not that I didn't.

Simon: Let's finish up.

Utley: Eliot, let me summarize. I want to make sure we have an agreement of this meeting. Let me interject two final two points that we kind of skimmed over. One is you said that we want to go ahead and change the claims to go all the way back on this US, but we have sort of got covered on the one we're filing? The one we're filing is a PCT. It won't pop to the US for 18 or 30 months. Or we could file another PCT and a US, then the claims would hit the US. In other words what I'm saying is it would matter if we do the claims here. We could either fix up the claims here or file a PCT and a parallel US if you want US patent protection sooner. The PCT will split out to US, but not until later. You can file a US anytime...

Simon: Let me ask you. You're not a lawyer, what do you recommend?

Boehm: Well, it's more money up front.

Simon: How much money? A great sum of money?

Boehm: No, it's another grand to file.

Simon: For what we've spent already, let's do it.

Bernstein: And that protects us better?

Boehm: Quicker. You'll get a quicker US patent. It'll get you in line quicker.

Utley: The other point that you're making because in this week's filing we are going to claim all the way back...

Boehm: We're going to claim all the way back but this is what is supported

Utley: Right. So if we claim all the way back to March of last year, do we need to touch the filing that's already in motion?

Boehm: The one that's out there?

Utley: Yes the PCT. Do we need to touch that?

Boehm: No, no. There's a PCT and a US.

Utley: Right.

Boehm: The PCT, we will get a search back. In fact, we should get it in a month or so, and then you'll decide what you want to do with that, what foreign country and possibly the US, but he files the same thing basically in the US, and now it's in line in the US.

Utley: Right, right. But what I'm saying is if the new filing that we make this week creates priority all the way back and embraces all of the teachings of the prior...

Boehm: Zoom and pan stuff.

Utley: Zoom and pan stuff, filings, do we need to go and modify and update and amend those earlier filings?

Boehm: Those other two.

Buchsbaum: That's a good question would there be new recommendation?

Boehm: It depends on two things. One is how quickly do you want to get the US for the new filing? This is a PCT that we're preparing right now. If we file the US right away with it, then it makes less difference.

Bernstein: Less?

Boehm: Less difference because he's in line sooner. That's all. It just depends on how soon you want to get your patent.

Bernstein: Well, we want to go for the sooner.

Utley: The sooner the better.

Boehm: The sooner the better then let me play with this

Bernstein: Right.

Boehm: Plus you're gonna get an office action back from the patent office on him...

Bernstein: On that.

Boehm: For free. There's nothing involved.

Bernstein: Right, but it doesn't claim anything.

Boehm: I don't know yet. It claims...he'll get this blasted. It will will be rejected.

Bernstein: Yeah.

Boehm: It will be rejected. The question is do we want to fix this, or where are we with the other things? So there's no decisions to be made now on this, it's just that do you want to file a US and a PCT?

Utley: The answers yes

Boehm Yes

Bernstein: And we do want to fix the original work?

Boehm: We can decide that later.

Bernstein: Well, why would we leave it unfixed?

Boehm: Because you can't get two patents on the same thing. So if we fix this, you're not going to get it over here.

Bernstein: But then we lose the date.

Buchsbaum: No we don't.

Simon: That's what he's saying.

Buchsbaum: You really don't lose the date.

Wheeler: So were not going to...???

Utley: Because he's claiming all the way back.

Boehm: We may not. It depends on...

Bernstein: May and less, these are words that scare me.

Boehm: You don't like that, do you?

Bernstein: No, I do not.

Boehm: But I don't think this is the right time to make that decision now.

Utley: What is the right time?

Boehm: When we get some office action back on this patent. And when we hear from the patent office, we'll sit down say do we want to fix this, or do we want to fix this, or have we uncovered some killer Prior Art that blows this whole thing out of the water? You don't want to spend money right now if you can avoid it.

Wheeler: We've never done a search, have we?

Boehm: We did a search...I've done a search on...<Everyone talking at once.> on a dozen patents that really weren't on point. We didn't find any close Prior Art; and all I can tell these...

Wheeler: This was on imaging and video?

Boehm: Yeah.

Wheeler: That's incredible.

Buchsbaum: Yeah, it was huge.

Bernstein: If it is found impossible to do these things, why would people be doing them?

Boehm: I want to make...the tape recorders off, right? <Recorder turned off>

Buchsbaum: What does PCT mean?

Boehm: Patent Cooperation Treaty. It's a formal filing process for filing foreign patents.

Buchsbaum: Oh, that's the thing with the different countries?

Boehm: Yeah. So we file one application that splits out later to different countries.

Buchsbaum: Two years?

Boehm: Yes, but we'll get indicators before that. Our search comes in nine months, which is three months from now for the first one. But, Brian, they're searching this claim; this claim is crap. You're not going to get a good search on it.

Buchsbaum: So what? In six months or nine months, we'll start hearing from them?

Boehm: Yeah.

Bernstein: Well then we should do an alternate search on what you have.

Boehm: It's a judgment call. I mean, you asked me this question a while ago, and you said what would it take to get me comfortable because I'm kind of a pessimist and I'm an engineer, so I have that background where I look at it that it's half empty. It would take more searching, and it would take more searching inside the technical articles. And it would take quite a bit of work. I mean, I guess \$5,000, I don't know. It depends on what happens. Then, again, that will only raise you to a different level of comfort, that's all.

Bernstein: And then they'll say the same thing, and for another five grand, well get Rays to another indiscriminate level of comfort.

Boehm: Exactly. But we don't have to do that because we will be getting an article...

Bernstein: Right, from the searches.

Boehm: And from your investors because if I was working for them...

Buchsbaum: Let me put it another way. If you have somebody that will take this company and auction off the technology, okay? As it is existing...as it is unfolding, okay? And as the licenses come along. It's strategy. Some of these people bid on that. What are they really bidding on? It's potentials, right? Basically?

Boehm: Well, no, there's a present value of the technology. If you...

Buchsbaum: Well, not if you don't have patents issued on it.

Boehm: Well, sure there is. Sure there is. If he can get a royalty based on 2% of their products—or whatever it is—per minute, whether or not it is patented, absolutely.

Buchsbaum: My question is at what point does it become...is the efficacy there significantly enough from the standpoint of others now that would be doing their own review. You know, like, say a firm that would do the option. They'd have their patent lawyers take a look at what you're doing to see if they think it has a real good value. At what point does that come along? Is it six or nine months from now, basically? Is that when that probably would start to unfold as far as having a real relevant potential value? I've been trying to get a general..

Boehm: I understand your question. I guess I would answer...

Buchsbaum: General idea.

Boehm: If your licensees are spending a lot of money...

Buchsbaum: On your technology.

Boehm: On your technology, they're going to have their patent attorneys right now, today, go do a search, and they will have a good indication. They may come up with Prior Art that blows you out of the water. They may find nothing. They may not search it. They may say, we don't care about patents; it's the technology.

Buchsbaum: Reality, though, this is not the...more likely six to nine months as some licenses start to unfold here and as things start to come back, and that's when this thing will start to have some relevance more than it does right now? From the standpoint of the...

Boehm: That the patent will have relevance?

Buchsbaum: No, no. The technology has a value that can be created in the marketplace and turned to bidding.

Wheeler: Well, you can look at the technology as almost value added to the company. I mean, the company has worth because of the process and what we can provide and we can build it up. But it'll even astronomical more worth assuming that we have...that it's totally proprietary to ourselves. Now some companies have great technology that's proprietary to themselves, and it doesn't earn them money. For instance, Wang Laboratories went down the tubes. They had the best word processing, and they had the best of everything else. And, of course, a lot of their technology is licensed out there, as I understand it, to VisionAire and to...they did the true ones, and...

Buchsbaum: It's was also to get to the possible strategy for the company's investors, okay?

Utley: Right.

Buchsbaum: Or it may be at some point a window of huge value placed on this technology where you may take advantage of it.

Wheeler: Well, and to our investors, we have said, and we can continue to say, we are attempting to create a pool of intellectual property and protect it.

Buchsbaum: Okay.

Wheeler: But there can be no assurances that this will withstand the test of time.

Boehm: That is exactly it. And you never want even when it issues. You will get a good comfort level when you have a US patent issued in your hands.

Bernstein: Why?

Boehm: Because you've had an examination.

Buchsbaum: Because you've got some review.

Boehm: Because you have a presumption of validity.

Bernstein: That's why I'd like to get that first one corrected because that's the first one that's going to be examined.

Boehm: No, we've got one...oh, yeah, it is. It's the US.

Bernstein: And therefore I want that to be approved. The investors are going to say...

Buchsbaum: The first one that we're going to be issued will be issued in May.

Bernstein: And the investors are going to say what happened to patent one.

Boehm: 3/10 of 2000 was when it was filed. Typically a year...they'll get around to it within a year. Maybe it'll issue in. 18 months to two years

Buchsbaum: From right now or from then?

Boehm: From 3/10.

Bernstein: What is the process speed up? If you can show...

Boehm: If you can show somebody's infringing, you can have an expedited examination; but that doesn't always buy you much time, and you really have to get into the patent office the first time, and I'm not sure we can do that.

Wheeler: Wouldn't a good example of one way be that Apple had really great patents, and Microsoft was still able to come in and duplicate it, even though everyone knows they violated the hell out of the patent of Apple.

Boehm: Um, hum.

Wheeler: So I mean you could have a good patent and it could still go down the tubes. But another one I'm thinking of that did stand up was Polaroid had patents and Kodak tried to come in and do everything to distinguish, and wasn't able to and got clobbered, right? And there's probably a lot of every variation in between.

Boehm: Yeah. Wheeler: [Not in transcript this is strange here]

Wheeler: Are those the two extremes?

Boehm: Yeah,

Wheeler: those would be the two extremes.

Utley: Especially when it comes to method patents and software patents.

Wheeler: Yeah, what was the first thing that Brian

Boehm: ...and the more patents you have, the less chances. It's like putting out mine fields...less chances people to get around you. But if the original concept is broad enough and claimed right, Yeah, we can be okay.

Boehm: But what, the test - I guess what you're asking for is when we have that first claim promised, probably within two years of when you filed, which is March 10, 2000, I would probably say

Utley Doug come back, close it out again.
<Inaudible comment.>

Boehm: There were two points. One was the PCT and I got that in correct.

Buchsbaum: Right.

Boehm: The second point was everybody was saying you don't destroy documents. Lawyers do destroy documents; and in the patent realm, it is common practice to get rid of all of our attorney notes, but it depends on what the practice is in your law firm and your corporation. Most patent attorneys who use this practice that I've seen, it happens after it issues. You never do it before. I don't even like to do it then. I like to do it after all the...

Bernstein: I don't even understand why you're destroying it. If you've got nothing to hide and everything's on the up-and-up.

Boehm: But throw in the concept that I'm leaving the law firm. Let's say I'm leaving the law firm, my notes, who's going to follow up and destroy my notes to benefit you, because I do want them six months from now. Maybe that's what he's doing.

Wheeler: Yeah, he could have done it to protect you. He didn't want them around in the other office.

Bernstein: I don't know. I don't know. I don't even know if he knew he was leaving then.

Boehm: Now it's intentional!

Utley: But I want to comeback were going to file PCT and US on the new one. We're going to wait for the old one to get kicked back; and when it gets kicked back by the examiners, we'll then determine how we want to amend it. Is that what you said?

Boehm: No, I want to say something on that again. I think if you want a patent to pop quickly—if that's the goal, which sounds like it's a good goal—then, no, I think we should amend the claims with a preliminary amendment before the examination.

Utley: A preliminary amendment?

Boehm: A preliminary amendment.

Bernstein: Encompassing everything we can throw in there?

Boehm: Yeah, whatever support there is. But a preliminary amendment on whatever it is on the...

Bernstein: So we're going back to the original

Boehm: So I'll fix the 119 case yeah

Bernstein: March 3, 2000, to encompass what we've embraced.

Utley: When will you be in a position to recommend what that amendment will look like?

Bernstein: It should look a lot like the one we just did.

Boehm: Yeah, that's...

Bernstein: That's my guess.

Utley: When will you be in a position to...

Boehm: I'd have to...a few days...

Utley: About a week or so?

Boehm: Oh, Yeah, within a week, sure.

Bernstein: Okay. That's good.

<End of meeting.>

Transcription of Telephone Conference
Conducted August 2, 2000

Participants:

Eliot Participant, Jim Armstrong,
Brian Utley, Doug Boehm
Docket 57103-120

Note: Square brackets [] are used to indicate inaudible or indecipherable text. Text found inside brackets indicates transcriptionist's best guess. Since speaker names are not specifically identified, transcriptionist has made an attempt to identify based upon comments made in conversation but cannot guarantee that each speaker has been accurately identified.

Bernstein: Patent meeting.

Utley: ...all [it?] is is a set-top box doing that same function. It acts as a scan converter so that you can display on a raster display device as a pixel-based image.

Bernstein Armstrong: Okay. I wanted to start out by just making that comment because I think as we go through this, we just need to be sensitive to how it's stated so that in certain areas we make sure that it's stated in the way that Brian just indicated.

Boehm: Let's talk about that a little bit more up front here. Brian, can you give me...when you say a display is displayed as a raster, not pixels, a TV display versus a monitor? Or both?

Utley: Both. They operate at different frequencies, they have different scanned characteristics; but basically, they are quite similar. In fact, the very early monitors were TV screens.

Boehm: The reason we focused on pixels is because we needed to draw a line in the sand where we said something went [eeky].

Utley: The technology is pixel based. There isn't any question about that.

Boehm: He's right. I mean, pixels, schmixels. Is there any other way to draw that line in the sand and just use pixels as one embodiment; and is there a way to define the way you would pre-pack an image when it's going to be displayed on a display in terms of raster? Or anything else that you can think of. What we're doing is pre-packing sufficient information so that no two picture elements, whatever the heck they are, are displaying the same piece of information. Right?

Utley: Right. Of course, the trap is as soon as you get into the digital world, you are basically in a bit image format unless you use a more complex method which basically is you describe...

Boehm: Which is vector based, you mean?

Utley: Which is vector based where you describe line segments as vectors, but that's very, very, very much more complex and it does not lend itself at all to this kind of imagery that we're dealing with here. It just doesn't work.

Boehm: And it wouldn't pixelate, obviously, when you magnify it.

Utley: We'd have other problems.

Boehm: But you'd have other problems, right. But we're not worried about covering vector-based systems in this invention right now.

Bernstein: But should we limit ourselves...but we don't limit ourselves, either, do we?

Boehm: I'm thinking that a court could hold that you are, yeah, because we're talking pixels all over the place. We've defined some of the claims in terms of how to draw that line in the sand in terms of number of pixels versus

what's displayed versus what's pre-packed in; and maybe the whole string of claims wouldn't make sense unless you were talking in terms of pixels or picture elements. Maybe we don't have the word "pixel" in every claim, but my point is that...

Armstrong Bernstein: Is there any way to do it vector based?

Boehm: Yeah, there are generic ways...we'll, I'm not sure you want to do it vector based because now we can't draw the line in the sand.

Bernstein: Okay. I was thinking a separate filing if there was a way.

Boehm: Yeah, but I'm thinking of...you brought up a good point. We're thinking pixels or a digitized image. Technically, a photograph is grains.

Utley: Right.

Boehm: Is there a grain-based quality factor that we can tap onto?

Utley: No, not really. I think the closest...the part of that that [varies] is when you do the enlargement of the source photo image.

Boehm: Maybe we should talk data elements. Is there a...

Bernstein: That's the word I liked versus this...value data, additional data.

Boehm: But this is not...in the product, there is a big difference.

Utley: But because there's a big [batch] of formulas, you can't...<unclear; everyone talking at once.>

Bernstein: I understand that, I understand that.

Armstrong: But we could use data elements with pixels being an exemplary method for using data elements...here's one example of a data element, it's a pixel.

Boehm: The problem with that, though, is somebody could find a piece of Prior Art that uses the data for vector based.

Bernstein: Oh, [then we are beat] on vector base?

Boehm: No, if it's Prior Art...if it's done ten years ago...vector based...and you're saying in your spec that your claim language data elements cover is broad enough to cover pixel, vector based, and everything. Your claim now reads on the Prior Art, and your patent would be invalid. It could be interpreted that way.

Bernstein: Brian, were we ever able to do it vector based?

Utley: Well, there are certain things which you can do vector based.

Bernstein: That you can't do pixel based?

Utley: That you can do pixel based as well as vector based.

Bernstein: So we've got to be careful that they can't cross that same line.

Utley: Certain kind of graphics are done in vector based. For instance, AUTOCAD works on a vector-based system. CAD programs are typically vector based.

Boehm: Does the concept of your invention, of pre-packing the number of picture elements so you can zoom it and pan it, does that have anything to do with vector-based systems?

Armstrong Utley: No.

Utley: I think, Doug, it really doesn't. Vector-based systems don't play here, and I don't think the data elements buy you a thing.

Boehm: I think it could buy you trouble.

Bernstein: Okay.

Boehm: A good point in trying to broaden it, and we'll keep that in mind...

Bernstein: My question is, so does this cover if you could do it on a TV for a set-top box?

Boehm: I thought it did until...

Bernstein: That's what I was after. I didn't know if a pixel was involved in a TV.

Utley: Not in a direct sense.

Bernstein: In the display sense, though?

Utley: No.

Bernstein: Because we make a distinction between...

Armstrong: <Inaudible comment.>

Utley: But I told you that. But you do

Bernstein: Then were covered

Utley: Yeah...everything is carried up to a scane convertor which is simply a translation medium to translate from pixels into a raster.

Bernstein: Gotcha. Okay.

Utley: So you can display all of that on a laptop, and then it's direct mapping, pixel to pixel.

Bernstein: Or you can convert it to whatever you want.

Utley: Right. That's right. You can convert it to a NTSC or [PAL] or C-CAM or...HDTV

Bernstein: Or any display.

Bernstein: What about a game? What about a game are we set up to cover a game.

Utley: Yeah

Armstrong: I think if we look through this, You said that it need's to be...

Utley: Any kind of display device...

Armstrong: In it's invention, it's a calculation based on pixels, and we just need to be careful that the way this is worded doesn't preclude us from displaying it on a non-pixel-based system.

Bernstein: And that's what he just said. He said that...

Armstrong: He said we're converting the wordage here because we ran into it a number of times. As we all look at it together, let's just be cognizant of that.

Boehm: Absolutely. When we go through, we'll all keep an eye out for it. But when you say a non-pixel-based system is a raster system, I really don't agree with that. A raster is derived from the picture elements, right?

Bernstein: From the pixels. That's what Brian just said.

Boehm: Yeah.

Bernstein: So we can convert the pixels to any display medium we want.

Boehm: Yeah, but even if you look at the...when we get to some of the claims, when you look at the resolution of the monitors, they talk about pixels.

Bernstein: Well, that's what I'm concerned about a little bit.

Utley: Because what they're referencing when they talk about pixels on the monitor, they're really referencing the scan buffer that scans it out to the monitor, and it's not a representation inherently within the monitor itself.

Boehm: Oh, okay.

Utley: The monitor has no pixels. But the monitor has a [shatter vast] which, depending on the monitor technology, whether it's a Sony or a non-Sony—a Sony has an aperture grill—but they have a three-color dot matrix which has no direct connection with a bitmap.

Boehm: Oh, really? No association to the pixel elements coming in?

Utley: No, none whatsoever. A standard TV tube...a 17" TV tube has a dot-spacing at a [4.?] [4.?] inches, and a good display tube has got a lot of the diodes at .26, .27, .28 at the higher resolution, but it's where it's visually higher resolution, not necessarily what your scan buffer has.

Boehm: You don't turn the screen...the gun on and off for each pixel.

Utley: Right. It's a continuous beam scan, and you're modulating the beam.

Boehm: So I think the best we can do is keep that in mind when we talk about the language to converting this over to television display stuff[].

Utley: Yeah, on this page I did have an additional comment. On line 18 and 19, where it talks about ideal image quality requiring a minimum bandwidth for transmission. All I was saying here is instead of a limited bandwidth, it works regardless of the bandwidth, but it has less demand on bandwidth.

Boehm: Okay.

Bernstein: Let me ask you this. Let's say [Take bandwidth out of the equation and just say you play our image off your hard drive. It's still cool, so it has all the features we're patenting. Why do I even care about a limited bandwidth? Why do I care that that statement be there at all?

Boehm: Do you have any knowledge...I mean, ...

Bernstein: No, I have no knowledge that in Prior Art you can pull off your hard drive any differently. People did not say to me, "oh, what you did is cool because you can play it over a network." They said, "it's cool, so I'm gonna play it off my hard drive." And by the way, in the end, the file is on your hard drive. Even if you had a 2400-baud modem, the only difference is you have to wait 11 minutes to get the cool image. The coolness did not decrease by the time it took to download the image.

Boehm: Okay, again, we'll keep that in mind. I believe it's covered when we claim the digital image file because I don't think the digital image file claims pertain to a network. Let me...

Bernstein: None of it should pertain to a network really. It's an added benefit that we're able to transmit these rich pictures over a limited bandwidth network, but it is nothing even close to dependent or part of the coolness of the invention.

Boehm: Can I take a counter-position, Eliot?

Bernstein: Sure.

Boehm: The reason that you'd want...first of all, you have to describe the best mode of your invention. There's no question we have to leave network in there.

Bernstein: That's fine. Okay.

Boehm: And the more stuff you leave in there, the better it is for us.

Bernstein: As long as we're not limited to it.

Boehm: The claims are what defines what's limited, but again, if we are so broad brush in...the claims are interpreted in the language in this...

Bernstein: Well, don't be broad here. If you want to be broad, it can be your hard drive or it could be over a network, it doesn't matter.

Boehm: Right. The problem would be if the digital file that we're claiming in some claim #29 or whatever, if the wording of that claim says "uploading"...no, it says "transferring data," and that would mean over an Internet, and in the spec we come back and say that means over the Internet or...

Bernstein: ..or your hard drive, yes, I agree. That's why I put in some places upload, download. I don't care what you call it, don't limit as to download what I see in some places.

Boehm: Okay, that patent issue is three years down the road you sue your closest competitor. They had a guy that just came out of the print industry, and they have been downloading images in print off of hard drives for photo-processing applications for the past twenty years. He comes out with one article. Your claim directly reads on it because it's off the hard drive now because you have interpreted that claim to mean off a network. Your claim is dead.

Bernstein: No, but that's not...

Boehm: Then you run to claim two, which is dependent on one, which is going to say, by the way, it's over a network.

Bernstein: But it doesn't have to be.

Boehm: Claim two will have to say that, yeah, because otherwise your patent will fall, Eliot.

Bernstein: Why?

Boehm: What?

Bernstein: What my question is...

Boehm: Why will it fall?

Bernstein: Let's stick to the invention.

Utley: What he's saying is...let me see if I can...claim one is as broad as possible. Now, if something happens to lay[] on claim one in the Prior Art, you bypass that by going to claim two, which reads on claim one, which further defines claim one, which takes you out of the concept situation and into [cleaner].

Boehm: Right. You've narrowed the scope of your part of this technology world—the part that's protected—but you want to make sure that part is over what your business is.

Bernstein: Well, my business is...you see, my business doesn't need to involve a network. I could send somebody a CD of their hotel properties, like Hyatt, and say, "Here, you still have all the cool effects of my digital imaging products..."

Utley: But claim one doesn't say anything about networks.

Bernstein: Okay. That's all I'm saying, Brian. As long as you're not limiting me to a network.

Utley: Claim one doesn't. We used that deliberately.

Bernstein: Okay.

Utley: I'm going to talk about that again when we get to the claims.

Boehm: Let's talk about that when we get there, but again, my point is is you've got to be careful about what you say in the spec because the way claims are

interpreted is by referring to the spec. When you say "providing a digital image file," that doesn't mean much in the claim. The guy's going to go read the spec, see how you did it, look at your figures, and that's how this language is going to be interpreted. There's no broad brush back there. And you say, "oh, well it means everything," now claim one means everything, it reads on all the old prior art.

Bernstein: But it does, Doug, mean the hard drive, the CD...

Armstrong: Let me suggest something else. Let me suggest that what we're really saying, whether it's over a network or off the hard drive, is that the unique nature of our process results in high-quality images at low-file size, and so whether that low-file size...

Utley: <Inaudible comment.>

Boehm: Well, it's not file size.

Armstrong: Right. It could be huge files.

Bernstein: It could be huge files...

Armstrong: Hold on. Isn't it true that it is a low-file size given the amount of information that you're able to draw from it?

Bernstein: No, it's the large-file size. It's the opposite. You gave them more data. The file size is not relevant, nor is the bandwidth. That is a must-understand. This idea is cool whether it's played off your hard drive, played off the CD, played off the tape back-up, whatever you want to call it, over a network...whether you Fed-ex, this, Doug, because its the same effect whether you send it over the Internet, and that effect is the same as if it is a 2400-baud modem receiving it or a super-high-speed, as if the only difference between Fed-ex and the Pony Express is three days' wait, but you still are going to have this same package.

Utley: Right. But what you want to do in your claim is make sure that you're not...

Bernstein: Limited.

Utley: No, make sure that you haven't stated your claim so broadly that what is over here excludes your ability to claim over here. So you parse the claims, one very broadly, and then you keep narrowing it down so that if something happened over here, you've got...the network delivers it to you.

Bernstein: Okay. And if you're saying that limited bandwidth isn't in claim one, then we don't care.

Utley: Right.

Bernstein: But I just wonder why it needs to be here other than to describe what we did. You don't, by the way, need a network to describe what we did.

Utley: So we can strike network. We don't have to.

Boehm: Well, we're not striking it. We can take it from the claims when we get there, but I've got to leave it in as your preferred embodiment. That's important.

Utley: Right. We're on page one.

Bernstein: Why? Let me ask you why.

Boehm: Okay, there's something called the best mode...

Bernstein: Okay, let me explain that to you because I do understand that. The best mode of this invention stops as soon as you have the image, whether you ever sent it or not, or played it on your computer for that matter.

Boehm: Okay, Eliot, I don't think you would want to stick to that statement. You're saying right now that your invention is so bloody broad that if somebody had done this before on CDs but never done it on the Internet, and we can go sue them because they're now doing it on the Internet and your claim is valid, and when you interpret your claim to read "on the Internet," and

that's all you ever care about, but now we're going to get you up on the...

Bernstein: That's not all I ever care about.

Boehm: You care about stopping your competitors.

Bernstein: No, but I care about putting it on CDs and all those kind of things or using it for any other application. That's the key here, Doug...the file creation--the concept, the invention--stops before it ever hits the network.

Armstrong: What Eliot's really saying is that our invention does not include a delivery system.

Boehm: Right. So in one embodiment, it would. If you wanted to put a picture claim on your business, it's going to be one of our claims that includes a network, that includes pixels, that includes...I want a pixel claim...

Bernstein: That can include.

Boehm: Pardon?

Bernstein: That can include as one of the methods of delivery, but the delivery method could be a network, a hard drive, a CD-ROM, etc. As long as you cover all that, I'm fine.

Boehm: Okay, what I think we're arguing about is the mine field. You want a claim that's broad enough that if it gets blown away, okay it gets blown away; but I want a claim that's narrow enough that there's a less chance of it being blown away by Prior Art sneaking out of the woodwork because we're not experts in this field like Chris Taylor or something that could say, "Oh, you can't do that...here's a reference." That's why I'm a little...

Bernstein: Can't we say that that's an added benefit of what we've done? I mean, I don't want to be confined to a network, that's for certain.

Utley: You're not.

Boehm: Okay. In one claim, you're not; in another claim, I want you to be.

Bernstein: Okay, that's great. That's what I'm saying. AS long as you've got me covered on CDs or DVDs--somewhere in the future--that's fine.

Boehm: Okay.

Bernstein: Um, page 1.

Utley: In fact...I just want to cap this conversation. When you go through the methodology of the creation of the image and the display of the image and the formulas, there's nothing about a network.

Bernstein: Nothing.

Utley: Okay. So all of that gives you total freedom to claim wherever you want to place that...whatever environment you want to place that. I did have a thought, Doug, on the display and a way to kind of be a little bit more embracing.

Boehm: Than pixel based you mean?

Utley: Yeah, instead of saying display monitor, we just say display system, and display system can be defined as anything with a visual user interface, be it a TV or...

Boehm: That sounds...where is that?

Utley: Page 2, line 6, is the first one. It says "display monitor." If we just say "display system" wherever we have "display monitor"...

Boehm: Okay, not everywhere. This is the background. We're not really talking about our invention yet. The first time we talk about display is describing figure

1, which is element 3, is the display, so that's where we'll stick in it's the display...just the word "display."

Utley: Okay.

Bernstein: Yeah, system. Right.

Boehm: So, let's hold that in abeyance.

Bernstein: I had a comment on line 15: "Improved resolution for zooming and/or panning within a single image."

Boehm: This is the field of the invention. That's fine if you want to say that. All this paragraph does is points the examiner in the right art for the search.

Bernstein: Okay, and I would just clarify, too, on that, it's a single image, not a bunch image—the zooming and everything. This is one file that has all these attributes.

Boehm: Right. So it's "and..."

Bernstein: It can be additional files added into it, but those files retain the single image.

Utley: As long as it's understood that a single image embraces fixed images.

Boehm: How about a single window?

Bernstein: How about a single file?

Armstrong: That's probably good.

Bernstein: That's the right terminology.

Armstrong: Line 22 seems to me to be an incomplete sentence.

Utley: It is.

Armstrong: It should say, "It is known that one can view a digital image on a display."

Utley: That's what we talked about yesterday, Doug.

Boehm: Yeah.

Utley: And you had terminology for that.

Boehm: Yeah, let me find that. I know I do, but apparently it's not that handy where did it go. Yeah, here. We're talking about in the Prior Art it is known.

Utley: Right.

Boehm: And that's the concept. I can fix that sentence by saying...

Bernstein: That "one can" instead of "two."

Boehm: <Speaking as he writes.> "It is known that one can view a digital image on the display screen..."

Bernstein: In other words, it is known in Prior Art or whatever.

Boehm: How about "It is previously known that...?"

Bernstein: Yeah.

Boehm: Okay. "It is known."

Armstrong: "It is known." Period. Previously or now. "It is known that one can view..."

Boehm: "...one can view a digital image..." and get rid of two..."and zoom and pan within that image." Right?

Utley: Uh, huh.

Boehm: Boy, at this rate this is going to be a long conversation.

Bernstein: Yeah, it is because we go now to the next page, too, thank God, and where it's circled pixels, let's just be clear.

Boehm: I'm sorry, I've got to back up. "The limited bandwidth network," how are we changing that?

Utley: We're going to remove that.

Boehm: We're going to get rid of what?

Bernstein: Well, you don't need it.

Armstrong: Delivered through its display system. "The viewer desires ideal image quality delivered to his display system."

Boehm: Okay.

Utley: And then you can go on. "In a network environment..."

Bernstein: This is even more...

Utley: Right. And then you say, "In the network environment, it's important to transfer an [idea or image] in a reasonable amount of time."

Bernstein: There you go. That covers everything. Okay, so we go to pixels and pixelization terms, and my question is, and Brian will help me here, when you're looking at the screen and you zoom, are you seeing pixels?

Utley: You are seeing pixels.

Bernstein: But the screen has no pixels.

Utley: No, but pixels are mapped into a raster-based generation; but yes, there are pixels.

Bernstein: Okay.

Utley: You see pixels.

Bernstein: Okay. You do?

Bernstein: Yes. There's no pixels but yet you see them?

Utley: It's not a pixel-based medium, but the raster presents pixels.

Bernstein: And it presents them distorted?

Utley: It will present them distorted.

Bernstein: Once you magnify them?

Bernstein: Okay.

Utley: It may take more than one raster to represent a pixel. In other words, a pixel is a composite. If it's a very large pixel, it'll take several raster scans to create a pixel.

Bernstein: But you will still see...

Utley: To see a pixel.

Bernstein: And then when you blow it up, you'll still see a distorted...

Utley: Right.

Bernstein: Okay.

Armstrong: This is the first opportunity where if we wanted to, we could say, in line 3, "...in which the pixels comma (data elements) comprising the image"...

Bernstein: We can't.

Utley: We don't want data elements, we don't want data elements.

Bernstein: Because do you see what's happening? You still are drawing off a pixel base.

Boehm: Pixel, and then this is goofy because in the next paragraph, we define what a pixel is. We're defining pixelation first, and then next we're defining pixel. Why don't we not define pixel up above...oh, yeah, I have to. "In which the pixels, i.e. picture elements..." How's that?

Bernstein: Yeah.

Boehm: In other words, everybody knows what a pixel is, but we're just throwing it...

Utley: It's a picture element.

Bernstein: Okay, that's fine.

Boehm: "Pixels, i.e., picture elements."

Bernstein: Right. That might even cover us in other space that we don't even know yet. Okay. Go to page 3...

Utley: On line 6, this is an opportunity to introduce the notion of a display system instead of a display monitor.

Boehm: It is...

Utley: Is that a problem to you?

Boehm: It depends on where we have to go with it, Brian. Where do you see us going? Do we need the differences defined later?

Bernstein: You could be very accurate here, Doug, because when this was invented, I ran my computer slash my TV at times. So it was through both displays. Remember, Brian? I brought you over. So I've always been running through a scan converter, my TV.

Boehm: So where do you want to go with this, Brian?

Utley: I just want to say "display system," and the reason I say that is because if you say display system, you integrate into the description the scan converter. If you say "display monitor" itself, a display monitor does not contain the scan converter. That's generally housed outside in a set-top box or in the computer hardware itself.

Boehm: Okay, I agree with you that you want to make that distinction; but do we want to make that distinction? We're still in the [background]. We're describing somebody else's, not ours yet.

Utley: Yeah, you tell us where you think the best place is to put it, Doug.

Boehm: Well, I definitely want to put it when we first represent what display 30 is.

Utley: Okay.

Boehm: What I don't know if...

Bernstein: Okay. By the way, here it's true, too, [what he says]. Brian's saying...

Boehm: It really is.

Bernstein: Yeah. In Prior Art, if you play that on your TV, it's still pixelated. It didn't matter if it's a monitor or TV. So Prior Art, no matter how you played it, did that, and that's good to say.

Boehm: In the background here, it's not important. What we do in the background is try and set up that the strawman of the Prior Art had these problems, and then you knock them down with your invention. So whether you set him up with the display or display system and you knock him down, he'll fall just as hard. I don't think that's going to make a big.

Utley: That's not a big deal here.

Bernstein: But it has to come somewhere in here.

Boehm: What if we're making some stupid statement here. Let me read those paragraphs to you real slow here, and then let's make a call on it because; or if this is a good opportunity where we have to figure out the difference between a raster and pixel-based system or scanning lines or anything, if we have to make that...if we have to educate the people in order to interpret the claims later, then now is as good a time to educate them as far as what's the background. I don't think we need to do that.

Armstrong: I personally feel that if we're going to be later using display system to define more broadly how we display things, we might as well refer to Prior Art in the same way since it does include it.

Bernstein: It doesn't hurt. It can't hurt because all it's saying is that Prior Art, no matter what system you played on. Here what you're saying is Prior Art, when you play it on a monitor.

Boehm: I guess just from experience, there's really no right or wrong answer on this, guys; but just from experience, I would tend to disagree with you. Whenever I define a term that I care about, I always define it in the spec, especially if it's not a normal, common, everyday-type term that you want to talk about in the background because when you're saying that it's the same in the Prior Art as it is in your invention, you say that today and you may want to argue that today, but maybe you want to change your mind tomorrow; and when the litigators litigate this, they're going to wish like hell you never said that it was the same in the Prior Art.

Bernstein: Okay.

Boehm: You can point to your spec and say, "voila!"...

Bernstein: And say we were working on our TV...

Boehm: ...our display system, and it's defined as such.

Bernstein: That's fair.

Boehm: And you can't go back to the Prior Art to define it.

Bernstein: Okay.

Boehm: So there's legal ways of doing it.

Bernstein: Okay, so let's see where we insert that correctly.

Boehm: Yeah, I think it'll be later when we're talking about element 30 when he defines the blocks of the system. Let's see...

Utley: On line 14, where you say "represented as a triple..."

Boehm: Yeah?

Utley: I think the correct word is "triplet."

Boehm: Okay, Steve pulled this from something on the Internet, so if you say "triplet," that is right, yeah. Triplet. Good catch. It took five of us to catch that! <Reading out loud to himself...> Here's the bandwidth.

Bernstein: Yeah, "...thereby speeding the transmission." Now that is true, but it's not necessary.

Boehm: "...decrease the file size..." No, he's got it right here, right?

Bernstein: Well, "...this results in a small source image file size," period.

Boehm: No. The whole sentence says "plus the teaching in the art..."

Bernstein: Okay, okay, yeah. That's right.

Boehm: No background. We're still setting up the strawman to knock him down.

Bernstein: Gotcha, but we don't need a network or Internet.

Utley: We're not talking about us—we're talking about the other guys.

Boehm: Yeah, Prior Art, and they were compressing the hell out of it and moving information because they knew they had to go through this limited...

Bernstein: No, but let me ask you this. Let's say you just set it up on your computer—you never put it on a network, I'll just give you the same argument—you wanted to display your family photos on your own display system. You built a frame, you put a picture, matched the size to the frame; and voila! It's on your system, you can't do anything with it. You can't zoom. You haven't communicated it over a network; you haven't sent it to anybody...but you still can't zoom on it.

Boehm: But you still can zoom and pan, you mean?

Bernstein: You still can't.

Boehm: Oh, you still cannot?

Bernstein: No, because you built the frame wrong.

Boehm: Oh! Okay, okay.

Bernstein: So I mean you built the image to target wrong.

Boehm: Oh, I see what you're saying.

Bernstein: Yeah. So it didn't matter if you transmitted over any network.

Boehm: Now this will get really hairy...how did you build it wrong?

Bernstein: Well, because you only gave the frame the appropriate size as was necessary to fill the frame.

Utley: You designed the frame to the image.

Boehm: Yeah, so it doesn't magnify at all?

Utley: Right.

Bernstein: Right, whether you had a network involved or not.

Boehm: Okay, and if it's a little bit bigger than the frame, you can still pan but not magnify—but not zoom.

Bernstein: Right, but the teaching in the Prior Art would be to match the frame to the image.

Boehm: Okay.

Bernstein: That's how the world's been working for a long time.

Boehm: I totally agree. Maybe we should throw that...does that say that here?

Bernstein: Well, I guess there are a lot of places where we're going to add it.

Boehm: Well, that's a great line what you just said..."match the frame to the image."

Bernstein: You see, that's going to become critical when you say that "two times magnification at least" because the truth is nobody built a picture

saying, "I'm going to give it a little more edge so I get a little more zoom." That's the difference. You built the picture...you had a frame size...you popped in their image to be that frame size...you created the image for that size. You didn't say, "I'm going to give them an extra pixel so they can zoom a little," or an extra pixel or two, or two times. So one drop, one pixel more than is required, is the new out.

Utley: Well, the only thing we have to be careful about is that there are applications that allow you to create an image which is larger than your viewing window and operate on an image which is larger than your viewing window. What's different is that that image, when you see it in the viewing window, what you're looking at is the image as it is intended, you're not looking at a compressed form of the image--by compressed, I mean a scaled form of the image--so that...

Boehm: Or it sits in the frame.

Utley: Right. So it's not sized to the window, it's sized to the system frame, whatever the application is, but it doesn't allow you to zoom into the image which will all you to avoid pixelation.

Boehm: Right, and I [] when we had Chris Taylor say he had done years ago on his website...you can look at his website, by the way--msoe.edu--and Dr. Chris Taylor has his own link to his own personal web page, and he...

Bernstein: Where is it?

Armstrong: msoe.edu.

Boehm: msoe.edu, and Dr. Chris Taylor is his name, and it'll have a subdirectory for him. Then on his subdirectory, it'll say, "Go see images from my own website," and then he has his own personal thing; and in that, he has pictures of stuff. And he says those pictures, which were done way before you guys--when he first got here to Milwaukee, I guess is what he said--but he said that there are more pixels there than are needed, and that's just the way it just happened to come out. There was no intent to do it one way or the other way--he didn't intentionally match the frame size to the image--that's what happened when he did it. But he's not providing scanning and zooming, and...

Bernstein: Well, that's the difference.

Boehm: And, but he is not providing more than two times the pixels.

Bernstein: Well, that doesn't matter [] because really we're just saying that our art is based on the fact that we're providing extra data that allows, whether it's one pixel or not. One pixel might give you a zoom factor of .00004...

Boehm: I see what you're saying...

Bernstein: So why should be ever limit...the object of the invention is to create zoom by giving more data.

Boehm: Right. Can you zoom, Brian, without going twice the number of pixels?

Utley: Sure. Well, you can zoom to...what you're saying is you have a target image which is 2x the window, or 2x the viewing image, and, yes, it can be anything over and above the size of the viewing image. It's just a practical question of does it have any value...

Boehm: Right.

Utley: ...when they have such a limited...

Boehm: Magnification factor.

Bernstein: But we don't know into the future if it will. Somebody could get around us by getting it somehow under a 2, or, as a matter of fact, what if you only need 1.5? Why should we limit ourselves because that's not what was created?

Boehm: Okay.

Bernstein: You know what I mean? We didn't pencil it out and say two times is what we need to do this.

Boehm: That's a good...we got that...Steve and I must have come up with that two times.

Bernstein: We all came up with it just because the first button on your magnifying glass is two times.

Boehm: Okay.

Bernstein: And we were thinking...here was our thinking...that you were able to click that button on a regular image, and you were still okay—a little fuzzy—but you hadn't blown apart. So we were thinking anything beyond that. But actually as I re-thought that, I said that's not the issue here. If you're designing screen size to match frame size, it doesn't matter if you give it one drop more. That adds to the zoom capability by some factor...that extra data. But one and half times. What if you only wanted...what if your client says "I've got a picture of my wife, and she's ugly, so I only want a one and a half times magnification on her face."

Utley: Okay, we all agree.

Armstrong: Anything more than one times is the definition.

Boehm: And I think he's got it in claim 1. He scratched out "at least twice" and put in "is greater than."

Bernstein: Right.

Utley: So the right way to say that is that the target image is larger than the viewing image, and you've said it.

Boehm: But just claiming that concept.

Bernstein: Right.

Boehm: No...and providing zooming capability?

Bernstein: Absolutely.

Boehm: Right.

Utley: Which is the way you have it worded in claim 1.

Bernstein: I don't care if you built the picture and your frame size was "x", but that wouldn't achieve anything that we thought was cool. That would just mean you have an oversize picture in a frame and you could move around by grabbing the picture. By the way, that brings me to what made us start thinking about this was your Adobe example. You are grabbing a larger image, but you're moving it around kind of clumsily and it's not achieving what we achieve. Do you follow? Because you're just grabbing and kind of moving. As a matter of fact, there's a technology that's out...

Boehm: Yeah, but you can zoom, zoom, zoom in there.

Bernstein: Yes, straight in, and then you've got to grab it.

Boehm: Yes.

Bernstein: And move the larger image from that portion around. There's a technology called [Zif X] out today that allows for something similar to that, but yet it's very annoying that once you're in, you're in and have to grab and move around. It's a much different effect and feel than what you get when you look at our images and grab and move around. You know what I mean? In our image, the whole thing is there pretty much.

Armstrong: And this is a distinction that we begin to make on page three where the ability...our art allows you to, on a single image, once that image is

received by the system or displayed on the display system, it is complete. You're able to zoom in and pan around on it, and there isn't a requirement for the system to re-draw the image or any section of the image.

Utley: No, no, no, you can't say that.

Armstrong: Why? Let me first say what I'm saying, then we'll take out the parts that are wrong. Then the difference between some of our competitors is that they require if you are to zoom into an image and look at that zoomed portion of the picture and then pan at that zoom level to another section of that image, that image needs to re-draw the new information in order for you to see it.

Utley: And that's the trap because. In fact, the display system only buffers what is on the screen; and when you pan, you refresh the display buffer.

Armstrong: Even in ours?

Utley: Yes. You have no control over that.

Armstrong: But you have to because that's how you get a new image.

Utley: That's just the way the system works.

Armstrong: Right, right. You can't really do without what you're seeing on the screen. You've got to redraw.

Armstrong: Well, maybe this is the distinction for..

Boehm: But you're not grabbing a new file...you're not grabbing more files.

Armstrong: Right, and that's what I was about to say. The distinction perhaps is for the delivery over a network, and that when it is delivered over a network, they require the transmission of additional data, whereas our data has already been received in its totality.

Boehm: Well, that's the exact thing that the Yahoo! Map will do, right? You want to zoom into a map...

Armstrong: Precisely.

Boehm: ...it grabs a new image, and there is the network. But what Eliot was saying earlier was well why not make the network the link to your hard drive.

Bernstein: Right, it is.

Boehm: So then do you have to go get more information off the hard drive? That's the question.

Bernstein: Yeah.

Utley: No, be careful because in this day and age of virtual memory systems, there's a big grey area between the RAM and hard drive. The system may put part of that image on the hard drive.

Bernstein: It might put part in RAM; it might put half of it in the network.

Utley: That system can reside in several different places, and you don't know it. The system is managing the resources.

Boehm: I agree. So we have to figure out how to define in broader terms, just put it in memory or, I don't know, put it in sourced image storage. In other words, if a file comes over and gets lumped in Memory Means A, then it gets displayed to the display using however you want to do it, the question is, when you're zooming, do you have to go back to Memory Means A, whether that Memory Means A is across a network or on your hard drive or in a different PIM.

Bernstein: Or B, that's right. And that's a big difference, Brian.

Boehm: Because now you're getting real technical, and I don't know that you're not doing that.

Utley: The problem is that as you try to increase the precision of what you're saying, you have to be very careful.

Bernstein: Well, then we've got to take back "...one drawback of this type of system is that each zoom or pan operation requires the downloading..."—downloading is definitely the wrong word—"...of additional data over the network..."

Armstrong: Line 8?
Bernstein: Yeah. That's all wrong.

Boehm: What page are we on?

Bernstein: We're on page 3, line 8: "One drawback of this type of system is that each zoom or pan operation requires the downloading of additional data over the network connection." Well, that's not exactly what we're...

Utley: We're talking about the art...the state-of-the-art now. We're not talking about...

Bernstein: Or mapping the travel?

Utley: We're not talking about our system.

Bernstein: Okay. Then that's fine.

Boehm: That's exactly what the advantage of this system is, isn't it?

Utley: Yeah, exactly. It's not designed to work that way. It's designed to be an integral component of the displaying system.

Boehm: And also we're talking about the Yahoo! Map.

Bernstein: Once again, however, it's not limited...Let me ask you this question because I don't see networks at all, right? Let's just look at the Yahoo! Map program.

Armstrong: I've got it on CD ROM.

Bernstein: No, no, that's okay. I know what we're doing. When you move, whether you move on a network or off the network, it grabs that image, and it's different than what we look like. There's a definite difference of how those two things work. Do you follow me, Doug? So it doesn't matter whether it's on your hard drive drawing the data, over a network drawing the data, what matters is that you perceive a difference between the way that the Yahoo! Map goes and grabs another closer section of the map and you're stuck there. Now you can't move back without going backwards to that other image or to the left to that other image or to the right to that other image. All these things are broken down into "other image" basically.

Boehm: Right, you're getting another what you called the hotspot. These are all hotspots.

Bernstein: Right. Which is that technically a new file?

Boehm: That's a new file.

Bernstein: Then maybe that's our differentiation.

Utley: We have to be careful.

Bernstein: Well, we don't go from another file.

Utley: No, but they're going to go...

Bernstein: They may say that's all in one file. Right.

Utley: So that would be...

Boehm: I think that they are going for another file because whenever you click on another map...

Bernstein: So Brian's right. So what? Even if they were and there were 8 million files, we could combine it into one and call it one. But then if you just made what we do...

Utley: You really have to be very careful because you don't know how they organized and structured that whole mapping system.

Bernstein: You know what you do, Doug? You describe the optic. You say this is what you see with their system, and this is what you see with ours.

Boehm: That's what we're trying to do here.

Bernstein: And let's not let that get too complicated. Let's what we're trying to get explained out over time.

Boehm: You can't.

Bernstein: If somebody wants....

Boehm: That's the key. That's what our frustration is as patent attorneys. We have to define your invention in the legal technical words. You can't wave your hands at it. If you do, you won't get a clean street of passage.

Bernstein: You can't say it looks prettier?
Boehm: It won't be upheld in court.

Bernstein: You can't say it looks prettier, huh?

Boehm: No, you can't. And that's what I'm saying. I agree with you...I'd love to say, "When it looks like idea technology..."

Bernstein: Well, explain to me what's happening in my brain, then, on an electrical signal impulse, because there's a definite perception definite between what I see, why I see it differently, and how it relates to what I do, which gives you a completely different spatial representation within an image because of the way that I'm manipulating data. See, I always looked at our technology—and maybe this stupidity might define something here—I always looked that when you take that big image of ours versus one technology where you could...let's say we both have big pictures, okay? Let's just say we both go with the big picture in a small viewing frame. One says you can move the frame or the picture and get a new image of that image, or you can go deeper on it by drawing another whole separate image, okay? Mine, I always looked at it is that it puts the frame in the center; and as you hit zoom, you're sucking in data towards you that's coming from the outside peripheral, not in separate little chunks and new images, but as one image, and it's pulling it into like a vortex, so to speak, and giving you that new data to let you zoom or move. Follow me?

Armstrong: Let me ask a clarifying question of Brian. When we transmit a file to a user, he gets the entire file into a .TMP file?

Bernstein: No, it's just hard drive.

Armstrong: Right onto a hard drive. Now, as he manipulates the image on his screen...as I zoom to level one and then to level two or level three, or I pan within it, what sort of access to that file is made inside the computer, let's say?

Utley: It varies.

Armstrong: Okay, but there is regular access back and forth to data points within the file?

Utley: Yeah. Part of the picture may be residing on the file; part of it may be in active RAM.

Bernstein: Doug?

Boehm: Um, hum?

<Utley and Armstrong continue their conversation in the background as Bernstein continues with Boehm.>

Bernstein: Let me ask you to try and help me define something. Take a frame...take a small piece of paper and make a frame, okay? You ready? You got a square piece of paper?

Boehm: You want me to cut it? Yeah, I've got a sticky yellow pad here.

Bernstein: Perfect. Use that on top of your patent application and put it in the center. In my thinking where I don't understand that, when we do the Prior Art, when we take that frame and we want to see the upper-left corner—now remember, our piece of sticky is in the center—we now want to go to the upper-left corner, we've got to move the frame over the upper-left corner and now we're seeing that part of the paper.

Boehm: Which means you're moving the viewing window over a huge image.

Bernstein: Right. Or, you're moving the image to fit in the frame.

Boehm: Right.

Bernstein: Okay. Now with mine, put that viewing window in the center again; and let's say you want to zoom in or go to the...zoom in, what you're really doing is sucking in this data, aren't you? You'd be almost pulling through the paper through that frame. That's why you have that attached.

Boehm: No, what you're doing is you're scaling the...

Utley: You're scaling the total image.

Boehm: Yeah, the total image specifically or to fit a reduced frame.

Utley: But they're leaving the image as it is.

Bernstein: Ah, then there is a defining difference.

Utley: I know, that's why you call it zooming. That's why the invention is described the way it is. That's why when I do all the pictures and show all those relationships, that's why it's designed...it's laid out that way.

Boehm: Can we define our zooming in...

Utley: In fact, there's a scaling...

Boehm: ...as a scaling mechanism?

Utley: ...viewing window.

Bernstein: That's the question...can you...

Boehm: Can we define our zooming as the scaling of the image to a different window, which is the normal way, I think, of zooming and scaling. I don't think of...

Utley: The effect of zooming is to rescale the target image into the viewing window, or some portion of the target image. What you're doing when you zoom in, you're now scaling the complete target image to a portion of the target image, and then what you're able to do is take that scaled portion and move it around to the entire image, but it's at its given scale level. You don't have to re-compute the for every portion of the image.

Boehm: Right. I think we're fine with what we're doing. I just think we've got to...there's this topic 14, to be cognizant of as we go through this, to make sure that we distinguish our zooming from hotspot zooming by zooming by grabbing another file.

Bernstein: Right.

Boehm: Our zooming is scaling.

Bernstein: It's also by grabbing another file because it would be our view that that set of hotspots could be combined into a single file, and it definitely could be designed that way. I mean, I could write the file to be that.

Utley: But it would be another file?

Bernstein: No. I could take all five hotspots and write them into one file.

Utley: So the [] will be in one file?

Bernstein: Right. Exactly.

Bernstein: So you've got to be very careful here of what the difference is. It's such a minute, yet it's such a profound difference what we do...

Utley: But it is another image.

Bernstein: It is another...right. Not another file. That's the difference, right.

Boehm: It's another image?

Utley: Yes.

Bernstein: Of course. A hotspot would be second shot of that image at a closer scale...at a closer view...but it could be combined in one file in the end, even though it's two separate images. And the hotspot could drive right through it in that single file source.

Boehm: I'm thinking that if the mechanism for our zoom is to do the scaling kind of on the fly as you're walking around, we never go grab for another file...

Bernstein: Or we never...

Boehm: Hotspot or not—I don't know how many you put in there—you see, what I'm worried about is, guys, don't you have hotspotting on your website?

Utley: No, here's what...

Boehm: Yeah, we've had them.

Boehm: You've had them, right.

Bernstein: Yeah.

Boehm: And that concept of zooming is grabbing another image file.

Bernstein: Well, but it has the same attributes as our current file, so it's just grabbing another enhanced digital image.

Utley: It's grabbing another image, and you don't have to define it as a separate file. Just grabbing another image. Let me tell you what I think differentiates between one of these systems and what we have. We have, if you think of the target image as the user interface, we have an encapsulated image. It is an encapsulated image that is [] into a file that is transported as an encapsulated object, and it is manipulated as an object, and you zoom into that object. It is an object whereas in a mapping system, your object is really the whole map system, whatever that is, and...

Boehm: It's the system application for that.

Utley: Right. What happens with the mapping system is the application will create mapped objects according to what you...

<End Side 1, Tape 1; begin Side 2, Tape 1.>

Utley: ...which are then handled individually as you need them or as you request them. What we're talking about is an encapsulated image which has all these attributes contained within that encapsulation.

Boehm: And that would be true whether or not it's on a hard drive?

Utley: Right.

Boehm: I guess that's right...yeah.

Bernstein: And then, so we are striking downloading and additional data over the network connection.

Utley: Prior Art doesn't need that either.

Bernstein: Prior Art doesn't need that. To do Yahoo!'s Map, you don't need a network and you don't need more data over that network. You see, you'd never beat this argument. A network is just a hard drive because really in the end all you've done is like added a cable to your hard drive, and all you're talking about is the length of that cable, really. So networks are not applicable really to what we do. They are an added-value benefit that we can get through that cable quicker or whatever, but they are not the key. The network could be considered the cable between your hard drive and the display. You know what I mean, Brian? We don't need any...

Utley: No, but what you want to do is you want to make sure that you specifically address a network environment.

Bernstein: I wholly agree.

Utley: In addition. You absolutely want to make sure that the...

Bernstein: That's huge, as an additional wire, meaning it's got different...

Utley: Then that's the way to approach it.

Bernstein: Okay. You follow that, Doug?

Boehm: No. Slow it down.

Bernstein: Okay, it's all based on this. You can do our invention off a hard drive, and it's still cool. The fact that you can transmit it over a fat pipe or a small pipe or FedEx it has no bearing. It does what Brian says: it is more valuable in a network environment because it now has the attributes to give greater, richer data that you didn't think was possible in the shorter time. In the end, you see the network and the limited bandwidth, that never mattered because no matter, let's say your pipe was a toothpick, it would get there by tomorrow. Let's say your pipe is a direct line to the hard drive that's able to suck it up at 10,000 RPM or whatever...what's the term?

Boehm: RPM, yeah.

Bernstein: What's the term? Not RPM.

Boehm: Bits per second or...

Utley: BPs.

Bernstein: Is that what you talk about a hard drive?

Utley: Well, RPMs.

Bernstein: Is it?

Utley: Well, yeah. Technically.

Boehm: The data transfer rate...

Bernstein: Yeah, I'm talking about how fast you can access your hard drive as a number that you buy hard drives based on 7200...

Utley: Oh, no, you buy millisecond access time.

Bernstein: Okay. So we're now 20 years into the future, and Brian invented a pipe that can suck down that speed he just said—hard drive speed. Well, there's no difference now, is there?

Boehm: Sell me on the concept that there's no difference between one hard drive and a network, and you're going to put the whole network industry out of business if you go there.

Bernstein: No, no, because it's a cabling system.

Boehm: I know, but...

Bernstein: It's just an accessed tour drive.

Boehm: And I think your point, and I think we've been there, that we're going to try and claim the broadest embodiment of your invention to be independent of any network or any hard drive or any...

Bernstein: And Prior Art also doesn't need any downloads or any networks. Prior Art, you can do Yahoo! zoom and pan, and Jim Armstrong just said it a minute ago, "I have it on my hard drive." And the program still operates by moving and grabbing this additional data. It has no network attached to it. He's doing it off his hard drive on a CD.

Utley: I thought we already covered that.

Bernstein: Well, I'm just saying one drawback of this type of system is that...and what it should say, if you want, is one drawback of this type of system in a network environment...

Boehm: I'd be happy to say that, but that says that over the network connection. The whole paragraph is to describe another example of prior systems.

Bernstein: But those prior systems don't require networks.

Armstrong: Let me suggest that...

Utley: Wait a minute, wait a minute. Come on. The first sentence says, "...over websites."

Bernstein: But all I'm saying is it doesn't have to.

Utley: Well, it's describing Prior Art, and this particular example is over Web sites.

Bernstein: Ah, versus Web CDs?

Utley: Yeah.

Bernstein: Or Jim's Yahoo! CD.

Bernstein: Okay, then I understand one example.

Boehm: And that's where we're going with the background. We're spinning our wheels here. Now if you want to add that to clarify, that's fine; but I don't want you to take away the distinguishing features that you have over networks because you may have to go run there some day.

Bernstein: Then do what Brian said: add it as an additional factor.

Boehm: Absolutely, but I guarantee you're going to have to argue this when we go to the foreign countries, like at the European office examiner, they're going to be really mean and nasty. I will bet you that they will find some very, very close art, and we will have to be throwing in all kinds...and my guess is that we're going to have to be throwing in all kinds of words that will have to be supported in the spec now to come up with something to survive a European examination if they find anything close, if we're not right that this is totally a broad concept. I'm just trying to...

Bernstein: Okay.

Boehm: We have to have a direction to run, and I need the ammo to do that; and I can't run to the network argument if you've either taken it out...

Bernstein: No, we're not taking it out, we're just...

Boehm: Or just minimized it.

Bernstein: We're not minimizing it. We're just saying you don't need it, but in that environment, it is also added value.

Utley: Let me point out one other thing why it's important...even more so. If you take the implementation like a Zif X, if it's local on your local system on your hard drive, you wouldn't care whether when you pan you reconstruct the piece that you're moving to.

Bernstein: Sure, that's different from what we do.

Utley: Because it moves very quickly.

Bernstein: But it still looks different from what we do.

Utley: But I'm not talking about that. I'm talking about when you move the magnifier, you reconstruct the piece that's coming into the window, but you would never see that. But over the network where you have elements which extend the response time of the system, it becomes a big deal, and therefore what you've got becomes more valuable...even more valuable over a network.

Bernstein: That's what I'm saying. Okay, I agree with that. So we're all hip on that.

Boehm: I think so.

Bernstein: Okay.

Bernstein: All right, let's move on.

Boehm: Where were we?

Bernstein: We're on page...

Boehm: Three, right?

Bernstein: We're through page 3. We're onto page 4.

Armstrong: Oh, and by the way, we also had a change on 21, if you noticed.

Boehm: Okay, let me run over the changes on page 3. <Reading out loud> "...additional map data" should read just "additional new images and sends it over..," that would be fine with me. Oh, how about "additional data as additional new images"?

Bernstein: "Additional source material"?

Boehm: That would be...

Bernstein: "Additional source data..."

Boehm: "...as additional map images"?

Bernstein: Yeah.

Armstrong: I don't think you need "new images." I think just "source data."

Boehm: But it's really getting a new image. It's getting a new map. You're looking to the file. You're going back every time.

Bernstein: Okay, "additional source data." Well, ours goes back and grabs more source data, too.

Boehm: Exactly. But we've got to be careful. But we're not going getting additional new images. I may have to argue that, so you've got to have that in there.

Bernstein: Yeah, okay.

Boehm: "...retrieves additional source data..." how about ", e.g., additional new map images"?

Bernstein: Right. That's fine.

Boehm: Okay, "...and sends it to the user computer." Wonderful. Okay. Next change.
<Reading out loud.>

Bernstein: We already dealt with that.

Boehm: So what do I do? Scratch it? Do I leave it in there, or what do I do?

Bernstein: Well, that's just saying our stuff, so you're still talking about the prior stuff.
Boehm: We're talking prior art.

Bernstein: Okay, so that's scratched.

Boehm: Okay. Next comment...

Bernstein: And that, again, scratch that one.

Boehm: Okay.

Bernstein: Because we're talking Prior Art here.

Boehm: I'm setting up the strawman, but now we're starting to knock him down.

Bernstein: Okay. Also, "there's a need for a system and method for providing a digital image suitable for sufficient file transfers." I don't care if it's hi, low, medium.

Utley: On 21.

Bernstein: 21.

Boehm: It says...I just think that "high-speed file transfers" is a pretty good term of art.

Bernstein: Well, but then somebody will say, "Is that high-speed cable or modem?"

Boehm: Oh, I see what you're saying.

Bernstein: Efficient.

Boehm: Higher speed?

Bernstein: No, we don't care about speed. You could do it at 2400 baud.

Boehm: We don't care. Whether...

Bernstein: The other system didn't care either.

Boehm: Okay, that's fine. I'll leave it, then get rid of high...

Bernstein: You're just stuck with whatever speed the guy's got.

Boehm: <Reading out loud.>..."to engage in long and slow conventional continuous file downloads..."

Armstrong: And that's fine.

Boehm: What's a continuous file versus a regular file?

Armstrong: Get rid of continuous. You don't need it.

Bernstein: Yeah, you don't. What we were trying to say is that additional data there, but we've already got that.

Boehm: As long as...yeah. And that's why I need that language up top to say, "...additional data," "additional new images..." Somewhere where I can go argue that this is what we meant, and that's what the Prior Art does. Okay. Whew! What's on the bottom?

Armstrong: What we've been talking about. It's all we just discussed.

Bernstein: Forget the top comment.

Boehm: I can't really...it's cut off at the top.

Bernstein: That's fine. It's not relevant here.

Boehm: Okay.

Bernstein: "At least twice greater than..."

Boehm: "At least greater than..." that's good.

Armstrong: Not "at least," just "an image size greater than..."

Bernstein: Right.

Boehm: Yeah, duh! Okay. <Laughter> I'll tell you why I'm kind of groggy here now, later.

Bernstein: We were groggy, too. We were doing pans 'til 4:00.

Boehm: Til 4:00?

Bernstein: Yes.

Boehm: And then...so how many hours sleep did you get?

Bernstein: None.

Armstrong: Four.

Bernstein: Well, Jim got four. I got none.

Boehm: Okay, I got ya beat. You got none?

Bernstein: No.

Boehm: I spent the night at O'Hare.

Bernstein: Oh! That's my favorite place to sleep on a bench.

Boehm: On the bench. You got it!

Bernstein: I've been there a bunch of times!

Boehm: Yep, I hear you. I think Doug's black cloud follows him when he travels. Every plane I got on was delayed or broken!

Bernstein: It just follows the travel industry.

Utley: You should have rented a car and driven home.

Bernstein: I almost...I was thinking about that, but I was worried about falling asleep too.

Armstrong: So we're into line 15, 16.

Boehm: Okay, and that's the one that's scratched.

Bernstein: No, and 15 I would say, "The enhanced digital image file replayed on a client viewing device..."

Armstrong: "...displayed on a client's display system."

Bernstein: Yeah. The viewing window having a pre-determined franchise.

Boehm: Do that again. On line 15...

Armstrong: "The enhanced digital image file is displayed on a client's displaying system..."

Boehm: Instead of just...

Bernstein: "...downloadable..."

Boehm: Oh, I see. "...is displayed." I'm sorry, the same sentence is up above. "...is displayed..."

Armstrong: "...on a client's display system, the viewing window..." and then the rest is fine. And then line 22, get rid of "at least two" and create "greater than."

Bernstein: Where?

Armstrong: Line 22: "...a magnification factor greater than..." Wait, what does it say. Hold on. <Reading out loud.> "...a magnification factor..."

Boehm: Oh, "...a magnification factor of at least two..."

Bernstein: No, "...greater than one."

Boehm: Okay.

Armstrong: "...greater than one without pixilization."

Bernstein: We don't mean without pixilization. No...

Armstrong: Yeah, that's right. It should be, "...a magnification factor greater than one." We haven't yet, I don't believe, defined a magnification factor yet, though.

Boehm: No.

Armstrong: It comes later.

Utley: It comes later, yes.

Bernstein: And you can use, where I was telling you, Doug, where it was built onto a frame size, so therefore there's not additional data to draw from, therefore your zoom is zoomed to expanding the fixed pixel set.

Armstrong: And the next sentence, "The enhanced digital file further includes control data to allow the user to control the magnification factor." The question we had here was it seems as though we might be talking about the applet here.

Boehm: Yes, we're talking about the applet.

Bernstein: Then it's two different files.

Utley: Yeah, but...

Boehm: Yeah, but the file...oh, I see, we're calling the enhanced digital image file the encapsulated [sloping? full thing?].

Bernstein: Yeah, and there are two separate files that go to the user.

Utley: But it's encapsulated. It's actually [copied]. They always travel together.

Bernstein: They travel together, separately.

Utley: Right. Then we shift.

Armstrong: They travel together, but they are two separate files.

Bernstein: Virtually, it's one, but really it's two.

Utley: And associated with each other.

Armstrong: But we're calling it "the enhanced digital image file," but that's not necessarily true, Brian?

Bernstein: No, he's saying...here's what the story is, Doug. You got one file above an image, and there's not a single drop of other data in that file. It's called a .JPG...we use it. There's also a file...there's two or three files actually that get downloaded to the computer--or he has it on his system already, it doesn't matter to us--that allow him to zoom and pan.

Armstrong: And those are transmitted simultaneously.

Utley: There is additional data that is required, whether you have a plug-in or not.

Armstrong: Really?

Utley: A plug-in by itself has no information relative to the size of the image, to the number of steps you're going to take to drive into it.

Armstrong: But that's all built in...

Utley: There's another file, like an index file.

Bernstein: Oh, there is. Okay.

Utley: That's what I'm saying.

Bernstein: Okay. I gotcha. The person could have pieces of the file, like the applet, already on his system. But what Brian's saying is there's control data that goes with the image that was based on the image specs that then tells that interface to operate according to a set of assumptions. Right, Brian?

Boehm: Okay. I agree with you. I think what we're...

Bernstein: No, not within the .JPG file. You've got to be very careful. So we're not talking the same thing. Those are additional files.

Bernstein: Okay. Look at page 24, claim 1. "A method of dividing a digital image file comprising two elements, a digital image file...having an image file..." and "2. A user interface for the digital image file."

Bernstein: But we don't have to provide that. That could already be on his system.

Boehm: Oh, my gosh.

Bernstein: He has to have one to view the image; we don't have to provide it.

Utley: But he has to have the control data.

Bernstein: He has to have the control data to tell him how to view the picture, and that could one day be part of the .JPG file, I don't know. But today how we do it is as three separate pieces: an applet, a control file that tells him certain things about the .JPG, and a .JPG. Those things come packaged together. Now, a guy might already have the applet on his machine; therefore, I don't need to send him that packet--the user interface.

Armstrong: If that's true, don't we send it anyway?

Bernstein: No.

Armstrong: We don't?

Utley: We do.

Bernstein: We don't have to, but like...

Utley: We always do.

Boehm: But that doesn't matter with your infringer. That's how you have to think when we're talking about the claims.

Bernstein: What do you mean?

Boehm: Would the infringer on your patent send it?

Bernstein: No.

Boehm: No, he'd send it to you once on the hard drive...

Bernstein: He'd Fed-ex it to you, and then not...

Boehm: He'd start sending you images, and each time he wouldn't be sending...but each time you would be sending some kind of control data?

Armstrong: Yeah.

Boehm: That's what I'm thinking, and that could be interpreted as the second element of the claim here.

Utley: And that control data really controls the motion of the zooming and panning.

Boehm: Right.

Bernstein: But that could even lie technically on his computer.

Boehm: Right.

Utley: The only case where that would actually work is if you knew that the...

Bernstein: The size of the .JPG.

Utley: The size of the .JPG and the size of the window.

Bernstein: And that could be for medical imaging where they give you the specs and say send me every image of this size, you don't have to send every single little thing.

Utley: If that was the only kind of image that everyone wanted.

Bernstein: Okay, we're doing x-rays. There's an X, Y, and Z size; here's our frame size; we never need to get that control data from you because it's built in.

Utley: <Inaudible comment.>

Bernstein: Okay, but let's say we're dealing with a bone doctor who takes strictly legs, and it's always the same. I'm just giving you the case.

Utley: I know, I'd <Inaudible comment.>

Bernstein: Right, and I don't want to get around that.

Utley: The fact that there's radiography is a little bit more than one image size. Theoretically, you're right. You could find an application where there's one and only one image size, then you could put everything in the system.

Bernstein: A size.

Armstrong: MRI always have the same size, don't they?

Bernstein: Right-2'x2'.

Boehm: We thought we had this one nailed down.

Armstrong: In MRIs you also...

Bernstein: You did have it nailed. We're missing...you just want to say "optionally provided."

Boehm: You can't use the word "optionally" in the claim.

Bernstein: We'll change that rule.

Boehm: No you won't. What we'll do is isn't the user interface provided from somewhere...we don't say where it's provided.

Bernstein: It could be any of four hundred of them.

Boehm: It could be provided from his hard drive.

Bernstein: Absolutely. It could be provided from somebody else's hard drive through a network.

Boehm: Exactly. That's why this covers it because the word "providing" is so broad it doesn't mean that we're sending it. See, we're providing a file...the digital image..we're fine.

Bernstein: Okay, I see exactly what you just said.

Boehm: We're providing a file for viewing.

Bernstein: Totally. I totally understand. Well, now we might not be providing the user interface...

Armstrong: Yeah, this still reads that it is "...a method comprising the providing of..."

Boehm: Yeah, you might be doing only step A at a time.

Bernstein: Yeah.

Boehm: Oh, damn. Okay.

Bernstein: Oh, yeah.

Boehm: Okay, that's a good...let's...boy. Let me think about that. What I want to do is make the element A that you're providing a digital image file having this and that, and you're also having control data to work with the user interface for the digital image.

Bernstein: But you might not need the control data. That's what I just said to Brian. What if a client says to you every one of my images is going to be a 2'x 2',and I want 50 time magnification. You never have to give him control data, you just have to...

Boehm: If we make the second part, B, a dependent claim. We can try it.

Bernstein: Do you see what we're saying?

Boehm: Yeah, absolutely. We don't...

Bernstein: And we don't want somebody to get around this.

Boehm: Absolutely. Great broadening work here. We've been through this claim, I thought we had it, everybody agreed to it! And that's where I'm going to run into a problem. I can't re-write this from scratch and get it on file today from working at half-speed here, you know what I mean?

Bernstein: Yeah, we've got to change that, though.

Boehm: These claims are not final.

Bernstein: No, I know, I know.

Boehm: We can file the claims as-is without one word. What we need to do is correct and amplify the specification because we can never add to the specification and keep the same priority date. I can go change the wording of the claims as long as that wording and explanation and interpretation is in the spec.

Bernstein: Okay.

Boehm: So I agree with you. This should be a dependent claim for the bottom half of claim one.

Bernstein: He's going to make that dependent because we don't have to do it but we do.

Boehm: Right. That's how you do optional.

Bernstein: Yeah. I like that. And then claim 1.

Boehm: Now does that read on the Prior Art? You provide a digital image file, having an image...

Bernstein: No, that's the invention right there.

Boehm: Right.

Bernstein: That if you ever looked at what I did back there, it was create a bigger picture for a small frame.

Armstrong: Now if we circle back to where this started on page 4, in the last sentence, that refers to "a digital image file, including control data," which is not correct.

Bernstein: Where?

Armstrong: The last sentence of page 4. It's not "the enhanced digital image file" that provides that, it's an additional option file...

Bernstein: Element.

Armstrong: Right...that would provide that.

Boehm: Okay. This is the summary. I can throw the word "optional" in here. So the "enhanced digital image file A..."

Armstrong: "...may be accompanied by..."

Boehm: I think just "...may further include..." most of the time, right?

Armstrong: Well, no, the file itself won't. It may be accompanied by additional files.

Bernstein: It could be in the file. We don't know. One day you could write [] that has a header inside it that says, "Here's your information." all bundled into...

Armstrong: But this is an exemplary embodiment, which means that today the enhanced digital image file may be accompanied by an additional file which...

Boehm: How about "associated with"?

Armstrong: That's fine, I think. Brian? "Associated with an additional file containing control data."

Utley: I think you should have a very general statement which will always be true, and then you could say, "The enhanced digital image file is associated with control data which allows the user to control the magnification factor."

Armstrong: And the control data...

Bernstein: That absolutely always has to be there, Brian.

Utley: Yeah, okay.

Armstrong: Otherwise you don't have our invention, so that's the right answer. Did you hear that, Doug? "The enhanced digital image file is associated with control data," and that's the only change right there. Strike "further includes" and replace it with...

Boehm: But I thought you said that once you've associated the first one, you never have to associate the rest of them.

Armstrong: When we said the associated was something that was on the hard drive, so we don't necessarily send it, but it will continue to be associated.

Boehm: Okay, okay.

Utley: Yeah, it's always associated. The data always has to be there to prevent zooming and panning.

Bernstein: Right, whether it's in the file, out of the file, with three files, nine files, however the hell you want.

Armstrong: So it will finally read, "The enhanced digital image file is associated with control data."

Bernstein: Hold it. "The enhanced digital image file is associated with control data to allow the user to..."

Armstrong: So "is associated with" replaces the two words "further includes".

Bernstein: Beautiful.

<Inaudible comments.>

Boehm: The rest of this is just comments?

Armstrong: Just on this page, and actually we struck this...5, we struck that. You have to put digital later.

Boehm: I'm still on page 4, guys. With the comments on the bottom, can I scratch them?

Armstrong: No, we took care of that.

Boehm: Yes, I think we've discussed this.

Bernstein: No, that seamless zoom, I love that word because everybody else isn't a seamless zoom, we are. We seamlessly zoom around an image. Everybody else has to grab and give you another frame and stop you and you have to remove to a different image in the picture. We're seamless. You can just go around and move and go, and it's in a virtual environment really.

Boehm: Now is not the place.

Bernstein: No, I know. I just want you to know.

Boehm: We can if you want.

Bernstein: No.

Boehm: "Seamless..." I like that. Let's...

Utley: Seamless may mean continuous motion and zooming is a step procedure. There's steps.

Bernstein: That's true.

Armstrong: It's not seamless.

Utley: The panning is seamless, but the zooming is not.

Bernstein: Right.

Boehm: But, in fact, what I'm trying to get at is Eliot is trying to claim and describe the invention in terms of what the user sees, which is great. As long as you can come up with good words and descriptions, we'll throw that in because we may have to run there if our technical description, which is what I've been trying to do to define the boundaries, fall because some bozo did this before and didn't really make it very public because he didn't know what the hell he was doing. We may have to say, "Oh, yeah, but try putting it on his. It doesn't do what ours does even though we couldn't figure out technically distinguish it in our..."

Bernstein: Right. It was a brand new phenomenon that was hard to...

Boehm: But in order to argue that, I have to have your concept of seamless zooming.

Bernstein: Well, let's use Brian's. It's seamless pan and...what kind of zoom? Continual? Flowing zoom?

Boehm: It appears to be seamlessly zooming...what do you mean "seamlessly zooming"? Do you mean panning?

Armstrong: Both. Both happen seamlessly in ours. When you increase your Adobe picture, you move in and grab a new frame of reference basically at that stage. You're kind of stuck there. In ours, you're not. You can seamlessly...you know what I mean? You can drive further and further and still have the rest of the peripheral view. When you do Adobe, the magnification...is that true, Brian? No? Because when you pull in the painting and you've got the signature... you see, it's not describing what I want to say, the seamless for zoom. It is for pan.

Boehm: The seamless zoom, right. The seamless panning, I like that.

Bernstein: But the zoom is different in look.

Boehm: I agree. Now how do we describe your zoom versus Adobe or...?

Armstrong: Why do you feel different when you zoom in our picture than when you put some magnification in Adobe?

Bernstein: It's not seamless, is it? It's fluid.

Boehm: I don't feel any different. Sorry, Eliot! <Laughter> The only difference that I feel is that I know I'm going to end up pixelating yours and all bitmapped images, whereas I know I'm not going to end up pixelating, I'm going to hit a brick wall, but it's going to be a clean brick wall, for Adobe, and that is...

Bernstein: No, it feels different. You're 100% wrong because you will be the only guy I've shown this to that's said that. Everybody found it unique and everybody who I showed it to said Adobe.

Boehm: For viewing an Adobe vector-based file?

Bernstein: Or a Corel pixel-based file.

Boehm: No, pixel based I'll give you, but yours is different. But when you're talking vector based, I think you can zoom vectors until the cows come home without pixelating.

Bernstein: But you can't...the perspective is different. When you take Adobe and zoom in on the image, you drive straight down to one point and then have to somehow have to move differently to get to other points than you do in ours.

Boehm: Yeah, generally you have to back up.

Bernstein: Right, or something.

Boehm: Zoom and then to go find out where the hell you are. But that's not always the case either, right Brian? Like Adobe PhotoShop or other...

Bernstein: No, I've been using all of these, and it's always been different. Our technique is different than all those. I've been using graphics programs.

Boehm: Yeah, I know, and haven't you seen a graphics program that shows you where you're zooming? I know what it is! On Adobe IV, when you zoom, the left window when you have it there with the bookmarks, it'll show you where you're zooming.

Armstrong: It has the box around that area? Kind of a miniaturized photo of it?

Boehm: Exactly.

Armstrong: Yeah, I've seen that too.

Bernstein: But that's just trying to give you what we give you in a pre-pack...ours encompasses that without having to need that. See, there's a difference that every engineer in graphics that's ever seen that has said "cool," not "oh, I can go over in Adobe and move around images."

Boehm: That's why I wish I were an expert in this graphics area. I would have figured this out...the difference.

Bernstein: Well, now that you say you're not, I need somebody to step in who can because I think that we should file with what we have here, but this area needs to be absolute, not less kind of vague. Because there is a critical difference. It is something that can be optically seen, so therefore it can be electrically defined.

Boehm: And we're trying to do that in the video side with Chris Taylor.

Bernstein: Maybe we do that with him on this. You want to ask him?

Boehm: I don't...he's going to have a kid this summer, and I think he's not even going to be around much in August.

Bernstein: Well, maybe he's got somebody.

Boehm: Yeah, maybe he knows of somebody.

Bernstein: Or go over to my old alumni at Madison, their graphics engineer.

Boehm: This is a...in order to protect our butts, we have to do that by September 1, and that's a big thing to do.

Bernstein: Why? I thought we could always go in and amend our claims on this stuff.

Boehm: You can amend the claims as long as it's supported in the spec. Now if we have to get down to the nitty-gritty of the definition of the technical excuse to amend your claims to distinguish over what has been done before...in other words, if we have to limit our claim to the histogram between a range of X frames per second and Y frames per second, that is our invention. If you incurred less than—I don't know what the histogram shows...17.6 frames per second—that is not our invention, and we may have to go there, to be that narrow to survive if somebody else has done it at 17.

Bernstein: Wow, wait a minute! I hope that's not correct because at lower bandwidth you might have only 17 frames, but you have greater data. But let's get to video later, right?

Boehm: But my point is that you want support in specification, including technical excuse language, because I made need that to put that in the claim to make your patent survive.

Bernstein: Well, let's put something in here that defines this.

Boehm: Yeah.

Bernstein: Something that defines the...

Boehm: But the point is that we can't hire a technical expert to get the...

Bernstein: Then let's get someone in then we'll get a technical expert to define later.

Boehm: If it's to be considered new subject matter...

Bernstein: No, it's never a new subject matter because the first image that did this, did this.

Boehm: No, no, no...new subject matter for the document on the day you file it. They don't care about what you did in your basement. The patent office doesn't care. They care about the words and figures that you put on this paper

when you file it. That's all the patent office cares about. You can't go back...

Bernstein: That's not what you told Chris the other day. Chris said, "What happens with the Mom-and-Pop inventor who later discovers the equation to what they did?"

Boehm: Finding who was the first inventor, that's in an interference. The question isn't whether the patent's valid or not in the scope of your claims, the question then is was Mom and Pop doing it a year before the other guy? But if Mom and Pop didn't describe their invention in the spec, they will never get to an interference or the interference will be blown away because it didn't meet the rule that you have to clearly and distinctly and accurately describe the invention.

Bernstein: Well, we clearly describe it, but we might not know the technical underpinnings, and I've got to go recheck my notes, but I think that's exactly what Chris Wheeler asked you.

Boehm: Absolutely, and I agree with you. We don't need to know the reason why.

Bernstein: But later we can put it in?

Boehm: If it does not add new subject matter.

Bernstein: But this wouldn't be new subject matter, this would just be an explanation of why.

Boehm: Yeah, but if we're up in the fog right now and we are using words that are so broad...let's say our claim said, "Our zoom and pan works really neat." That's our claim. There's no way we're going to be able to go back and say it really means having a frame rate between 30 and...

Bernstein: Then you know what? Put in the word "seamlessly" because I'll be able to argue that until the cows come home that there's a difference between what we do and what they do, and somebody will argue out what seamless meant.

Boehm: You won't get the chance to argue. If we put the word "seamlessly" in the claim and it's not supported in the spec, the court will determine by itself without ever talking to you what it thinks "seamlessly" is.

Armstrong: Do we have to then, in order to cover this particular issue, do we have to get into a description of Prior Art and the standard by which zooming and panning is occurring in Prior Art, and then distinguish as clearly as possible in words, how ours is differentiated from it?

Boehm: That's the ideal way to do it, Jim. That's why I'm saying, and if all of us knew that technical underpinnings, this would be a much more [] written document...

Armstrong: Is it necessary, Doug, to describe it in terms of technical underpinnings, or can we describe it in terms of a user's observation?

Boehm: You're halfway there. "User's observations" would probably give us sufficient...

Utley: "...allows you to seamlessly pan..." and all the <inaudible comment>

Boehm: The claim will be interpreted by the spec.

Bernstein: That's true. <Responding to Utley above.>

Utley: Now the only differentiation is the zoom without pixelating.

Bernstein: Okay. I'll agree with that.

Boehm: And then you saw that I went to umpteen degrees to define what the hell pixelation was because that's a word in my claim. Do you see that?

Bernstein: Yeah, that's fine, and I'm going to concede on that because Brian just made a good point.

<Everyone talking at once.>

Boehm: Because [] will know the reason why in terms of [], but you do have to know enough about what you're doing in order to convey to the average person skilled in the art so he can make and use it and he understands just what the hell it is.

Bernstein: You see, Brian, that's my question now. That comes back to what's different between our zoom without pixelating versus theirs, but we've already described it in the way we built the frame.

Utley: Right.

Bernstein: That's the difference.

Armstrong: Okay, let's stick with that.

Utley: No, we bounded how you prevent pixelation.

Bernstein: Okay, then that's the key.

Utley: We totally bounded it.

Boehm: Okay, I'm lost now.

Bernstein: We're fine.

Boehm: ..."Seamlessly..."

Bernstein: Forget "seamlessly."

Boehm: Okay.

Armstrong: Page 6...we're off of 6.

Bernstein: No, on page 5, I only had one more question. Figure 2, just print film is what it's showing...it can be digital, and we talk about that later, correct?

Utley: We separate it now.

Bernstein: That's where I'm confused.

Armstrong: Page 6, "24 to 32-mm lenses..."

Bernstein: Why? We can use any lens.

Boehm: It's a "such as"...it's an example.

Armstrong: Okay.

Bernstein: As long as it includes every lens.

Boehm: Oh, sure.

Bernstein: Okay.

Boehm: And it says, "may include," but then if we ever needed...you see the reason we get so specific on this, Eliot, is because if somebody else just happens to be doing it out there in the world with a 2mm lens and it doesn't have anything to do...it doesn't come out looking like yours at all, but it just so happens our claim reads on what the hell he was doing, we can come back and say, "Oh, no, that's not really what we were doing. We really meant this; and if this is important enough, we'll put the words '24 to 32 mm' as a dependent claim."

Bernstein: But it's any lens, isn't it?

Boehm: Yeah. My point is if this 24-32 means anything...

Bernstein: But we can still say any? We are saying "any," but we've defined something.

Boehm: If that was your preferred embodiment, that's the other reason.

Bernstein: Okay, that's fine.

Boehm: It's not limiting.

Armstrong: As long as it's not limiting.

Bernstein: And then "the image of a scene..."

Armstrong: On 10.

Bernstein: Just strike it...."of a scene."

Boehm: Okay.

Bernstein: "...has utilized an image which is being photographed."

Boehm: Okay.

Bernstein: And then you see "The image may be a print film image, analog image, digital image, negative, TV signals..." Can that be, Brian?

Utley: No,

Bernstein: No? "The camera captures shoot.."

Utley: Well, yes, you can use TV signals to create an image, but you can't enlarge TV signals.

Bernstein: Okay.

Utley: But you can use TV signals to get an image.

Bernstein: Okay.

Boehm: Isn't an image just broader than that? It's what the eye perceives; and once it's digitized, then it's a signal...or it's analogized, once it's captured in some format. So an image isn't really captured. It's a captured image when it's analog or digital or negative or film or something, right?

Bernstein: Um, hum.

Boehm: So a TV signal is already captured.

Bernstein: Gotcha. Okay.

Boehm: So what I'm saying here is the image...that the camera is utilized to do the capture.

Bernstein: I've got you. I'm set with that point, actually. Okay?

Boehm: And again, this isn't really...as long as you're best-moded in there, we're fine. And we shouldn't use the wishy-washy language "may be." That's not restrictive.

Armstrong: In line 20, we inserted the word "may" only because it also may not include a developing device.

Boehm: That's fine. The next sentence says that, though.

Armstrong: Oh, it does?

Bernstein: Jim, I noticed that after the "may" came in. And we definitely talked about a digital file, although...

Boehm: Then should we leave the "may" out? Because it will include some...you've got to develop print. I think he was right.

Bernstein: Well, what if it did it all on one system?

Utley: Well, it doesn't matter. It's still developed. Like a Polaroid.

Bernstein: That's what I was thinking was Polaroid.

Utley: That's what I thought, but it does have a developing device.

Bernstein: Yeah, actual images developing device.

Utley: Well, it's self contained.

Bernstein: Right, but it's still...

Utley: Part of the film.

Bernstein: And it's still developing it.

Boehm: I think you better leave the word "may" out.

Bernstein: Yeah, that's what we're talking about. Now my bottom comment is wrong here, but it definitely comes in when we describe a digital image because I'm completely confused by some of the logic there.

Boehm: Where? At the bottom of the page?

Bernstein: Yeah. On a digital image, when we size it, we say we don't make a bigger target frame than we have sourcing for.

Utley: Because as soon as you do, you introduce pixelation.

Boehm: You don't want to enlarge anything unless it's not been digitized yet.

<Everyone talking at once.>

Armstrong: It's part of the shooting.

Utley: A digital image is a digital image. It has pixels, and it has a height and a width.

Bernstein: And it's just placing them all in the frame.

Utley: You see, you place it into...

Bernstein: We've gone over all the developing and scanning and art frame, Brian. Right, by picking "I want my limiting size to be four football fields.

Boehm: Exactly! Now you've got the...[] source image. <Everyone talking at once.> But you don't...usually you don't enlarge that because if you do...

Bernstein: You start pixelating...

Boehm: ...pixelating, and that's...

Utley: Because you're enlarging pixels.

Armstrong: We just create it large, we don't create it small and enlarge it.

Bernstein: But we don't create it to fit the frame, we create it to blow away the frame.

Boehm: Am I understanding correct, though, that you never enlarge a digital image before you process it? That's not a step for a digital image. You only enlarge a print-film image, correct?

Utley: Right.

Bernstein: But what you do do is set...

Armstrong: Set your...the image that you're taking, your target image, add a size so that when it is taken, it is already at a size that exceeds the view window.

Boehm: I see what you're saying, but I don't call that enlarging, I guess.

Bernstein: Okay.

Boehm: Good, good.

Armstrong: Okay.

Bernstein: But let's make this clear because I don't understand it still within the verbiage that's here.

Boehm: Okay, what line?

Bernstein: Well, we'll get to it. That's why I said it's there because I started to get confused, and then later we'll get into it...into the mathematics of it. Just wanted you to be aware of that.

Utley: Okay, page 7.

Armstrong: Page 7...

Boehm: I'm sorry, I want to back up. Did he get into the enlarger? The only enlarging is on page 6, line 24. "System can also include [] 16 for enlarging the image which is developed by developing ..."

Bernstein: Yeah, that's fine.

Boehm: 99.9% of the time, this is going to be a photographic enlarging device.

Armstrong: Right.

Boehm: Right?

Bernstein: Yeah.

Boehm: You may have to use that word someday. I've got to have it in here.

Bernstein: Okay, yeah, because we wouldn't call it a "pixel-enlarging device."

Boehm: Exactly. "...the image may be photographically enlarged from a print film image," okay?

Utley: We said earlier "non-digital image source," in this section, did we not?

Boehm: Yeah. I just want to get the word "photographically" in there.

Armstrong: Okay.

Bernstein: Yeah, and then...

Boehm: "...be photographically enlarged..."

Bernstein: Well, it doesn't have to be photograph. Is it negative of a photograph...?

Boehm: Okay, what's the word then? I think it is.

Utley: Yes, it is.

Bernstein: Yeah, you would say enlarging a negative is a photographic enlargement.

Utley: It's your choice whether you enlarge it as a positive or a negative.

Boehm: What we're really talking is analog enlargement as opposed to digital.

Utley: Right.

Bernstein: Correct.

Utley: Optical and analog.

Boehm: Optical analog, yeah. "Optically enlarged"? No. Yeah. Well, photographically...

Utley: I wouldn't be restrictive...we'll, you don't have to be restrictive in that.

Boehm: Right. And photographically is generic.

Bernstein: Cool.

Armstrong: Page 7, line 19. The question here was just to clarify really more for Brian than anybody is are we able to take our digital image and, and I think we talked about this earlier, but send it right to a set-top box or something else.

Utley: Absolutely.

Armstrong: We don't say set-top box, and I think we said earlier set-top box presupposes that it includes a computer element within a set-top box.

Utley: But Doug, we could externalize that. We could make it explicit that there'd be personal computer, laptop computer, so and so, and set-top box...we could include set-top box in that string of definitions.

Boehm: Right, and technically, this is a little bit goofy. The way we're supposed...and maybe he did it, I don't know, but the first time the number 22 appears in the spec, should be the definition. And the numbers, if you noticed, are in order. The number 10 is the first reference number; 12, 14...that's how you find the reference numbers in a well-drafted patent application.

Bernstein: Well, that confused the shit out of me. Where the 10 came from, why it was there...

Boehm: Well, you start at 10...look at page...and this isn't a big deal for you guys, but look at page 5. You want to go straight 10. System 10, boink! System 10 includes camera 12. We go on up 12, 14, 16, and on up.

Bernstein: Yeah, I followed that.

Boehm: So you never need to know where those reference numbers were defined. That's why you define them up front, and that's where he missed it because 22 hasn't been defined yet but he's using it—computer 22.

Armstrong: I first shows up in line 17?

Boehm: Exactly. So let's genericize that and define it later. <Reading out loud.> "Alternately, a digital image may be provided from camera 12...may be provided directly..."

Armstrong: ..."to the user." In line 17.

Boehm: Um, hm.

Armstrong: "...to the user," and then the first reference is in line 21, where we define computer 22. That's fine.

Utley: That's good.

Armstrong: And then add to that "set-top box."

Boehm: Yeah, down below.

Bernstein: Or TV.

Boehm: Or whatever. We're getting there. Hang on. So it's "...to the user via a communication link..." I'm getting rid of "or cable" because again he hasn't defined 23 yet. 23 will be defined later because he hasn't even introduced 22 yet. That's what happens when you edit a patent application.

Utley: Doug, how would you take care of the situation where the set-top box may be integrated into the display device?

Armstrong: I think that might be covered in the next thing, where we say, "Computer 22 includes the CPU, a ROM, a RAM, and a display device..."

Boehm: Exactly.

Armstrong: ..."or input device. It also may include any hardware device, peripheral device, or software necessary to perform the functions described herein."

Utley: Right.

Boehm: Yep. I guess we're there.

Armstrong: That does get us through that.

Boehm: That's the function of computer 22. Processes the digital image file, correct?

Bernstein: Yeah.

Boehm: We're talking about figure 1 still, right? You've got the figures pulled out to the side like I do, right? Sure.

Bernstein: Sure.

Boehm: Yeah, you're supposed to because when you're reading this, you're supposed to have the...

Bernstein: Mine are so bent up, it's not that hard to get to.

Boehm: Usually the pages are so out of order, you can't find the figures anymore. So "System 10..." see the number 10?

Bernstein: Yeah.

Boehm: "...includes computer 22"--that's his box 22- "...configured to process computer image file created by the above-mentioned devices." That's the definite of 22. Now we...so it's a processing device, right?

Utley: Right.

Boehm: It processes...right, okay. "Computer 22 may be a personal computer, a laptop computer, a mini-computer, a microprocessor, mainframe computer..." He's going bonkers here..."a network computer..."

Bernstein: That's good. A set-top box?

Boehm: Yeah, we can throw "a set-top box" in there.

Bernstein: You want these words.

Boehm: A toaster in there if you want!

Bernstein: Yeah, a toaster with a display.

Boehm: Right, and a processor.

Armstrong: The following sentence kind of wraps it all up or anything Doug has.

Boehm: Okay, so where am I putting set-top box?

Bernstein: Under...

Armstrong: After one of those things...after...

Boehm: But we haven't shown NTD yet.

Bernstein: Yeah, but set-top box should be TV, too. Well, a set-top box plays through a TV...well, no, it doesn't have to.

Armstrong: Let's put set-top box after server computer...

Bernstein: And TV...or TV.

Utley: You said set-top box goes between...

Armstrong: The TV.

Bernstein: Or if it does what you said and the TV comes...

Utley: But we have to take care of the case where it's built into the...

Bernstein: Right. TV.

Utley: But then you depend on the CPU, the read-only memory, the RAM.

Armstrong: Does all that need to be in the TV?

Utley: Yeah.

Armstrong: Okay.

Boehm: My question is if you define computer, 22, as the thing...oh, my gosh, 22 isn't the user's...is this...

Bernstein: No, isn't that our computer?

Boehm: This is our computer. 26 is the user's computer and display and set-top box...I mean, 28 and 30, that's what I was thinking about. Where it says later in the next page, and say, if you look at the figure 1, 28 and 30, could be combined to be a set-top box or a TV or you name it.

Utley: Yeah, user computer.

Boehm: Or a toaster with a display.

Utley: Right.

Boehm: The point is, what is computer 22? That's the one that puts it on the Internet. That's your server.

Utley: Right.

Boehm: So you don't put the set-tops...

Utley: That's the one that processes the source image. It creates the file.

Boehm: It's the digital image file.

Utley: And it may be the server.

Boehm: It may be the server, but no matter what, it would be a computer. To put it on a hard drive or to put it on a CD ROM, right?

Utley: Right.

Boehm: That's what we're getting at here. It's the processor. It's the encoder, isn't it?

Utley: Yes.

Bernstein: Yes.

Boehm: So could it be a personal computer? Sure. It could be any of these he's got.

Bernstein: Yep.

Boehm: So, he's correct so far without changing.

Bernstein: Right.

Boehm: "Computer 22 includes a CPU, a ROM, a RAM, a display device, input device..." I would...he's defining it there. I would say, "...typically includes."

Bernstein: Yeah.

Boehm: Because it may be missing one of those.

Bernstein: Yeah, absolutely.

Boehm: "...typically includes..." blah, blah, blah. Good. "... computer. It may also include any other hardware device..."

Bernstein: That covers it all.

Utley: I've got to go back to page 7, because we made a change I don't think we should have.

Boehm: I'm still on 7.

Utley: Okay. Line 17. "Computer" is correct—we shouldn't put "user" there.

Boehm: You're absolutely right, but I can't call it computer 22 yet.

Utley: You're defining the processing unit.

Boehm: But the whole point of the paragraph is to say print film versus digital, and this print film is going to be enlarged and scanned. Alternatively, digital file is provided directly without first creating a print image. It doesn't matter where it's housed.

Utley: Right, just say that.

Bernstein: Let me ask you this. Did you ever create a case where the analog camera takes the pictures according to the right specs and puts them on the film that way, or would you have to use larger film format?

Utley: No, you can't.

Bernstein: We can't go that way?

Utley: Well, but we do that with 4x5s and fill.

Bernstein: But it's still 4x5?

Utley: Right.

Bernstein: When you've shot the picture, it's 4x5. You can't tell the camera to shoot this 10 times bigger?

Utley: No, but what you do is you scan it at different density.

Bernstein: And that gets it the bigger...

Utley: That creates the...

Bernstein: That's where I'm probably getting confused on this digital image thing. Yeah.

Armstrong: What if you just moved...what if you left line 16 and 17 alone and just moved the whole paragraph, beginning with line 21, in front of that, where you defined computer 22 before it's used in that sentence in line 17?

Boehm: Because it doesn't really flow there. What you're trying to do in that paragraph, he's says, "If the images obtained are digital..." he's describing the printing device 20 there, and that has to be described...20 has to go before 22. That's where he's introducing what 20 is.

Armstrong: Yeah, although with line 15, the sentence starting with "alternatively," that actually does not talk about printing.

Boehm: Let me read it again. I think you're right. "...if the image is obtained with a digital camera, a print image may first be obtained..."

Armstrong: What he's saying, you took a digital picture and you want to print it and then enlarge it.

Boehm: Yeah, he sends it to a printer, 20. "In this manner, print image can then be enlarged and scanned."

Bernstein: Right. So even though you don't have to...

<End Side 2, Tape 1; begin Side 1, Tape 2>

Bernstein: Tape 2, Patent Meeting, Docket 57103-120. Let's start on page 12.

Boehm: Wherever you want to.

Armstrong: And I think a lot of this is going to be totally fixed up by this change that Brian's made, or this correction that he's made, but I just want to be certain of it.

Boehm: And I'm a lot colder on that, guys, than Steve was, so just do a dump on me, make me the corrections, and I'll just do it kind of cold without analyzing it; and then when I read it again tonight, I'll see if I can...

Armstrong: Okay, the first thing Brian, I just wanted to make sure what you meant here. You want that to be VWW?

Utley: No, VIH.

Armstrong: Or VWH?

Utley: It can be either one, but I want it to be BIH.

Armstrong: Okay, well then let's talk about it because then what we're doing in the first line of this page, we're saying, "The viewing image height and viewing image width within the viewing window can be determined by comparing the source and the aspect ratio of the viewing window application." So the unknowns are the height and the width of the viewing window.

Bernstein: Viewing image window.

Utley: Why should you add aspect ratio? What it says if you compare the aspect ratios—you know what those are—

Armstrong: For the source and the viewing window.

Utley: Right. If you know what the aspect ratios are, you all you need to know is determine whether you are going to use VWH as the basis or whether it's going to be VWW.

Armstrong: Okay, so let's just say in the first that the source image aspect ratio is greater than the viewing window aspect ratio.

Utley: Right.

Armstrong: Then we're going to set the viewing image height equal to the viewing window height.

Utley: Right.

Armstrong: And then the next line, in order to get the viewing image width, we need to divide the viewing image height, which we don't know.

Utley: We do know.

Armstrong: Okay, tell me.

Utley: That it's equal to VW and VWH.

Armstrong: Oh, okay. So we're really saying the same thing?

Utley: Yeah.

Armstrong: Right, we're saying the same thing.

Utley: Yeah, but this is mathematically correct.

Armstrong: Okay, so we are saying the same thing.

Boehm: How about grammatically, Brian?

Utley: Pardon?

Boehm: But I'm partially kidding on that, but when you use the phrase "target image size," go to...well, you don't have...

Utley: Let's come down...

Armstrong: Let's come down. Let's say if that's false.

Boehm: My question is the language. You say on line 23, 24..."a target image size TIS has a TIW and a TIH." Does that make sense to call the window a TIS or a VWS for size? It's the same concept-width times height equals something. You want to call it area? That's even clearer.

Utley: Yeah, size and area are interchangeable.

Boehm: Well, maybe we should say that the target image area-TIA. "Having a target image width times the height..." That's beautiful.

Utley: They're interchangeable, so it'll work either way.

Boehm: Okay.

Armstrong: Let's just continue.

Utley: Let's say we're defining size as area, size is total number of pixels, which is area.

Boehm: My only question would be can I make the...at the top of page 12 where you said, "...the viewing image height, gauge, and viewing image width (VIW) within the viewing window area..." VWA?

Bernstein: Yes, that would be very clear.

Boehm: Yeah. You're also consistent with the target image area, but am I doing the wrong thing here, Brian, because you used VW earlier. Are you using it consistently?

Utley: Yeah.

Armstrong: Yeah.

Utley: Yeah, it's consistent.

Armstrong: See, just continuing with my thought pattern in the [us?] statement, I would just reverse the order of these and put VIW.

Utley: It's right there.

Armstrong: Okay, okay.

Utley: So if you pick it up off the computer copies that I sent, it's correct.

Boehm: Oh, okay. Is that what he did? Just plugged it in?

Utley: Yeah, this is what I sent him last Thursday.

Boehm: I see.

Utley: I had written it. This is where it was transcribed.

Boehm: Okay, well clue me in where this started, Brian.

Utley: So you go down to...

Boehm: Is this page 11 on your sheet, or not?

Utley: Page 1 on the aging process.

Boehm: We're at page 11 of the text. The formula starts on figure 7.

Bernstein: Yeah, you've got to go back to 11 and start him at figure 7.

Boehm: Yeah, start me off here so I don't blow this.

Bernstein: Right, he wants to get every term.

Utley: Oh, okay. On page 11, we define the aspect ratio.

Boehm: Right, which is on page 1 of your new...

Utley: Right, got it.

Boehm: Okay, that's what I wasn't sure. Brian, you still want me to use his text because it looks like...

Utley: Yeah, his text is fine.

Boehm: Yeah, it looks like he added words to your...

Utley: Yeah, no, he expanded...

Boehm: He expanded to make it readable.

Utley: Right.

Boehm: I see what you're saying. But the formulas, let's go through each one of the formulas and make sure they're correct, right?

Armstrong: That's what I'd like to do now before I run out of time. Brian, down in...you're on 12?

Utley: Yeah, right.

Armstrong: On 12 when we, after line 25, when we start talk about these equations, the statement here I don't see as being expressed right. Now I could be wrong, but the $TIS = \text{the } TIW \text{ times the } TIH$, agreed; but that also equals VIS times the magnification factor.

Utley: That's correct.

Armstrong: When I re-do this formula, I understand that the magnification factor is VIS/TIS .

Utley: No. Not true. The magnification factor is TIS/VIS .

Armstrong: Actually I had it the other way- VIS/TIS .

Utley: TIS/VIS .

Armstrong: It's the ratio of the viewing image to the target image?

Utley: Right.

Armstrong: So it would be VIS/TIS .

Utley: What's the ratio?

Armstrong: It's got to be one over the other, so we express it right.

Utley: It's the TIS divided by the VIS .

Armstrong: Okay, let's go to line 19. Then this is stated wrong: "The magnification factor is defined as the ratio of the viewing image to the target image." So that needs to be reversed.

Boehm: Right, but that's word for word what you had on top of page...

Armstrong: So it's defined as the ratio of the target image to the viewing image. Okay, so those need to be reversed, in which case we've got $TIS/VIS = MF$. If I'm solving for TS, I've got $TS = VIS * MF$. Now you're right. So down below is fine.

Boehm: Yeah, because the target is going to generally greater than the viewing image window.

Bernstein: Yeah, I just couldn't reconcile the formulas because of that transposition, that's all.

Boehm: Brian, what are you rationing? The size? The area?

Utley: You're rationing the area.

Boehm: The area.

Armstrong: And I like that clarification because it's...

Boehm: Didn't we way it's the ratio of the areas, or of...you mean the ratio of the viewing image area to the target image area?

Utley: Yeah, because when you magnify, you magnify an area. Magnification [is an aerial?] a function.

Boehm: Excellent.

Armstrong: So height time width is area, which would be good every time we referred to target image or viewing image, we called it viewing image area or target image area.

Utley: Yeah. The only reason why I picked size instead of area is because we talk about aspect ratio, and you begin to use the A...the A shows up in a number of different forms, and therefore I didn't want to confuse you with A in one being A, aspect ration, being the same as A in area. That's the reason why I did that.

Armstrong: Okay.

Utley: But we understand that area and size are synonymous.

Boehm: Let's just get rid of the A in aspects and make it SIR. That solves your problem, and then everything else is also...

Armstrong: That's right.

Boehm: ...three digits, right?

Utley: That's okay because that would define aspect ratio as R.

Utley: Yeah, that's fine.

Armstrong: And it goes on line 4 as well.

Utley: Yeah, all the way through.

Armstrong: Again, Doug, just in the interest of time, I think what I'd like to do is apply the semantic changes to the text after we've made sure that some of my math questions...that Brian and I are on the same page before I have to leave.

Boehm: And I'm not even sure we'll have to do that because I have to go through it when I do the edits here, and I will do the same thing that you are doing and make sure it makes sense.

Armstrong: Okay. On the top of page 13, then, what I was able to determine from this and confirm with Brian is that the source image aspect ratio is equal to the target image aspect ratio. The question is was this intended because, and we started to have this conversation, is that we may not have...we may crop photographs, we may want to stretch a photograph...

Utley: Let me explain how that works. First of all, in the image sizing program, you have the ability to change the size of the source image from a standard image. In other words, if you are cropping, you can specify the crop, and it will give you the right dimensions and it will fit it into the viewing window. So a cropped image...

Armstrong: But it lost data. When you crop, don't you cut away a piece of data?

Utley: It's before you get data. It's while it's still an image.

Armstrong: So it just smushes it in right?

Utley: Yeah. It puts it into the viewing window properly. So you can specify a cropped image source without any problem. But the case that isn't covered yet...there are two cases that aren't covered yet. One is where you digitally crop an image, okay, which you can do. You can get there, but you have to know how to get there. The second is, we have not covered the case of the panorama or stitch images.

Bernstein: But it's all one image in the end.

Utley: I know, but we want to cover the case of the dimensions because it assumes that you always fit the image into the viewing window, but in the case of stitched images, you don't.

Bernstein: Why?

Utley: You let the...

Armstrong: The image flows beyond it.

Utley: The image flows beyond the edges of the viewing window.

Armstrong: It does?

Utley: Yeah.

Armstrong: When you first look at a Hyatt Hotel pool shot, you don't see the whole shot. You see one shot, and then you pan around it. So you're not fitting the whole image into the viewing window.

Utley: Right.

Bernstein: We never were. Prior Art does that.

Boehm: On a photo you are.

Armstrong: And a Prior Art also gave you the ability to do that.

Utley: Yeah.

Bernstein: But on a MAC standpoint, he's not creating that formula for fitting a panoramic image...

Armstrong: Into a viewing window because you don't do that.

Bernstein: Gotcha.

Boehm: What do you do in terms of actually doing the math, Brian?

Utley: When I get that built into the image sizing program, what it will do is it will size the panorama into the viewing window vertically, and then it will allow you to pan horizontally across the image.

Boehm: Or vice-versa.

Utley: Theoretically, yes, although we don't have any examples of that.

Boehm: What happens if you wanted to...well, panning bigger, if you want it bigger...

Bernstein: You could do what you're saying and pan vertically and horizontally, we just don't do it.

Utley: But if you did that, then what I'm saying is you size the image into the viewing window so always see one dimension completely until you start zooming.

Boehm: My suggestion is that we don't...of course, we're not going to worry about that today, we don't have the time to do that. When we get to the end of this, then we'll say, of course, when you stitch images together to do pick your pan, you would first do the small size, and then whatever.

Utley: Right.

Boehm: We'll just handle it because the point of this math is to give us a basis for putting technical definitions into the claims if we run into the problem that we need it during prosecution.

Utley: Not only that, but it's also very helpful when we're talking to...when we're doing due diligence and we're talking to people about how does it work. This is how we sit down with them and say here's how it works. This is not something that's off the seat of the pants. This is something that follows a disciplined structure.

Boehm: Absolutely, and that buys you credibility.

Utley: Right, and then when we license someone, this is part of the documentation.

Boehm: The biggest thing is is it the best mode? Remember, we have to disclose the best mode of making and using your invention.

Utley: Yeah, and this is the best mode.

Bernstein: This better than blowing up images.

Armstrong: Let me just further throw into this source image aspect ratio equaling the target image aspect ratio for a second. I've got just an example written on the side with those people in a box. If we start with the small image here, which is a 6x8, and we blow it up to an 8x10...that doesn't matter, we end up with a source image that's 4x5, and then we just make the target image 4x5, right?

Utley: Right.

Armstrong: So it's not that one is...because the little one is not the source image, it's the bigger one that's the source image after we've done the cropping.

Bernstein: No, that's the target image.

Armstrong: No, that's the source image that goes into the system. Then we create the target image.

Bernstein: No.

Armstrong: Yeah, this is before it goes in.

Utley: If the source image is, say, at 8x10, what the formula does is tell you how to scan it so that you arrive at the right target image. So if you go down further, it says, "And, by the way, if you follow the program, the program says the right scanned density for this is this many pixels per inch," and that will produce you a digital image which has a magnification factor...

Armstrong: That's the next step. I think I know the answer to this, but in this example, which of these two things is considered the source image?

Utley: The source image is the 8x6.

Armstrong: The target is the 8x10?

Boehm: We have to define that, guys.

Armstrong: Okay, hold on because we've got...let me just follow this math. I just want to understand why I'm wrong here. In the source image then, we have an aspect ratio of 3:4 on an 8x6.

Utley: Because it's a portrait.

Armstrong: It's a landscape.

Utley: Okay.

Armstrong: This is a picture of my kids on the beach, but I want to frame it in a portrait frame, so I'm going to go in and I'm going to crop the edges and turn it into an 8x10 and blow it up.

Utley: Where do you crop it?

Armstrong: I'm going to crop it on the scanning program, let's say. I've got a print image, and I'm going to throw it on the scanner. I'm going to throw this on the scanner. I'm going to crop the edges of, blow it up to an 8x10.

Utley: You don't do that on the scanner. You don't blow it up on the scanner.

Armstrong: Okay, well let's say then I blow it up on a...let's say I blow it up before I scan it.

Utley: Right.

Armstrong: And then I crop it. I end up with an 8x10, which is an aspect ratio of 4:5.

Utley: Right. It's not portrait.

Armstrong: It's not portrait?

Utley: Right. 5x4.

Armstrong: Exactly, right, 5x4. I did that backwards. So now I've got...

Utley: An aspect ratio of 1.25.

Armstrong: Right, I've got a three-quarter aspect ratio for what you're calling my source image.

Utley: No, you've got...I don't know anything about that. All I know is that is this.

Armstrong: This is the source image. That's why I asked you which one was the source. This ends up being the source. <Everyone talking at once.> ...the original picture...

Utley: I don't know anything about that.

Bernstein: Why?

Utley: Because what you put in the scanner, the system considers to be the source image.

Armstrong: Although there is a step here...

Bernstein: Well, this is what I was putting in the scanner.

Armstrong: There is a potential step here is not a part then...

Armstrong: Because then the enlarged image is the source image.

Utley: Right.

Armstrong: Because there's a step before digitizing that says we can take an image of any size, create the ultimate source image from that in any dimension you'd like via cropping and enlarging, and then we will end up with what we are calling in these formulas a source image. But we don't talk about this. I don't know if it's important, but it's a step that confused me.

Armstrong: Brian's saying it's not important.

Armstrong: It's not important to this formula; but what I'm wondering if it's important to our process.

Bernstein: Well, certainly it's part of the process.

Utley: Well, no, if you go back through and you understand this, what your controllables are, what your scan density is, what your aspect ratio is, how you fit it into the viewing window, what your target size is, and if you know all of that, you can determine the trade-off between your ultimate source, whatever that be, I know nothing about that, and what you put in your system.

Bernstein: I recognize that. I'm one step before that whole process, and now we're taking ourselves outside of the math, and then we can table this and you guys can talk about it later. You just told me that this lower image is the source image.

Utley: Right.

Bernstein: Yet it's not what the client gave me. The client gave me this picture. Greg Manning gave me a baseball card with a whole bunch of header information and said take the header out, give me just the picture of [Newell] Lowell or whatever his name was...just the picture. So, I don't know if we want to include anywhere, if it's important, the step that is our editing of an original image before it becomes what we are calling a source image. That's all. And let's leave it there for right now.

Boehm: That's the same problem I was confused with, and when I look at Brian's figure to say that the target image is surrounding the viewing image, I get confused as to what he means by the target image.

Utley: Well, the target image is the file...

Boehm: What's the word "target" mean?

Utley: Because what you are doing is you create a virtual image into which you zoom and pan. It is a virtual image.

Boehm: Oh, so you're targeting to the virtual image?

Utley: Yeah.

Bernstein: Or you're targeting that big [].

Armstrong: What you're talk about is semantics, and I had the same conceptual problem on my first read, understanding the difference between target, source, and viewing.

Boehm: And viewing, yeah.

Armstrong: And that's something you guys can talk about, and that's just really a global change in semantics if you decide to do that. But I'd like to move onto the next question I have that's formula driven, and it's the scan density.

Utley: Right. It's not in here, it's on the image sizing program.

Armstrong: This?

Utley: No, the other one that I have where you put in your parameters, and it automatically computes.

Boehm: You can use an Exel spreadsheet with macros to do that with code. We have not written an application on that yet.

Bernstein: Well, that should be here.

Armstrong: Yeah, because we reference it. We reference...

Boehm: You reference the program?

Bernstein: We reference the math.

Armstrong: In line 11, we're talking about how we determine a minimum scan density, and we actually have a formula here, which I don't understand.

Utley: The minimum scan density says that you will scan at that DPI or...

Armstrong: That's height, or is it area?

Utley: No, it's scan density.

Armstrong: Okay, let's look at this formula then.

Boehm: Where are you? What page?

Armstrong: I'm on page 13, line 13.

Utley: It's the ratio of the source image height to the target image height.

Armstrong: Just height? There's no width...

Utley: No.

Armstrong: ...in there at all?

Utley: No, because you've got a fixed aspect ratio. The two aspect ratios are the same, therefore it doesn't matter. And if you try to use area, it's a square function, so it doesn't give you the right answer.

Armstrong: And does this end up giving us the dots-per-inch result?

Utley: Yeah.

Armstrong: So if I've got a height, then you're saying we're expressing the height in terms of pixels?

Utley: It can be either in inches or in pixels. Typically it's in inches because when you want a...your scan density is when you're scanning, and you're scanning is in...

Armstrong: Okay, then let's use an example I put here. If we have a source image of an 8x10, and our target image is going to be...let's fix this and call it an 80x100 so we keep the same aspect ratio...

Utley: Right.

Armstrong: We then end up with an MSD of the height...

Utley: Your target's going to be in pixels.

Armstrong: Okay, well this is what I want to clarify, then, because that doesn't say it. So the target...

Utley: The target is always defined in pixels. It says area in there, but it's always pixels.

Armstrong: Okay. But we don't always use the TIH in a formula in a pixel form.

Utley: You always use it in pixel form.

Armstrong: We do?

Utley: Yeah. That's the only way it's ever expressed.

Armstrong: Even up in these formulas and everything?

Utley: Yeah.

Boehm: Does it have to be in pixel? Can it be units?

Utley: No, it has to be pixels.

Armstrong: And the viewing image width is always in pixels?

Utley: Yep.

Boehm: Viewing target but not source?

Utley: Well, the source is whatever medium the source is in. If it's a 4x5 piece of film or an 8x10 enlargement, or whatever.

Armstrong: Well, let's follow this through then. So...

Bernstein: Then that's not a source image. The source image is what you create by forming the 4x5.

Armstrong: That's something we need to clarify.

Boehm: Exactly.

Armstrong: We need to be able to say the target image in these formulas...or to calculate them, target image heights, widths, and sizes are all...

Utley: Viewing window is in pixels, height in pixels. Okay. Source image generally in inches. I mean, I laid that out.

Armstrong: Okay. It wasn't in this one. But let's just look at this for a second. What would the number of pixels be on something like this if I've got 80"x100"? What would 80" be in pixels?

Utley: That's probably around 8,000.

Armstrong: 8,000. So we've got 8,000 pixels divided by the height of the source image is 8, so we have a scan density of 1,000.

Utley: Right.

Armstrong: Okay. That works. Fine. Okay, example 1. Let's go to example 1. Your assumptions, for example, you want to change from this sheet to the next, Brian?

Utley: Right.

Boehm: Are we doing example 1 of the...

Armstrong: On page 13, beginning on line 17.

Boehm: Are there changes, Brian?

Armstrong: Perhaps. We're going to go through it.

Utley: I'll look at it and see.

Boehm: Why don't we just go to the example 1 in your new?

Utley: Okay.

Boehm: Unless it's the furthest.

Armstrong: It's not furthest. Okay. So we've got a source. Everything's the same here. 320x48 is 400 pixels. Viewing image size is equal to 128. Target image size is equal to 2560. Good, we've got the square root in the formula now. The 1789. Target image height is 1431. Minimum scan density, I think is wrong.

Utley: No, it's not.

Armstrong: The minimum scan density is said to be...

Utley: You multiply the minimum scan density...

Armstrong: Right, but let's just do the formula. The minimum scan density is what? Defined as the target image height, which is what? 1431, right?

Utley: Right.

Armstrong: Okay. You have 1789.

Utley: Oh, I'm sorry. The target image height...you start with the target image width...you can do it either way. It's 1431 is the target image height.

Armstrong: Right. That's the formula. So in order to use your formula, it's 1431 divided by what?

Utley: By 4.

Armstrong: Not by 5?

Utley: No.

Armstrong: Okay, so that's just a general correction. You actually end up with a very similar answer, mildly different by only, I think. .75, but it is different. Oh, no, you don't. You get...wait a minute. <reading to himself> ... is the target image height in example 1...it may just be a rounding function...

Utley: It is.

Armstrong: But as we show the math, we should show it consistent with the formula, right?

Utley: Yeah. What does it say?

Armstrong: 357.75.

Utley: Right. Just round it up to 358. There are no such things as fractions of pixel settings.

Armstrong: $1789/5 = 357.8$, so it's slightly different, so that's why...

Utley: It's not different. You can't have a fraction of a pixel.

Armstrong: Don't get upset about this. You have an error in the way you show this, and all I'm doing is pointing out that we can't have it in the patent that way. We have a formula that says it's height divided by...it should be 1431 divided by 4. We just went over that on the previous page. That's all I'm saying. Either way, we need to express it as 1431...that's all I'm saying.

Utley: I see what you're saying. I understand.

Armstrong: Do you have that, Doug?

Boehm: No, I'm still trying to figure out...

Armstrong: Okay, look on his new sheet.

Boehm: Yeah.

Armstrong: The only correction to his new sheet on page 1 is the second to the last line. "The minimum scan density equals 1431 divided by 4 equals 358." That's the only change.

Boehm: Okay.

Armstrong: Now, let's see...did I have anything on this one?

Boehm: Good catch, Jim. Thanks.

Bernstein: On 2, I think we have the same file [].

Boehm: What?

Bernstein: We're best friends for this very reason. I sucked in math.

Armstrong: This one's just the exact same thing on 2 where we're just using the wrong number. We get the same answer, but we're using the wrong number. The minimum scan density, second to the last line, should be 1431 divided by 4 equals 358.

Boehm: Which is the same...

Utley: It's the same number.

Boehm: The same fixes as...

Armstrong: Exactly. Same number, it's just the equation is expressed incorrectly.

Boehm: It's the same text...the same change we made to example 1.

Armstrong: Exactly, exactly. In the middle of that example 2 on page 4, there's a statement that says, "The target image size equals the viewing image size times twenty." I can't find where that relationship is defined in a previous example where we say that the target image size equals the magnification factor times the viewing image size. And if it's not, we need to just put it in because it's obviously right, it's just not stated.

Boehm: On the top of page 2, when you define magnification factor, and you're saying it's a ratio of the viewing image to the behind-the-scenes target image, so it's going to be a less-than-a-one number. See, we're getting targets and viewing screwed up. The terminology, I think, is screwing us up, right? Because weren't you using magnification factors of twenty? That would have a viewing image of twenty sizes larger than the target image.

Bernstein: That's what we found last night...

Utley: No, the magnification factor is the...the target image size is the viewing image size times the magnification factor.

Boehm: Right, how do you define the magnification factor...oh, that's what...the viewing size...

Armstrong: But in the patent pages, do we have that, Brian, somewhere? Because I looked for it, and I couldn't find it.

Boehm: It's page 12, the middle, it's where he defines magnification factor, and it's not where it should be.

Armstrong: Right, but I don't see it there.

Boehm: "...ratio of the target..." we're going to call it "...the target image area."

Utley: It's down on the bottom. "The target image size is the target image weight times the..." "...which is equal to the..."

Armstrong: There it is. "...viewing image size times magnification factor."

Boehm: Right.

Armstrong: Okay, so that's the one I had a problem with because we inverted those two things, so that explains that. That's fine. Let's move on. Now, did I have anything else on examples? Example 2...example 2...

Boehm: One more point. When you say the magnification factor, it's really the maximum desired, isn't it? Magnification factor, Brian?

Utley: Yeah.

Boehm: Because magnification factor is any zoom. What you're worried about is the maximum, your deepest, right?

Utley: Right.

Boehm: Okay. So I want to make this MMF for Maximum Magnification Factor, okay?

Armstrong: Okay.

Bernstein: Where was that?

Boehm: I'll fix it. Don't worry about it. It's really at...

Utley: The magnification factor is the maximum magnification factor.

Armstrong: Always?

Utley: Yeah.

Armstrong: What about the minimum?

Utley: The minimum is 1.

Armstrong: 1 plus something?

Utley: Right. Now, then, this is what you're designing it to.

Armstrong: Page 5 of Brian's new thing...page 5, example 3. This minimum scanned density, again, I think is wrong. We've got a target image...what is the formula again? I keep forgetting. Target image height of 1610, right?

Utley: Where?

Armstrong: Example 3. 1610 divided by the source image height, which is 5. So 1610 divided by 5 is 322. So it's just the expression is consistently just reversed.

Boehm: And you're on page 5, it's the minimum scan density?

Armstrong: Minimum scan density equals 1610 divided by 5, which equals 322.

Boehm: Okay.

Bernstein: What is that last? "The photos can be any scan density greater than 321"?

Utley: As long as you scan at a higher density than that, you will never pixilate.

Armstrong: Since we get to this answer here, that's his conclusion. You have to be at least 322...321.

Bernstein: For that particular example?

Armstrong: Yes. That's the answer to his equation.

Utley: What this is telling you is that when you scan this image in, you've got to do...you've got to start at least at this density.

Bernstein: To get that result of 20?

Utley: To get that result.

Bernstein: I finally understand.

Armstrong: Okay, let's go to page 20 in the patent file.

Boehm: Okay.

Armstrong: It was...actually, never mind. At the bottom of page 20 where I say, "really?" I already talked to Brian; I understand completely why that is now.

<Difficult to understand; Boehm and Armstrong having a side conversation.>

Boehm: Okay.

Armstrong: And as long as this one has the square root thing in it, which I'm sure it does, then we're fine on that example.

Utley: It does.

Armstrong: Okay.

Bernstein: Doug, you're supposed to be picking up these square root issues...

Boehm: Hey, you guys are supposed to be picking this up. Actually, I was hoping you could work closer with Steve than the timeframe we had; but I'm taking the last pass at it here, so I'm going to try and get another pass at it.

Bernstein: Cool.

Boehm: And I am trying to get another pass at it, and I would have done the same number exercise that you've done for us, Jim.

Utley: <As an aside to Jim and Eliot.> Can you meet me in Philadelphia on Friday morning?

Armstrong: I think so.

Bernstein: This Friday? I don't know.

Armstrong: Well, I need to check my calendar.

Bernstein: Other than just checking?

Armstrong: Yeah. What time?

Utley: Can you pick me up at the airport?

Armstrong: Yeah.

<Continued background conversation between Utley and Armstrong.>

Bernstein: Doug, why don't you make these changes?

Boehm: Yeah, I will.

Bernstein: Start with this because I think we can pick up our changes later, can't we?

Armstrong: Well, let me give you a few more that I wasn't real sure about.

Boehm: Well, what's the...what do you think is the extent? If we go through page by page, you're right, it's going to be forever.

Bernstein: No, I just want to go through my comments real quick. If Brian has any additional, that's fine.

Boehm: Okay, and remember we can change the wording of the claim as long as it's recorded.

Bernstein: No, no, this is the body. These are minor fixes.

<Everyone talking at once. Shuffling as Armstrong leaves the room.>

Boehm: Thanks, Jim, for leaving.

Utley: <Chuckles.> He's going to catch a plane.

Boehm: Hope you had better luck than I did.

Utley: Yeah, really, and the weather here right now is pretty bad.

Boehm: Yeah, that's what it was yesterday.

Utley: Where did you get stranded?

Boehm: It's a long story. Is now a good time?

Utley: How long is it going to take?

Boehm: What happened was I left about 6:00. Everybody said it's no problem to catch the 7:25. There was a terrific traffic jam just north of the airport, bumper to bumper for miles, and it got to be 7:10 before I was at the airport. I was flying around lost, trying to find the Avis. Got to the bus at 7:15.

Yelled at the driver and said, "I've got a 7:25 flight. Can we do it?" He goes, "I don't know!" So we got in and tried it. They dropped me off at the United gate. And I dropped up the Avis car without filling it with gas, you know, just get my butt over there. I get up to the drop-off, and thinking, oh, I gotta run, and so I run like crazy to get to the get and find out different. There's a whole bunch of people standing there, you don't have to run. It's been delayed. So my flight out of Ft. Lauderdale to Chicago was delayed first of all for storms, and then mechanical problems. I got switched all over the place. 7:30, 8:30, 9:30, and you wonder what's going on. Half the people bail out and go to Miami and fly out of there, and they keep saying, oh, we don't know when it's coming. I'm thinking, oh, crap, I'm going to miss my 10:30 connection in Chicago to go to Milwaukee, so I called and found that there was a bus. There was an 11:30 bus, and I thought, hey, I'm gonna make this, no problem. The stupid plane didn't leave until 10:00, got in Chicago at 12:30, missed the bus, missed the only connection out to Milwaukee. I'm thinking the next one's 8:00 in the morning, I'll just go get a hotel, and it should be on the airline, right? Because they made me miss my connection. So I stood in line 45 minutes with other people who had missed their connections to try and get the hotel or the baggage lost or some damn thing. Here it is 1:15, 1:30, and they say...and this guy in line behind me, he's in line for the second time because they sent him in a cab off to a suburban hotel—not the Hotel Hilton, no way—some suburban hotel—sent him out there, he got there and there was no room, so they brought him back, and now he's in line again! Talk about getting doubly screwed. Anyway, I get up to the counter, and she says, well, we can send you out to Arlington Heights—and I know the area, I grew up around there—a hotel, and we've got to get you a cab, and we'll bring you back, and we'll pay for the hotel. And I'm saying, when's my flight? 8:15. I've got to be in there by 7:30. You're going to get me out there, and I would have gotten maybe three hours of sleep. It was just ridiculous. So I said, what are my other options? I'm pissed. So she turns around and grabs a pillow and a blanket and says here's your other option. Everybody is kind of fuming, but we're all taking it with a grain of salt. The guy next to me says, oh, you get the Hotel O'Hare, and you're headed over to Gate B-20? That's Suite B-20!

Bernstein: And it is. I've done that so many times. Slept there many a night. Slept on my bag.

Boehm: I got in here this morning, landed at 9:00, and drove to work at 9:30. I haven't been home.

Utley: And you are feeling the same.

Boehm: Oh, yeah, really crunchy!

Bernstein: Okay, let me whip through this real quick. Skip the comment on top of page 9. On the bottom of 9, why can't these images from videos be put back into video format and then zoomed on? Why can't you take the images you captured in video, enhance them, and then put the 29-per-second back in, thereby have zoomable video? And panable? You can because a video is simply 29 images. So if we've captured the ability to do this on an image, we can create video by creating a series of 29 images per second.

Boehm: Okay.

Bernstein: It can be easily done. Here's the change. On line 21, just add: "A single or all captured frames from the video camera may be further processed as a digital image, and then reassembled back to video." Take all the frames, do...

Utley: What are you going to do with it?

Bernstein: You're going to enlarge them, however you do that once you capture them. If you were just printing them, you could print the images, enlarge them, put them in a viewing window, and run that video through there and let somebody zoom in.

Utley: How do you run the video through a viewing window?

Bernstein: Doesn't the video have its own viewing window?

Utley: You run it through a player.

Bernstein: And the player has a viewing window.

Utley: And the player has a viewing window.

Bernstein: Now, if the image is bigger than the viewing window, you'll be able to...if the picture is bigger than the set viewing image, you'll still be able to...

Utley: The picture will still be in the standard frame size of 320x240.

Bernstein: They'll be in a frame size, but the picture will be much bigger than 320x240.

Utley: No, the picture can't be bigger than the frame size.

Bernstein: On a video? Why?

Utley: Because that's what you cover.

Bernstein: I see what you're saying. But would you be able to take a 20...no...and play them through...okay, scratch it.

Boehm: All this stuff at the bottom of the page?

Bernstein: No, left side.

Boehm: Just the left side?

Bernstein: And then still make the change on 21: "A single or all captured frames from the video camera may be further processed."

Boehm: But we're only talking a single frame is processed as a digital image.

Bernstein: So it won't matter if you do it multiple?

Boehm: Yeah, but you're doing single, multiple times.

Bernstein: Yes, okay, fine.

Boehm: Maybe we should say...no, single is fine. I think...

Bernstein: Is a scanning a digital enlarger to me? To my thinking?

Utley: Yes.

Bernstein: I just don't understand why?

Utley: Yeah, it's a digital...well, yeah, the way it is is you change the scan density. That will give the effect of the enlargement.

Boehm: Is that said here, Brian?

Utley: Yeah.

Boehm: Does that say that in here? That changing the scan density is effectively enlarging it?

Utley: It's enlarging it because you're increasing the number of files.

Bernstein: What you said, sir, because it confuses me!

Boehm: And not only that, we may need it. If we're practicing that...are we practicing that?

Utley: That was the whole point of going through the magnification factor and creating a scan density because you've got to create a picture large enough to be what you want it to be as a target image.

Boehm: Never mind!

Bernstein: Okay, but you see it now, right?

Boehm: Yeah, absolutely. I just didn't...

Bernstein: And to me, who doesn't understand the math of all that, it seems very strange that you can take a digital image and it's achieved everything by blowing up...

Utley: Optically.

Bernstein: ...optically. And then you're still putting it in the frame and framing it right until it works in a zoom environment. If I could understand the math, I'd understand that. I understand the theory.

Boehm: Brian, I know what I'm talking about.

Utley: I never questioned that! <Laughter>

Boehm: I do, all the time! No, when I'm thinking enlarging, I'm thinking of analog development enlarging.

Utley: Optically.

Boehm: Optically enlarging, not digitally enlarging. Are you digitally enlarging the photo when you up the scan density? No.

Utley: Let me give you the ...

Boehm: You're upping the scan density.

Utley: Yeah. If you enlarge a photograph, you can set it at a lower scan density than if you don't, then you have to scan at the high density to get the same result.

Boehm: Exactly. That's why I don't think that a scanner is technically an enlarger.

Utley: It performs a function. Because it has a variable scan density...

Boehm: Yeah.

Utley: Enlarging is better [in] the size of the file that is produced. And the size of the file is proportional to the size of the image.

Bernstein: Oh, I see. I see it! It has to be. It effectively does the same thing.

Boehm: Yeah, I guess the scanner can do enlarging, yeah.

Utley: It can produce two different-sized files based on the same photograph being scanned at two different densities.

Bernstein: Which is two different sizes. You see, the brain doesn't think that. You just think 600 versus 900 just means more dots or something. Period. It doesn't mean that you have more area.

Utley: That's right.

Bernstein: But is it?

Utley: When you have more area, you scan at a lower density. You scan at 200 DPI versus 600 DPI.

Bernstein: But what if there's no scan, no density...the camera does that?

Utley: Then it's fixed by what the camera does.

Bernstein: Can you set the camera to be the enlarger?

Utley: No, you have very little control over that. When you go through the digital example, that's what happens.

Bernstein: What?

Utley: You say, well, I got this digital picture, and I want to get a 20-times magnification, and you go through the math and it says "stop!" You can't get 20 times; you can only get 11.1 times.

Bernstein: Why?

Utley: Because you can't get more pixels in the target image than you've got in the source.

Bernstein: So how do you achieve 20 times?

Utley: You have to have better digital equipment.

Bernstein: Okay, so you can buy a better digital camera that gives you more [pells?] for the shot?

Utley: Right.

Bernstein: And as that comes due, that's going to give us greater magnification.

Boehm: Brian, if you took a normal enlargement on a photo, you will keep enlarging until you get the grain level of the photo.

Utley: Right.

Boehm: On a scanner, you won't keep enlarging...I mean, you're going to hit the grain level of the photo, but it's going to be limited by the scanner.

Utley: Well, yes, there are some limitations. For instance, ...

Boehm: An optical one is never limited by the optics, right?

Utley: Yes, optics have limitations.

Boehm: Okay, but way far...

Utley: But what happens is the scanner can't put detail into a picture where it isn't in the picture. So you can take a snapshot, for instance, and try to scan it at 1000 DPI, but it won't look any better than if it was scanned at 150 DPI because that's all the information there is on the image that you can resolve. In other words, you have been destroyed by the processes that printed it. But if you take a transparency—the original source transparency, whether it be a positive or a negative—you can scan that at a very high density, and you can get every bit of information that there is to be obtained by increasing the scan density assuming that you have a scanner that is capable of that.

Boehm: Yeah, with no limitations. Yeah, you're right.

Bernstein: So, should we say all of that?

Boehm: The math is saying it, you just have to sit back and think about it.

Bernstein: Okay, that's good.

Boehm: But you're right, it would be a good thing to say. If you could...

Utley: That's why the math is there.

Boehm: But Brian, if you could say that in English, it would be even better. If, after we cut the phone call, if you wanted to jot a note...

Utley: My brain doesn't work very well in English. <Laughter>

Bernstein: Do you want English American or English British? Let's define that. Let's go right here and define that because that is important.

Boehm: Okay, so what we're saying is that by increasing the scan density, it effectively...well, first of all, what is it actually doing? It's more data or pixels per image which lets you magnify deeper or more...

Utley: Let's back it up. What we want is a large enough...our objective is to get a large enough digital image file to permit the zooming and panning at the desired magnification to take place. There are two ways to obtain that size file. One is by enlarging photographically and scanning at a relatively low density, or by that the source image is of sufficient precision to scan at a high density to create the same size file.

Boehm: But, wait, you don't scan, if it's digital. If you have a digital, you're not...

Bernstein: Wow, you see, you've got to clarify two things: scanning and digitally shooting the photograph with the right specs.

Utley: When you scan, you create a digital file. Alternatively, you have a digital camera which gives you a fixed file size.

Bernstein: Although later in the future, you should be able to do inside the digital camera what you're doing with the scanner, and create, when you get a good enough [pell] count, so to speak, right?

Boehm: But it's technically not scanning, it's the digital files coming directly from the camera is what he was trying to get across.

Bernstein: But it's creating a size.

Boehm: What?

Utley: The end result is to have a file which is sufficiently large...the file of an image when expressed in [pells?] has a large enough area to allow you to zoom into the image and obtain the desired level of magnification.

Boehm: Without pixelating.

Utley: Without pixelating.

Boehm: Okay, that makes perfect sense. Now, when we were talking about a scanner being essentially an enlarger, if you...you see, when I think of a scanner, I think of analog to digital. It's taking optical and digitizing it. It's doing the capturing.

Bernstein: Right, but...

Boehm: On a digital camera, the [CCD] is doing the capturing.

Utley: Which is an array.

Boehm: Which is a scanner. I see what you're saying.

Utley: Right. It is a scanner. Now, the...

Boehm: The scan density number you're spitting out for your HP scanner or for to go buy a new proper...

Utley: No, you can control the scan density of a scanner. You can determine what your scan ratio is.

Boehm: Of a scanner?

Utley: Yes.

Boehm: But not of a digital camera yet.

Utley: No.

Bernstein: Sure. You can go from 300 DPI to 600 DPI.

Utley: Not on digital cameras.

Bernstein: Sure. On my digital camera, I can set it to 300 for low resolution, to high of 600.

Utley: Yeah, but when you do that, you're getting a .JPG.

Bernstein: Right. Or bitmap.

Utley: It doesn't give you both bitmaps. I think it only gives you one bitmap, which is your maximum density.

Bernstein: Well, the highest, 600, is a bit map; the other one is...

Utley: Right. The other one is a .JPG. That's right. That's absolutely right. But there's only one bitmap. You can only go to one bitmap size now. Even the new Nikon 990, it only gives you one size bitmap.

Bernstein: It does?...

<End Side 1, Tape 2; begin Side 2, Tape 2.>

Missing huge section

Utley: You said in the compression step, there are a number of options that you have to tailor the compression process. You can give the compressor a target for how much compression you want. You can also specify to the compression program the size of the compressed image, and that's important because what you do with the image sizing program, the image sizing program will tell you what the size of the compressed image should be to create the target image. Therefore, you instruct the compressor to create a compressed image of that size. Remember you had a minimum scan density?

Boehm: Um, hum.

Utley: Typically, you will scan at a higher density than the minimum scan density, maybe 10%, maybe 20%. So now you have to take that digital file and create a file which is equal to the target image, and you do that by telling the compression program that's what you want. If you didn't have a compression program, then you would try to scan as close to the minimum scan density you could so as to not create a bigger target image file than you needed.

Bernstein: Okay, now, I didn't totally understand that. He then says compression serves to preserve image resolution. Is that a true statement?

Utley: Um, hum.

Bernstein: Thereby providing an optimum enhanced digital image. Optimal is no compression.

Utley: Well, it depends on what you mean.

Bernstein: Well, did you see the...17 going to 18?

Utley: You made the optimizing file size.

Bernstein: But then that needs to be defined here. Do you follow that, Doug?

Boehm: Yeah.

Utley: By optimum, we really mean optimum file size here.

Boehm: Yeah, since the number of pixels is not actually reduced.

Bernstein: No, actually if you size it, they are reduced.

Utley: If you specify a small number, yes. What you really try to do is optimize the file size at the appropriate number of pixels.

Boehm: But the number of pixels changes when you .JPG it...I mean, when you compress it or .JPG?

Bernstein: No, when you compress it and resize it.

Utley: It's optical.

Bernstein: If you're compressing by resizing, you've lowered the pixel count. If you're compressing 1:1, you haven't. Do you follow? So Brian's saying you might have a large image and the compressor says, what do you really need here? Let's get rid of some color. Do you need all this extra size and that height and width? And if not, it does all that for you. Lowest makes the smallest picture, thereby reducing pixel count and providing a less-than-optimum enhanced digital image.

Boehm: Help me figure out what that sentence should say.

Bernstein: I'd strike the whole sentence, to be honest with you.

Boehm: That sounds fine with me. Will we ever need the concept that we preserve the number of pixels, at least at the 1:1?

Bernstein: No.

Boehm: Through compression?

Bernstein: No. Compression is optional. Do you know what I mean?

Boehm: Okay, scratch the damn sentence.

Bernstein: Yeah, okay. Good. I see that we can explain all of this. I would just leave it right after "...be set to other compression factors..."

Boehm: Yes, absolutely. That's the end of the sentence, end of the paragraph.

Bernstein: Exactly. That "64 user interface or control data is associated with enhanced digital image file if necessary and may already be on the user computer."

Boehm: You got it.

Bernstein: It's still associated, even if it is on his computer, so that, in this sense, you might be right here, because you still need to associate the control data user interface with the picture. So that's true.

Boehm: So I'll move your comment down to clarify it later.

Bernstein: Okay. And the only other thing is right after you say on line 6: "...graphic user interface on display upon loading..." Forget "downloading" and just put "loading of the image."

Boehm: Okay.

Utley: Doug, I can give you the wording that I used. At the bottom of page 17, in place of that last sentence which spills over it, I said, "The target image dimensions can be set as parameters for compression thus ensuring an optimum enhanced digital image."

Bernstein: One more time?

Utley: "The target image dimensions can be set as parameters for compression, thus ensuring an optimum enhanced digital image."

Boehm: But what are we optimizing?

Utley: File size here.

Boehm: The file size?

Utley: We're getting the maximum image quality and minimum file size.

Bernstein: For what we need to achieve. That's right. That's fine. Because that's here...

Boehm: "...thus ensuring optimum quality and file size"?

Bernstein: You're not ensuring any optimum qualities by compressing. You're actually decreasing quality at that point.

Boehm: That's right. So, "...thus ensuring an optimum compressed file size"?

Bernstein: Yes. "...compressed file to image size," right?

Utley: No, file size.

Bernstein: And that does say it, by the way. Okay. Now, go down to line 8: "Image file []. The user interface program is associated with the enhanced digital image file such that the combined"...take "download" out...

Boehm: Okay.

Bernstein: "...the combined file or files..."

Boehm: Well, it's not combined if it's files.

Bernstein: Well, no, it could be three files, or it could be all packaged into the image file someday. We don't know.

Boehm: Well, I've got to define that better when we hit the claims because I'm thinking about not...we're claiming that we're...that the end product is a file, an enhanced file, and then we get lost in the mucky-muck when we say what we are really providing. We're providing a .JPG and an applet.

Bernstein: Well, we don't have to provide...they just need to combine somehow. We don't need to provide all the elements.

Boehm: Yeah. The ultimate thing that we provide may not be a file—an enhanced digital image file—does it have to be a file?

Bernstein: An enhanced digital signal?

Boehm: Data?

Bernstein: Data?

Boehm: Or signal.

Bernstein: Yeah, okay, so make that global change. That's fine. It doesn't have to be a file necessarily.

Utley: No.

Boehm: Well, it would have to be digital data, though.

Bernstein: Right.

Boehm: It doesn't have to be an analog signal.

Bernstein: Right. That's true.

Boehm: So I don't need the word "signal."

Bernstein: But you might not have to save it as a file at some point in life.

Boehm: Well, data incorporates if it's a signal or not because the data would be on the signal, right?

Bernstein: Perfect.

Boehm: So I don't need signal because I don't want to go analog on people.

Bernstein: No, I understand. "The combined files, like computer [], will automatically launch the graphic user interface.." It doesn't have to automatically, but it can.

Boehm: Okay, "can."

Bernstein: Right. "...decompress the digital image data and display a portion of the digital image data within a viewing window having a predetermined viewing size."

Boehm: Okay.

Bernstein: Correct? Putting in a portion of the data.

Utley: Actually, when it comes up, it tries to present the whole image.

Bernstein: But in those virtual tours.

Utley: That's right.

Bernstein: So we want to say "a portion of," or "the entire or a portion thereof."

Boehm: "...at least a portion..."

Utley: "...at least a portion..."

Bernstein: There you go. Okay. Skip now to the next page. You've got my seamless word there, but I don't want it.

Boehm: Don't want seamlessly, huh?

Bernstein: Doug, but you say "...to or from a host computer..." on line 11 "...a Web server, Web site, or a Web page..."

Boehm: Um, hum.

Utley: TV?

Bernstein: I don't know if you want to throw it in there.

Boehm: I'm lost where we are in terms of...

Bernstein: Page 19, 11.

Boehm: We're at figures 3, describing the flowchart of figure 3?

Bernstein: Right.

Boehm: Which is what...oh, great. Is that what that says? Oh, it's not a flowchart, it's an image...figure 3 is an image. <Reading out loud to himself; quickly and maybe not completely.> "Referring to figure 3, an exemplary screen print is this. Once the user interface...the resulting image is ready for uploading to a network server projection..."

Bernstein: Well, that was not my thing. "...the resulting image can be uploaded to a network server..."

Boehm: That whole thing, Eliot, on that, you kind of have to take it with a grain of salt because all of the...this is the description of the preferred embodiment.

Bernstein: Okay, okay.

Boehm: It's like the background.

Bernstein: That's what we did. That's fine, that's fine.

Boehm: This is really preferred.

Bernstein: I know, you see what I'm doing now?

Boehm: Yeah, and that's good because that makes me want to support it more so I can broaden the claims...go somewhere with the claims. So technically, Steve's correct by saying "uploading" because it's his-preferred embodiment.

Bernstein: Right.

Boehm: But I usually say "can be" or "is" or "may be," and he doesn't like to say "preferably," but I do. It's just a semantics.

Bernstein: No problem. Go down to line 19, "...and it should be the result of a download/upload..."

Boehm: What's being...

Bernstein: "...the results of loading the enhanced digital image to a user computer..." would be the right way to say it.

Boehm: Yeah.

Bernstein: So take out the "down" and trim it to "loading."

Boehm: Yeah. The same thing to the network server. If you load it to the computer 22, it's providing it to a network server. I don't like this loading...

Bernstein: Yeah, I don't. It's very tight on us.

Boehm: Yeah, and it infers uploading and downloading.

Bernstein: I agree.

Boehm: But, again, he's right because in the preferred embodiment...

Bernstein: That's fine as long as later we clarify and make sure we're protected on all of these issues.

Boehm: <Reading out loud to himself.> "...but download of the enhanced digital image file to a user computer..."

Bernstein: And that's true in the preferred embodiment...

Boehm: But that's for load over the Internet is what he means.

Bernstein: What?

Boehm: He means download off the Internet.

Bernstein: It could be an intranet. It could be...

Boehm: The network. Off the network is what he means.

Bernstein: Right.

Boehm: But isn't it a download off the network? Because when you put something on a network, you upload through the network and download from the network. So he's right, but...

Bernstein: Yeah, you see the issue.

Boehm: Okay, it doesn't have to be. I agree.

Bernstein: Okay, and I've got that next one covered. Go now to page 20. Okay, we've got a big problem here. "The program loads additional digital image data from the enhanced digital file..." Scratch "image stored in memory, for example hard drives," and just say, "program loads additional digital image data from the enhanced digital file to the display viewing window by providing additional data from the source to the viewing area seamlessly..." or something. Or just make it a period after "...display viewing window." You follow me?

Boehm: Uh, huh.

Bernstein: "...to the user display viewing window."

Boehm: "...viewing window." Period.

Bernstein: Okay, any of that other stuff. Okay.

Boehm: <Reading out loud to himself.> "...the user computer provides the zoom..." Oh, "to provide the zoom to view..."?

Bernstein: Excuse me?

Boehm: Holy smokes. Wow, the paragraph starts out in figure 4, which is figure 4, take a look at, we're about ready to zoom or we have zoomed. He has, "The user has actuated the zoom buttons to zoom in to the digital image data..."

Bernstein: What line are you on?

Boehm: Page 19 at the bottom.

Bernstein: Line what?

Utley: The bottom part.

Boehm: Figure 4. "The user has actuated zoom buttons 88 to zoom into the digital image." Period. I don't want to say "data," right?

Bernstein: Right.

Boehm: "In response, the user interface program, which is the applet, loads additional digital image data..." Eesh, I don't like the "loads" because that says it might be loading it off the network.

Utley: Yeah, I don't either.

Bernstein: "The digital program..."

Boehm: "Provides"?

Bernstein: Yeah, because it's providing it from the enhanced digital file.

Boehm: "From the enhanced digital image file..."

Bernstein: Right. "...to a user's display viewing window."

Boehm: And then, "2. Provide a magnified view of the digital image" or "zoomed visual..." I don't like the word "zoomed."

Bernstein: Yeah.

Boehm: What I would like to say is, "Provided additional image data from the enhanced digital image file, without..." I want to make the clarification there that...

Bernstein: "Without additional ..."

Boehm: "Without another download from the network"?

Bernstein: No.

Boehm: We may not need it here if it's there before, but that's my...I may have to...

Bernstein: Put a question mark there because I see it, too.

Utley: Why can't you say...why can't you relate it to your resolution: "Provides additional image resolution data" because you're improving, increasing the resolution of the image.

Bernstein: As you zoom.

Utley: As you are zooming.

Bernstein: That's actually a great way to start the whole damn thing!

Boehm: Now he tells me!

Bernstein: No, but what we've been looking to describe, he just...

Boehm: I agree. Steve and I have this battle too because you guys weren't...

Bernstein: Struggling.

Boehm: Consistent in the terminology either. No, I agree. If you're talking length times...numbers of pixels, that is resolution.

Utley: So you're providing additional resolution data.

Boehm: That doesn't sound right to me, Brian.

Utley: Well, what you're doing is is you're taking a portion of the image and you're expanding it, really, with additional pixels. So that's additional resolution data.

Boehm: Oh, I see.

Bernstein: Right.

Boehm: What you're saying is it's an adjective...it's digital data that has an image encoded with enhanced resolution. What are you providing? You're not providing resolution, you're providing data.

Bernstein: Data evaluation, necessary for the resolution.

Utley: But it's pixel-based data.

Boehm: And since it's pixel-based data, it will...

Bernstein: Or additional data for higher resolutions.

Boehm: Yeah, you're getting warm.

Utley: See, what's happening is that, to put it in discrete terms, you're going from a case where you have many source pixels per viewing window pixel, and you're reducing that ratio as you zoom in.

Boehm: Right, until you hit the pixelation limit.

Utley: Until you hit 1:1.

Boehm: Yeah. Okay, let me see if I can patch that up.

Utley: That's why you are providing additional...

Boehm: We've got a lot of clean talking about to do, so let's move on. Line 15 now, page 20.

Utley: "...greater than two times."

Boehm: "...It is important that the digital camera is configured to acquire a digital image. In this step, the camera is..." I would say, "...preferably set to the highest resolution."

Utley: I think in principal, that's what we would intuitively do; but essentially, should be generalize on that?

Bernstein: Yeah, there'll be variations on that.

Utley: Because as technology evolves...

Boehm: Right. You set the camera to acquire at least enough pixels to magnify...

Bernstein: For the magnification process.

Boehm: But if it's high resolution.

Bernstein: Right, then you get more, even if there's higher resolution available.

Utley: You see, we don't have cameras that give us very much flexibility here today, but tomorrow we'll have more flexibility.

Boehm: "...In this step..." it's possible the camera is set to acquire? "...at least enough pixels..."

Utley: Well, you notice that the camera []. The camera has a storage device. It always takes the same number of pixels; it's what it stores that counts.

Boehm: Does a user have any clue of what that is? in other words, how would I know that my camera would do a magnification of 20 on this file?

Bernstein: You don't.

Utley: What it tells you is you create a high-resolution picture or a low-resolution picture, and if you set it to high, you'll only get a few pictures for whatever your storage medium is.

Bernstein: But I'll be you later, the camera will come out with a dial-in-your-zoom feature. Boom! It'll size it and appropriately....

Utley: In fact, they're already saying if you set it at this setting, it's equal to an 8x10; and if you set it to this setting, it's a 5x7.

Bernstein: Which is doing what we're doing.

Utley: That's already happening.

Bernstein: Right, well catch them, because I doubt it was happening in the past.

Utley: It wasn't.

Bernstein: Right. So it's new camera technology that might be infringing already. Which, you know, I see it going in the scanner...all these things.

Utley: You know, sooner or later, Brian, if what you said yesterday was correct, that this is all new, the ability to do it, we'll probably get every single facet of imaging that you know have a zoom factor. Why wouldn't you apply it to every facet?

Utley: Um,hm.

Bernstein: Okay.

Boehm: We could get tripped up, though, since I'm not an expert in the camera art. It might have been done on purpose; and if our claim reads on it, ...

Bernstein: Okay, but what if it was done for a different purpose, and we have a different purpose?

Boehm: If our claim reads on what was done, and it was...

Bernstein: So it wasn't done because I mean...

Boehm: Our camera will already have the capability of providing this file, and our claim says "providing this file," we're in trouble.

Bernstein: So optionally do it. Make it dependent.

Boehm: My secretary is saying we've got to get the checks today.

Bernstein: Okay, but definitely cover that because that's what's going to happen.

Boehm: In the future to set the camera.

Bernstein: No, it's happening. According to Brian, it's happening right now as we speak, so definitely get it in here.

Boehm: "...set the camera, if possible, to the desired magnification or scanned density."

Bernstein: Correct. "...to create that maximum zoom factor." Okay, claim 1, we dealt with.
Now "providing" on line 2, we're going to make this a dependent claim now?

Boehm: I'm sorry, I lost you again.

Bernstein: I'm on page 24, claim 1, third paragraph of it, "...providing..."

Boehm: Did he skip some more math, Brian?

Utley: Beg your pardon?

Boehm: Did he skip some more math?

Utley: We just skipped over it. We've already done it.

Bernstein: I've never had to grade Jim and his math. Nor Brian's. I've got to tell you, I'm
very impressed with Brian's whole grasp of the situation of the math here.

Boehm: Oh, the analysis is great.

Bernstein: It's incredible. It helps me understand it.

Boehm: Are we on 22, Eliot.

Bernstein: We're on 24.

Boehm: On 22, do we not worry about...oh, these aren't your scribbles, okay. I'll play
with that. 23?

Bernstein: 24.

Boehm: 24. Got it.

Bernstein: Get rid of the "...size at least twice..."

Boehm: Yep, we'll do the "...greater than..."

Bernstein: "Providing" on line 8 becomes a dependent claim.

Boehm: Right.

Bernstein: Why do we have 10 times 100 times?

Boehm: Because if, again, the Prior Art happens to do it at two times but they do it...

Bernstein: Well then you should do 10, 11, 12...

Boehm: Our claim 1 is gone.

Bernstein: But then you should do 10, 11, 12, 13, 14, up to an infinite number.

Boehm: No, and here's the theory, and this is how dependent claims work, and here's the
analysis that we go through. If claim 1 now says "greater than one," if
anybody is doing it at greater than one, then claim 1 will fall. It's
dead.

Bernstein: Okay.

Boehm: If anybody's done it before, your priority date's before you. Now we move to claim
2. Has anybody done it at least ten times or at least twice will be my
next claim.

Bernstein: Right. Ah, that's where you get your "at least twice" in here.

Boehm: Exactly. If the guy didn't do it at least twice, was there a good reason? Did he
really not have the same invention? Well, hell, yes, he didn't have the
same invention.

Bernstein: That's right.

Boehm: But it just so happened that he did more than one. My claim 1 is dead, and I can now jump to claim 2, which there are at least.

Bernstein: Got ya.

Boehm: That's how dependent claims work. That's why I have dependent claims there because you can't modify claims once they're issued.

Bernstein: Right.

Boehm: The reason why Steve had all those goofy 100s, and 200s and 300s in the spec...

Bernstein: Right?

Boehm: Is because during prosecution, we have them in the claims. And if the Prior Art comes out of the woodwork during prosecution, you might have to go say, oh, well, we didn't mean that, we meant above 100 or above 200.

Bernstein: Gotcha.

Boehm: It's pretty important.

Bernstein: Claim 6, "A single data file to be two files, three files, four files..."

Boehm: Right.

Bernstein: Why?

Boehm: Well, I like that claim.

Bernstein: Well, it could be in the digital image file, I like that, but it could be two, three, or four.

Boehm: But without the claim, ...

Utley: It says you have now to literally [] everything into a single file...

Bernstein: One file.

Utley: ...and you hold that patent.

Bernstein: Oh.

Boehm: And you see, claim 6...

Bernstein: <Talking in background to Utley.> He's got it in one file.

Utley: Right.

Bernstein: [] an image file with an applet built into each.

Utley: I'm on that path.

Bernstein: Beautiful.

Utley: If I had some time to work on it.

Bernstein: I got it. <Laughter.> Is the method of claim 6—we're in the user interface—a Java applet? Why limit it to Java? There are other forms that do this.

Utley: It's already in there.

Bernstein: Where?

Utley: It says in the first claim.

Bernstein: Okay, "...providing a..." which is now going to be a dependent claim.

Utley: It's "...providing the user interface continues to display..."

Bernstein: Okay, which is dependent on it.

Utley: It then further says, okay, and it may be a Java applet.

Bernstein: Right. Okay.

Boehm: Which sort of narrows it up.

Bernstein: Right. Okay. There are other things we could name there—plug-insurance, acrobats.

Boehm: It's only limited if you enforce that claim and if the guy infringes that claim. If it's not a Java applet, this claim won't do you any good. If it is a Java applet that the infringer uses, then you get to not only throw two claims or three claims at him...

Bernstein: What if it's Active X?

Utley: Yeah, Eliot brings up a good point. There's another technology, which is called Active X...

Boehm: Wonderful.

Utley: ...which already works with Windows, but...

Boehm: But the idea about...can you genericize that to say it's a data code segment? What's an applet? It's a small applications program, right?

Bernstein: Right.

Boehm: Well, let's say that.

Bernstein: Okay.

Boehm: Or we could just say an applet.

Utley: You could say Active X...

Bernstein: Java applet, Active X applet, or other...

Utley: You want a separate claim. Each one should be a separate claim.

Bernstein: Right.

Boehm: What I have to say is "...when the user interface is one of the following, Java or Active X."

Utley: Or "other."

Boehm: No, I can't do "other."

Bernstein: Can you do "other" in a new claim?

Boehm: Nope. The word "other" is invalid in a claim.

Utley: <Inaudible comment.>

Bernstein: In frame 1 because the [] user interface.

Boehm: Yeah, other claims have...

Bernstein: Okay, that's perfectly fine. In that "...further comprising, compressing...", that's optional, right?

Utley: Yeah.

Boehm: Everything here that's dependent is optional.

Bernstein: Okay. "...to a network server..." how about "to a set-top box"?

Boehm: Is that worth a separate dependent...

Bernstein: Absolutely! It's one of the raging things coming down the pipes.

Boehm: Okay, "...set-top box." Can you give me an example of a today technology set-top box that this will work in, and then tell me on figure 1...

Utley: We just happen to know there's development activities going on in a number of different of companies, and they're heading in this direction.

Boehm: Yeah, but your claims have to be buildable by somebody with ordinary skill in the art. Set-top box...

Bernstein: That's just a display system.

Utley: Web TV in an example of a set-top box.

Boehm: Oh, okay, that's right.

Utley: A set-top box that takes streaming information and then presents it on a TV screen.

Boehm: So what's the cable box sitting on my mom's TV? It's just a cable box that goes to the VCR on your TV. That's not a set-top box?

Utley: That is a set-top box. A very simple one.

Boehm: Yeah, it doesn't have a display on it. It uses your TV.

Utley: It uses your TV, but the newer ones all have computers in them and memory and can convert different formats.

Boehm: Right, but the set-top box itself doesn't have a video display.

Utley: No, it uses the TV as the video.

Boehm: Yeah, which is Web TV.

Bernstein: So to put in a TV claim.

Boehm: I don't have time to go look at claims right now. We're going to be crunched to get this on file tonight.

Bernstein: Okay.

Boehm: Okay. So my question, again, can you give me an example...you did, Web TV. It's a set manufactured by who? Or is it in there already.

Utley: Microsoft has a Web TV. And Dell had a Web TV; they just pulled it off the market. But Web TV is a primitive form of what's coming.

Boehm: I know, but you can't patent what's coming unless you can give an example of what you can build today,.

Utley: Web TV.

Boehm: Good. And I wanted to find out where that was in. Do you remember? I'll find it later.

Bernstein: Okay. Page 26, lines...

Utley: I'm not through with this one.

Bernstein: Okay.

Utley: Back to the mid area again. "The advantage of claim 1 is it applies to enhanced digital files which are not compressed." We have to make a provision as a dependent claim for transmitting over a network because the one that provides for transmitting over a network is tied to a compressed file.

Boehm: True, but what Steve is doing here in claim 8, there's the compression hanging on claim 1. Now if you do a compression, you can throw claim 8 and claim 1

and them. And if you upload it to a network server, now you can throw claim 9 and 8...

Utley: As long as you don't...

Boehm: if it's on a network server, but it would have to be compressed then. Oh, this is the one you talked about before.

Utley: Right.

Boehm: I'm sorry. So you need number 9 dependent on 1.

Utley: Right.

Boehm: Thank you. That's what we talked about yesterday.

Bernstein: That was it? <to Utley> Okay. 26, line 6,

Boehm: Of what claim?

Bernstein: 13.

Boehm: Line 6 of claim 13...oh, the "...least twice..."

Bernstein: ...greater than."

Boehm: Okay. I don't remember...do we have a picture claim, meaning an independent claim that's fairly narrow that reads on your preferred embodiment in your product? We should because that's maybe what we have to go with because now that we've...here's my thinking...and this, Steve and I discussed this ad nauseam here. We're going to go with claim 1 in the EPO. The reason is we're filing a PCT application now and a U.S. Claims are cheap and free—not free, but they're cheap—and they take multiple claims in the PCT and in the U.S. But when we split to Europe, they don't like multiple claims. They will give you one apparatus and one method only if they are related. So we basically pick our best independent claim, but not all the time your broadest, believe it or not because they may find something that is...since you can't...how do I explain this? If you have your best claim...our claim 1 now is kind of reaching over our product that we really know we can...that we're comfortable with what we can get, and your product with what you can get right now is too narrow because somebody can modify it. What I usually do in Europe is go somewhere in the middle to get something that's broad enough to cover your product but still in a real-world application and not trying to claim the world because you don't get that much leeway to amend in Europe.

Bernstein: Is this to the "...least twice versus greater than one"?

Boehm: If there's little or no chance that an infringer is not going to do at least two, that will buy you...

Bernstein: There are chances that it might be.

Boehm: But what's the chance that Prior Art is going to come out of the woodwork...

Bernstein: None because...

Boehm: No, there's very good chance that Prior Art's going to come out of the woodwork and blow all of it...

Bernstein: Between 1 and 2?

Boehm: It's possible.

Bernstein: Well, that's what I'm saying, if that's the case and somebody else beat us to the punch, we should have a claim that takes us all the way from "greater than one." You don't want to box me into that statement; just make it as a claim.

Boehm: Okay, so you're saying that we would file the broadest idea in Europe? Well, we'll discuss that later when Europe rolls around.

Bernstein: Okay.

Boehm: That was why I did...the practice is to do different claims of varying scope and different formats.

Bernstein: Okay, on 15-claim 15-"moving"...is that panning?

Boehm: Yes.

Bernstein: Okay. [Plurality] Jim didn't like that because it means at least two.

Boehm: Jim didn't like it?

Bernstein: Yeah, that's his note. Yeah, absolutely, and that's what it means. That's the whole point of claim 16, which is dependent on 14, which is dependent on 13. Are you with me?

Bernstein: Yes.

Boehm: You're down in the mud now, and plurality may be thing that saves your butt.

Bernstein: Okay.

Boehm: Because your product does these, right?

Utley: Yes.

Boehm: Your preferred embodiment product does these.

Bernstein: Okay. Then my only last question was, can you throw something in to cover the game world? That specifically relates to gaming and flight simulation?

Boehm: How would we do this? In figure 1.

Bernstein: You'd be able to now use games differently, and you differently can use flight simulators differently.

Boehm: Okay, look at figure 1, Eliot.

Bernstein: Yep.

Boehm: What changes? Just the definition of what 28 is, right?

Bernstein: Figure 21, the display monitor, the display system is what you're saying?

Boehm: No, no, no. Figure 1. What changes when you go to games and flight simulators?

Bernstein: Because in those, the displays become now dependent of parameters of the game or the flight simulator that drive the display window.

Boehm: That's fine, but there's nothing structurally here that changes other than the user computer. It has now the flight program or the game program on it, right?

Utley: What happens is the user interface actually becomes an application-driven interface.

Bernstein: Right.

Utley: That's probably the key difference. And the question was, can we convert that user-driven interface to an application-driven interface?

Boehm: Meaning like a flight simulator program?

Bernstein: Absolutely.

Utley: So that what is displayed is under control of the program and not under control of the user.

Bernstein: Right. Because, you see, you don't want the pilot maybe to be able to do a nosedive. You might want him to be flying along and have a program that says...shock him, make him dive...

Utley: Well, with all the graphics, that the program knows where he is, and therefore moves the display according to where he is and what he's doing.

Bernstein: Right.

Utley: So it's...

Boehm: But under the control of the computer application of its own as opposed to...

Utley: Right.

Boehm: I see. So basically, it's not a network anymore. It basically doesn't fall into figure 1.

Utley: Well, it...

Bernstein: Figure 1 better not tie me to a network.

Boehm: Figure 1 ties you to a network as your preferred embodiment. This'll be probably what's on your...

Utley: It doesn't matter whether it's on a network or not.

Bernstein: Okay, as long as that's true, that's fine.

Utley: What we want is to make sure that what we call the user interface in here can also be a computer-based application interface.

Boehm: Okay, in order to do that, we've got to stick a claim on it or we have to put support in the spec now to do that. So what would we do? All I see that we'd do is...

Bernstein: You could broaden user interface.

Boehm: Yeah, we'll broaden the definition of user interface in the claim.

Bernstein: And then I'd throw in a quick claim that says those two things as examples of it.

Boehm: Good idea.

Bernstein: And we'll let you get to re-writing.

Boehm: Hang on a second...don't go away. "...broaden the user interface to have a control of either the server competitor or the user computer." Right?

Utley: Right.

Utley: And when we do that, that really then lays right on top of that disclosure that I made that we had talked about because what one of the items that I wanted to accomplish was to be able to control the display from the computer itself, or from an application, rather than from the user. Remember that?

Boehm: Yeah, sure. And in this example, the flight simulator application program would control the zoom and pan of the display?

Bernstein: Yes.

Boehm: That means you still provided a digital...claim 1 would still say that somebody at sometime provided digital image files for viewing on a computer...

Utley: Yes, right.

Boehm: So claim 1 would catch that.

Utley: Claim 1, as long as the user interface can be expanded to include a...

Boehm: Either a downloaded applet.

Utley: A program interface.

Boehm: Any program.

Bernstein: Right.

Utley: Right. And we won't have to say where the program resides.

Boehm: Yeah.

Bernstein: Yeah, because definitely in this world, gaming wouldn't know where to put it because now multiple users can access one central game.

Boehm: Great thought, guys.

Armstrong: Always save some of it for your last-minute work.

Boehm: Yeah, yeah. Well, I've got an hour. That's all. Brian, let's talk about the definition of force target and all that other garbage because I got confused in there, Jim got confused. It's in the specs...Steve did that. Do you know what page it's on because it's all over my desk.

Utley: Yeah, it starts at...

Bernstein: Okay, Doug, I'm done, right?

Utley: Yep.

Bernstein: Can you send me a copy of that? When do you think you'll be sending out a final copy?

Boehm: What is your...it's going to take me hours now.

Bernstein: I know.

Boehm: Worse case, I would say I could send you a draft at 8:00...something like that.

Bernstein: Okay, perfect.

Boehm: Now, are you going to be there today? Mail it or what? I could email it to you if you want. That would be easiest.

Armstrong: Then we're going to need some prints, right? Some signed copies?

Boehm: No, all you have to do...

Bernstein: Is verbally.

Boehm: All you have to do is [] that this is your invention; and when you go to read it the second time and sign the declaration, that you won't make any changes to the spec, and that was your invention the date that we filed it.

Utley: You can send one to me at my home.

Bernstein: And send one to Jim.

Boehm: But do you guys want another pass tonight.

Bernstein: Another what?

Boehm: Another pass at it. Do you want to re-read it?

Bernstein: I do. I absolutely will re-read the changes. I'll have Jim re-read them, and by 9:30 hopefully we'll be done reading it and be done.

Boehm: Okay, I'll see what I can do to push this through then.

Bernstein: Cool. Hopefully it'll just be a re-read and we'll say it's right.

Boehm: Yeah.

Bernstein: Because if something jumps at us...

Boehm: How do I get it to you? Do you want me to fax it? I want to email it. That's quicker for me.

Bernstein: Great, email it.

Boehm: To whom? Where? When?

Bernstein: Eliot@iviewit.com, brian@iviewit.com, and jim@iviewit.com.

Utley: No, send it to me at...<end of tape>

Transcription of Patent Meeting
Conducted August 4, 2000
Participants:
Eliot Bernstein, Jim Armstrong,
Brian Utley, Steven Becker, Simon Bernstein
Docket 57103-120

Note: Square brackets [] are used to indicate inaudible or indecipherable text. Text found inside brackets indicates transcriptionist's best guess. Since speaker names are not specifically identified, transcriptionist has made an attempt to identify based upon comments made in conversation but cannot guarantee that each speaker has been accurately identified.

Armstrong: Are we aware of all the important dates I know you probably are, but are we ~~+~~ Brian made aware of all of our deadlines and contingencies relative to those deadlines ~~+~~ that we that we're not left with...I was a little surprised that a final pack that's been in the works for a year, and I know you weren't involved for a year, but in the works for a year required that Eliot and I spent the entire night and morning reviewing it in order to get it done.

Bernstein: What bothered me about that as well is that we'd go through the math, and then suddenly you have a document Brian sent you several days earlier regarding the math that has a bunch of changes in it, and none of that's in there. I mean, I don't understand that.

~~Becker~~Armstrong: ...was changed from that document anyway.

Boehm: Yeah, it was changed from that document anyway. I was working with Brian, who I thought was the master of that math, but...

Bernstein: But he had sent you an updated ~~map~~ math three days earlier that didn't appear in the final document that we were trying to...

Boehm: Okay, I don't know. Steve was handling that. I don't know whether...you know, Steve says he did put it in there, but then I don't...

Bernstein: But then we go through the document that we're filing, and it's not there.

Boehm: Okay, but we were on the third draft when I took it over. You guys had opportunities like crazy to...

Bernstein: But that's the thing. Brian had sent it to you earlier, and it still wasn't appearing in final drafts.

Boehm: If that's true, then something crossed in the email because Steve said he put it in there, and maybe there's a piece of the math missing between the crossing the emails. You're right in terms of...

Bernstein: Is Steve there?

Boehm: I don't know. He probably is.

Bernstein: And then my other question is quite a simple question my dad asked about electrical engineers being mathematicians and said, "Didn't they sit and pencil out the math of all this themselves?"

Boehm: Uh, huh. Here's what happened on that. Steve was filling the application. We worked with Brian and you, Eliot, on the application. In some of the letters and emails he said that he doesn't understand the math.

Bernstein: I'm not getting any of those.

Boehm: Huh?

Bernstein: I'm not getting any of those emails.

Boehm: Well, then, talk to Brian because we were corresponding with Brian on that, and I don't know why you weren't getting it if that was the case, and I don't know which letter went to who, blah, blah, blah, but I do know that we mentioned that we didn't understand the math, and we were up to the third draft, if I recall; and you're right, Jim, that it shouldn't have taken...it shouldn't have been last minute and you should have had time to do it. I totally agree, but I can't take total blame for that...

Bernstein: But wait a minute. Steve has fundamental errors on understanding the math, and yet we're going to file it with him having math problems?

Boehm: It's your duty to either help us to understand...

Bernstein: But then I've got a point. We did help you. We sat on the phone for an entire day, walked through this...

Boehm: The day of the filing you mean?

Bernstein: And if this math is still wrong, I mean, there's something really fundamentally wrong here.

Armstrong: Let me check it again.

Bernstein: Yeah, let us call you back in a while. Is Steve in today, too?

Armstrong: I didn't get involved until Wednesday.

Boehm: Right.

Armstrong: I'll tell you one thing, Doug, that you should do as just a matter of course going forward. Eliot being the owner of the company and the person that Brian reports to is any future email correspondence should always be copied to him. That's kind of just a standard practice we all do in the company.

Boehm: To copy?

Armstrong: Yeah.

Boehm: Okay. I didn't know that.

Bernstein: You ask me to review and sign these patents, and you're not sending me information. What do you mean.

Armstrong: I think had we known that there was a question of validating Brian's math, Eliot would have brought me in a lot earlier.

Bernstein: I would have brought a mathematician in. I mean, this is ridiculous.

Armstrong: Yeah, I'm just a friend that's good at math, not a mathematician.

Boehm: Right, well.

Armstrong: Go to your meeting. We're going to check theis patent ~~stats~~-out, and we'll talk to you letter.

Boehm: Well, you've got to talk to Brian, too.

Armstrong: Yeah.

Bernstein: I think because I now seriously have to report a lot of things to a board of people that we're going to have to have a meeting at some point either today or Monday with a few of the key people in the company who are investors, etc., so that they understand what they are investing or not investing in.

~~Becker~~Armstrong: Don't jump to conclusions.

Bernstein: No, I'm not, but if this is correct, we've got some fundamental things that need to be discussed.

Boehm: If what's correct?

Armstrong: If he's correct about the math being wrong, but let's check it...

Boehm: No, I'll bet we could get a good patent if the math is totally wrong. I think we're barking up a tree here that's not a big wall.

Bernstein: But wait a minute. The question is if it still remains wrong and we gave you the right changes, it should have been filed right. All the sudden I'm left with a patent that...

Boehm: Okay, talk to Brian.

Bernstein: I will.

Boehm: Brian gave me the right changes. I filed what Brian gave me.

Bernstein: Okay.

Armstrong: Okay.

Boehm: And I don't mean to...you know...yell out of that, but that's what happened.

Bernstein: That's no problem. I totally hear that.

Armstrong: Thanks, Doug.

Boehm: Okay. Talk to you Monday.

<Hang up phones.>

Bernstein: 8/4/2000. 8:30 Doug Boehm conference call. Jim Armstrong, Eliot Bernstein. Steve, Jim, everybody, I'm taping the conversation, 8/4/ patent discussion regarding Docket 57103-120 with Brian Utley, Steve Becker, Jim Armstrong, Si Bernstein, and Eliot. Okay, guys.

Becker: [], too, if that's all right with everybody.

Bernstein: Yeah, did you get the fax from Jim?

Becker: I haven't received it yet.

Armstrong: It was sent actually to Doug on the "cc" line, but to a machine at 297-4900.

Becker: That's right. It'll go to our central fax department, and I just phoned up there and asked them to deliver that to me when it comes in.

Bernstein: Okay, but you've got the patent in front of you?

Becker: I don't. I don't, but I can get it.

Bernstein: Okay, well, let's do that.

Becker: Okay. I'll need a minute. I've got to go over the Doug's office.

Bernstein: Okay.

Armstrong: The fax is on its way to you now.

~~Becker~~Simon: It's on the way to me?

Armstrong: Yeah.

~~Becker~~Simon: Okay, then I'm going to put you guys on hold...

Armstrong: It's not done yet.

Becker: Well, I've got to go upstairs and get it, so hold on.

Armstrong: Never a dull moment.

~~Utley~~Bernstein: They didn't put...they didn't put in what we corrected them on...

Bernstein: ~~<Inaudible comment.>~~

Utley: And I did it again on Wednesday night.

Bernstein: And he said to me all these changes were in when I went through them at 11:15 at night with them. That all the math has been changed. I was looking at him and said these haven't been changed. He said, "No, I'm working on a copy that's been changed. I'm going to send it to Brian, and sign off..." So, well, now, again, we're back at this same thing. How do we change things? What effects does it have on us?

Utley: This has no effect. Mathematically, that's...

S. Bernstein: Were those faxed?

Bernstein: ~~Yeah~~Yes.

~~S. Bernstein~~Armstrong: Okay. Nine pages.

Utley: But obviously this has an effect.

Bernstein: A huge effect because you have completely altered numbers.

Utley: Well, you could explain it; but the only way you could derive this is by having that be the square root.

Bernstein: But this is wrong that he missed this, and isn't that on your current math? Do you have your sheet that you did...current math...that he said he didn't have, had, whatever? Brian, do you have the patent book?

Utley: Yes.

Bernstein: Okay. I need to borrow that.

Armstrong: I would think that in a patent document being as important to us as it is, there's not an acceptable level of error. It's either got to be all right, or it's not acceptable.

Bernstein: Oh, and that's what we heard from Doug this morning. So, I mean it's hard to fathom this.

S. Bernstein: You know what guys? I don't understand. Why doesn't somebody... take five minutes, and tell me what...because I sat~~y~~ it in a meeting with all the lawyers, and...

Bernstein: Here, Dad, let me give you an example. Is 2,560,000 times .8 the same as 2,560,000 times 1.25? Yes or no?

S. Bernstein: I doubt it!

Bernstein: Okay, well, that's the fuckin issue. That's how far off these are.

S. Bernstein: Okay.

Becker: This is Steve. I'm back, and I can't seem to find that file. Doug is out today. You guys may know. So, I don't know how much help I'm going to be.

Bernstein: Okay, well, do you have the fax? Hey, ~~DB~~-Man, you've got the file right there. Just email it to him.

Becker: Here it is. I've got the fax now.

Bernstein: ~~Okay~~—Steve, Doug also mentioned that you had emailed some correspondence to us that you didn't think the math was right earlier? I have no records of any of that.

Becker: No, what I did was I faxed the draft over on Monday night, which incorporated some additional disclosure that Brian had sent. Basically, it was examples. It had the equations set out for both print film and digital examples, and then he had three examples for print film and one example for digital, and I essentially...I exactly basically cut and pasted that into the application.

Bernstein: Well, the application we got from Doug didn't have any of that - cut and paste because what it had was the old stuff and Brain referred to having sent this to you several days earlier and yet it wasn't in there.

MISSING SECTION GO BACK

Becker: I don't really know because at that point Doug was down there with you guys, and I presumed you were reviewing it on like Tuesday and Wednesday. And the Doug said he would take care of just...because we figured there would just be some minor changes after we'd incorporate all of that.

Bernstein: Well, it wasn't incorporated, so there were huge changes.

Becker: Oh.

Bernstein: And it would have been filed completely wrong had it not been for Jim Armstrong reviewing it. Everybody would have nodded off on this and accepted wrong, completely wrong, filings.

Becker: Maybe he should be part of this conversation.

Bernstein: He's on this conversation.

Becker: Oh, good. Hi, Brian.

Utley: Hi, Steve.

Bernstein: Brian's here and Jim Armstrong's here.

Becker: Okay. Well, the only link we're missing here is Doug because Doug took the last few steps of incorporating comments and actually filing the application on Wednesday.

Bernstein: Hey, BB...BB-man, forward him a copy of the final draft, would you?

Armstrong: And that, Steve, I think the most important question to have answered is what are our rights and obligations and opportunities relative to correcting this without any ill effects to us?

Becker: Yeah. There's plenty of opportunity essentially. We can file...if there are substantial errors in the application as it was filed, we can simply file a new application as soon as we get those fixed either on Monday or Tuesday or what have you. The goal of filing on Wednesday was to maintain priority back to the provisional application, which was filed a year ago.

Bernstein: So, did we lose that if they're wrong?

Becker: No, because we can only claim priority back to the extent that the subject matter was originally disclosed in the provisional filing of August 2nd of last year, and none of these equations were filed back then.

Bernstein: But the original process was.

Becker: Right. And the original process is the [] preserved in the application. We're just talking about the details of the math examples that are in here. So we haven't lost anything.

Bernstein: Will we lose claiming back to the priority of the original provisional? So we did lose something, or am I incorrect in what I'm hearing.

Becker: Yeah, No, we didn't lose...the original provisional can only provide priority for what was originally disclosed, and the math was not originally disclosed, right?

Bernstein: Well, no, but the math is a subject of the invention, not vice-versa.

Becker: The reason I'm putting the math in there is essentially to provide concrete examples...

Bernstein: Of the invention.

Becker: Right.

Bernstein: But the invention was in there as of the priority date, and we had already talked with Chris Wheeler and everything regarding this. Were you on that conversation?

Becker: I don't remember.

Bernstein: Well, Brian, you were on that conversation. It's the conversation where we were going back to try to get the soonest date on the filing and correcting the provisional to encompass all of these things.

Utley: Well, you can't correct the provisional, but you can...what it does is it claims back for everything that references back to the original, but then incorporates all the new elements to bring it into...to make it into more of a complete statement.

Bernstein: I'm not sure I understand this. It was my understanding that we were going back to Ray [Joao's] patent and fixing it by inserting what we have here. When I talked to Doug, that was what he was under the impression we were going to do, and now that's all changed as of today.

Becker: You really can't fix a provisional application.

Bernstein: Not the provisional-the ~~regular-Ray Joao~~ filing of August whatever-whatever day it was.

Utley: No, in March. March 24th.

Becker: Oh, okay. Yeah.

Bernstein: And that way, if that patent gets approved with all this in it, that's what we were doing, and we wanted that one to be approved first correctly because it obviously expedites our life by a long way.

Becker: This is the PCT application file of March 23rd. Is that what we're talking about?

Utley: Yeah, but the way that I recall the conversation, the spec cannot be changed...

Becker: Right.

Utley: ...but the claims can be.

Becker: Right, and they can be changed as long as they're supported by teachings that are in that specification.

Utley: Right.

Becker: Which is why you really...

Bernstein: And the specification can't change?

Becker: Right.

Bernstein: Why?

Becker: Because it would be kind of like...

Bernstein: I thought that was based on new matter.

Becker: That's exactly why it can't be changed.

Bernstein: So it can be changed if it's still the same matter?

Becker: The claims can be amended as long as they are still fully supported by the matter that's in the specification that's originally filed. Now, if you want to change your claims and they're not supported by the specification as originally filed, then you have to file a whole new application adding new matter to your specification that will support those claims.

Armstrong: Does the fact that a direct interpretation of what in general amounts to typos and oversights, but a direct interpretation of that affect our ability to change that supporting matter of that matter? Because if we directly interpret the math in the certain circumstances here, it will bring you to a wrong conclusion if it's a direct interpretation without having to reverse ~~such an error but~~ engineer what was meant to occur.

Becker: Well, I see. Then we need to get the math right, but it doesn't affect our priority. Only by a few days essentially.

Bernstein: Well, do we lose the ability to claim priority to what we were trying to claim here...

Becker: No.

Bernstein: ...by that date? So you can go back in and change the matter of this?

Becker: You don't go back and change the matter, you just file a new application which claims priority back to a prior application only for the subject matter that was...

Bernstein: But we missed that application.

Becker: No, we've got it in the form of this continuation, or this PCT, that we filed claiming priority back to that patent application. So we've preserved that chain of priority.

Armstrong: Are you then completely confident that errors that we need to correct right now then are not going to hurt us in any way, shape, or form as being able to claim as part of our invention all of the correct things that we want in there?

S. Bernstein: That's what I heard at that meeting, that we could go back and re-do that at a later date without having any implication.

Bernstein: As long as it wasn't new subject matter.

S. Bernstein: Exactly right. These are just corrections to the...

Bernstein: They're corrections, they're math, whatever.

S. Bernstein: Okay, but we're not saying this is a new way to get to that.

Bernstein: No.

S. Bernstein: Okay, that's what I heard. That's the notes I took. Eliot, you should have that on the tape recorder so that we know that.

Armstrong: Well, we do, and that would also support, I think, another issue, which is that we now have to go through the refileing of something else which was originally corrected several days ago and was somehow ignored so that this whole refileing shouldn't even cost us anything.

Bernstein: Well, and beyond that, Doug <sic>, what I'd like to really get down to is a letter from you, in writing, explaining all of my, you know, both from the Ray [Joa] patent forward, and I think you need to talk to Doug about it, of what our potential pitfalls are here with these filing errors, what our potential pitfalls are, what it caused to happen with that priority, priority equals, and if there's any harm to us. Because we keep just slipping back by these things. This should have been right. I mean, we have well documented, and Brian's well documented, that these changes were sent, and now we've missed a priority claim to that by not being able to go back and change our last filing. I need to know the liability here.

Becker: You know, I was not there on Wednesday night. Brian talked to Doug on this and then made final changes, and then...

Utley: Yeah, Doug sent me a next-to-last copy, which I went through and there were a number of errors—I have my notes on each one of those at home—and then I reviewed each one of those with Doug, agreed on what they were, and then Doug was going to send me the last copy, which apparently he didn't because I never received it. At that point in time, it was, I guess, about 11:30 or 11:45 our time.

Bernstein: And these were also discussed in great length with him for a whole day on the phone.

S. Bernstein: Yes, well, how about in the...

Bernstein: No, no, Dad, this is separate. But at great length this was discussed, every one of these changes.

Becker: The changes you sent me here, is this Brian's handwriting?

Utley: No, some of it isn't. Isn't correct.

Bernstein: Well, let's go through it because I'd like to...

Armstrong: Yeah, let's go through it.

Becker: I don't know if that's going to help that much because it's a question of what actually was filed and whether it incorporated the changes that Brian asked for the last minute.

Bernstein: It didn't.

Armstrong: We know that. This is what was filed.

Becker: Brian, didn't you just say that Doug didn't send you the final draft of what was filed?

Bernstein: He did it the next day.

Becker: Oh, he did the next day?

~~Armstrong~~Bernstein: Yeah, Jim, can you forward that to Steve real quick?

Armstrong: What?

Bernstein: Email it to him...the final draft?

Armstrong: Yeah.

Becker: Well, I'm not going to question...

Bernstein: Okay, but we need to go through and get the changes acknowledged, accepted, have you put it into the next whatever you're going to do to solve this, with a letter explaining what we've lost here.

Becker: All right.

Bernstein: Okay. Any liability, potential liability where we're exposed to from this.

Becker: Oh, I wouldn't worry about it. You guys are making a mountain...

Bernstein: Well, you know, I gotta tell you, I worry a lot about it from what Doug told us. So, you know what I mean? You tell me not to worry, but then you tell me it's very important that we're accurate in this filing; and then we're very inaccurate in the filing, and then we're not supposed to worry. I'll feel much better not worrying with a letter from you explaining why I shouldn't worry.

Armstrong: Steve, what's at your email?

Becker: Sbecker@foleylaw.com.

Armstrong: Sbecker?

Becker: Yeah, "S" as in Steven, "becker."

Armstrong: Got it.

Bernstein: Okay. Let's just go through this with you, Steve, so we can get the next step done.

Becker: All right.

Bernstein: Which is correcting the issues. Are you with us on page 13?

Becker: Right.

Bernstein: Okay. Jim?

Armstrong: On page 13, line 19, the expression of VWH should follow the way we express it in our definitions, which is VIH. Even though the two are equal, let's just follow the way that we have it expressed in our definitions on page 12.

Becker: Oh, I see. Okay.

Armstrong: Then on line 23, each of those expressions is not congruent with the way we've defined them. Despite the fact that we arrive at the same results, it doesn't apply the formula in exactly the same way. So for a reader, it ought to be the same. So for line 23, it should be the "square root of 2,560,000 times 1.25."

Becker: All right.

Armstrong: Okay. Not "2560 divided by .8."

Becker: Okay.

Armstrong: On line 24, it ought to be "1789 divided by 1.25."

Becker: I see. Okay.

Armstrong: Then on line 25, it ought to be "1441 divided by 4." Again, the results are the same; the expressions are not.

Utley: Now, on that last one, Jim, it's correct. |

Armstrong: It's what?

Utley: The scan density is 1789 divided by 5.

Armstrong: Okay, hold on. Scan density is defined by us as being...where the heck is it...oh, it's right up above..."target image height..." right up above on line 7..."minimum scan density is target image height," which in this case we just defined to be 1431...

Utley: Where are you reading from?

Armstrong: Line 7 of the same page. Line 7, page 13. So target image height is 1431 divided by the source image height, which is 4, so it should be 1431 divided by 4.

Utley: Well, the...yeah I guess that that equation, "MSD equals TIH/SIH," did not come from my documentation. |

~~Becker~~Armstrong: Hold on, let me look at this documentation. I've got it right here, |
too.

Bernstein: Well, Steve, you have copies of this, too, that were sent to you...

Becker: Right.

Bernstein: ...of what Brian's looking at, several days ago. So how isn't this stuff flowing forward into the patents, especially when we pointed it out two times before filing? I mean, I'm just dumbfounded at this.

Utley: There was a change, Steve, which you were not involved...

Becker: The proper equations, ~~that-I~~ wasn't there the last night when the last changes were put in, so I can't really speak to it.

Bernstein: No, but he sent you his changes several days ago.

Utley: Steve, there was a change that we decided on uh on uh Wednesday afternoon, which was to reflect aspect ratio as width divided by height, which uh I uh made, and that was created by the desire to reflect aspect ratio the way that displays are uh uh uh expressed as opposed to the way photographic images are expressed. Photographic images are expressed the opposite way, and that's the way the documentation uh uh had been originally prepared. But it was thought that it was uh perhaps more consistent with current technology to express it the way that displays are expressed. So I went through and changed...

Becker: You mean from that change in ~~(invention? convention?)?convention?~~

Utley: Yes. So that caused the equations to be reconstructed to reflect the uh uh inverse of what was there before because the affect ratio now is inverted.

Becker: I see.

Utley: And what happened was Doug apparently did not pick up all of those changes, even though I went through them very methodically the last thing uh Wednesday night when he sent me ~~his-his uh his uh~~ almost-final draft.

Becker: I see.

Utley: Uh And uh, Jim, just for your uh edification, that also affected the MSD shifting from a height to a width orientation. The number is the same, but it changed it from a height to a width.

Armstrong: So what's the correct formula for MSD?

Utley: It's TIW/SIW.

Armstrong: Okay.

Bernstein: So, you made this change with Doug, and it's still wrong in the patent?

Utley: Right

S. Bernstein: I'm a little concerned about the proficiency of the legal aspect of this. We sat there for hours, and then Brian stayed late into the night with this guy, and then he comes back and we don't file it right anyway? It seems like there's something wrong here. I mean, ...

Bernstein: I mean this is, yeah...

S. Bernstein: I mean, I'm just budding in because I have little or no knowledge as to what the numbers mean, I'm just listening to a conversation in which I'm hearing is that after four or five hours in a room locked together with lawyers and everybody else, we reach an agreement that those changes will be made. Now, my understanding is Brian stayed and made those changes, and then the lawyer didn't file the changes? What's the sense of that?

Bernstein: These are good points. Let's move forward, Jim.

S. Bernstein: These are points that have to go back to stockholders with money invested.

Bernstein: That's why I've asked Steve to send us a letter of what's happening, what our exposure is, by Monday or Tuesday, explaining how this didn't occur, get in, and what we're going to do to resolve it, and what that resolve initiates in the chain of events.

S. Bernstein: Well, the other side of it is this. If after all of this precaution has been taken—and Brian, you can correct me if you think different—but after all of this precaution has been taken, it appears that the fallacy of worrying about it ever gets accomplished. Brian stays, everybody works on it, it's still filed wrong. Now what if Jim Armstrong hadn't caught it. Brian was on a plane today...

Bernstein: Then none of Brian's changes even sent several days ago even would have even been in there. Math would have been wrong, equations would have been wrong, verbiage would have been wrong.

S. Bernstein: Am I right, Brian, in having this concern?

Utley: Uh Well, yeah, obviously it's uh clearly uh uh a major concern because there's nothing more disciplined than the uh uh mathematical expressions.

S. Bernstein: And you're comfortable that what you did, even if some of them were wrong, that we could have later corrected...

Bernstein: No, Dad, we sat here with Brian and Jim and Doug, and we went through it, and we all agreed it was right, and those changes do not appear.

Utley: No, we...uh uh

S. Bernstein: That makes me very nervous. Well, it makes me nervous to the extent that are all of the other patents done right?

Bernstein: Well, that's what I'm...I'm going to start having somebody review all of this. I mean, obviously there's...it opens up a whole can of worms.

S. Bernstein: Well, the other thing that I heard was—and not negatively or anything else—but I heard that perhaps Ray [Joa~~h~~o] did this work and he was either concerned about it being a bit sloppy, blah, blah, blah, blah. What is the excuse for this law firm?

Bernstein: Well, let them write us what's happened here. I mean, I definitely need to see on paper, Steve, some kind of report on this. That it describes what occurred, why it's not reflected in the patent filings, and what our exposures are, and that'll tell us what we're dealing with in firm, etc., liabilities. I mean, we don't know that.

Armstrong: We should continue to look at the changes so that he's copy that reflects everything.

S. Bernstein: Well, even if there is no liability, what I'm still concerned about, even if it can be corrected, it's the exact same position—Brian, am I right?—that we found ourselves in with the last lawyer who did it. Okay, thank God we can make changes, but that isn't the answer. Why not just get it right, get it filed...

Bernstein: No, don't just say thank God we can make changes, Dad, because all of that brings additional liability to you. You miss dates, you miss claiming, you miss this and that—words that are very tricky and confusing, and only these guys can understand. So that's why I need it to be put in writing so I can have it analyzed...

S. Bernstein: Absolutely, I want it definitely, because I need to take it...you know, I need to have board member approval...

Bernstein: Oh, I think our board is going to be disastrous with this stuff about several things when we take this to them. And we need to know from the Ray [Joao] level to the Foley-[Lard~~er~~] level, how this is going to be cleared up and what the problems were that occurred.

S. Bernstein: Okay, let's get that part in process; and it's unfortunate that Doug's not here because maybe it's something he could explain.

Bernstein: No, I talked to him this morning; and as a matter of fact, he said Steve had the math from Brian days before and by the time he got it, he thought it was all input correctly, and that was his excuse.

S. Bernstein: Well, what was he doing here with Brian?

Bernstein: Well, then we spent a whole day with him correcting it all so that it was right; and then by filing time, none of it was right. So, let's go forward. Let's just stay on track. We'll deal with all of these issues on Monday.

Utley: Uh I just say one thing. Uh Fortunately, uh I don't know The most important part of the math is all of the definitions. The examples are examples; but the most important part of the math is the are the definitions.

~~S. Becker~~Bernstein: Okay, are those right?

Armstrong: No. Well, there's one that's not ~~—,we just found out which is []~~. Line 7 of page 13...

Bernstein: Is wrong.

Armstrong: Is wrong. It should read...

Bernstein: ..."[] equals TIW/SIW."

Utley: They are mathematically uh uh equal. Both will give the same results. So It's a uh consistency question as opposed to an accuracy question.

S. Bernstein: And for a reader, it would probably be easier to be consistent.

Utley: Absolutely.

S. Bernstein: That's what we want. As long as we're spending all of this money and everybody's devoting their time to it, we want it to right—as right as you can possibly get it at any rate.

Bernstein: Okay, Dad, let's move forward.

Armstrong: That changes one thing on line 25. The expression on line 25 is now correct as it was typed, so scratch out my handwriting. Okay? All the other corrections stand as I explained them earlier. Now, on the last line of this page, that should read: "480 X 320."

Utley: That's correct.

Armstrong: Okay. Then on line 6 of page 14, I think we should consistently state which is width and which number is height because it's such an important distinction in the calculations. We did it on the previous example, but not on this one.

Bernstein: This then is width height

Armstrong: Width is [] height is 4

Utley: And that is what we had agreed upon on Wednesday afternoon.

Bernstein: Right. That changes again in a minute

Armstrong: Okay. Line 17, again we're just missing that square root symbol in order to make that equation work. Without the square root, it's millions instead of thousands. Now, in line 19, I had originally indicated this was correct; it's now incorrect because of our change in the formula for the density for the maximum scan density.

Bernstein: Steve, are you getting all of these?

Becker: Yep.

Armstrong: This should now read in line 19: "1789 divided by 5 equals 358."

Becker: "1789 divided by 5 equals 358?"

Armstrong: Yes.

Becker: All right.

S. Bernstein: Steve, I have a question to ask you.

Becker: Yes.

S. Bernstein: When Jim or Brian or anybody gives you these numbers, are they checked out by anybody, or do you just copy what we say and that's it?

Bernstein: No, they definitely don't copy what we say. That's an initial problem here, Dad.

S. Bernstein: Okay, I don't mean to be sarcastic.

Bernstein: No, but they would normally as mathematical people add up the equations.

S. Bernstein: Yeah, because your partner was telling me that most patent lawyers are engineers, which would lead me to believe that somebody would say, "well, I better check the math to make sure that guys who are not engineers know what the hell they're talking about." Is that done by your firm, or is it just accepted as gospel what we give you?

Becker: We don't have engineers or technical people check the math that you provide us.

S. Bernstein: Okay, so what we provide you, then, we live and die by?

Becker: Okay. Your job is to get that right.

Bernstein: Right, but what we did give you, you didn't provide in the patent.

S. Bernstein: Okay, we're trying to say the same thing.

Bernstein: Okay.

Armstrong: Let's just get it right.

S. Bernstein: At this point we're only interested in getting it right.

Armstrong: Line 27, that should be "360H" for the height.

Bernstein: Which page?

Armstrong: Line 14, third-to-last line of the page.

Bernstein: Okay.

Armstrong: Now we're onto page 15. Again, we just need that square root symbol as indicated there.

Becker: Okay.

Armstrong: Then there is nothing on the next few pages until we get to page 18, this is an important omission for our calculation standpoint, but we need that square root symbol.

Becker: Okay.

Armstrong: Then I'm going to skip for a second this discussion on minimum scan density here because I want to talk to...go with Brian's comments, too, but on line 10, the correct figure is "1.33 equals 1.33."

Becker: Okay.

Utley: Yeah, that wasn't picked up from the other...from above, the aspect ratio.

Armstrong: Line 15, the square root symbol again is missing from that same equation. And then finally, I don't see why, in this example, or any digital example where we have no scanning to do, why we should even include any reference to minimum scan density because the only application of scanning in a digital world is if we were to print a digital photograph and later scan it, in which case we'd follow the print formulas, not the digital formulas. So, my suggestion here is that we change the sentence, beginning on line one, to end after the word "dimensions"...actually, strike the words "and minimum scan density" and also to eliminate line 23. Do you agree, Brian, that there's no reason to have that there?

Utley: It certainly doesn't add anything. Uh It doesn't uh uh subtract anything.

Armstrong: It just added confusion to me as a reader when I thought, "How do I calculate that?" and then realized it's not...we're not scanning anyway. Why ask someone to determine something that is not included as a step of the process? So I think if everyone agrees, we should strike the words "...and minimum scan density" in line 1 and 2...

Utley: No, what I would do, I wouldn't do that. What I would do is simply say, "...image size and dimensions" and then add a new sentence which says, "Minimum scan density is not required since we are dealing with a digital image."

Armstrong: That's fine, too. Then let's strike line 23.

Utley: No, I'd leave that in.

Armstrong: It's redundant, but that's okay. Do you see any other problems with the formulas? Did you review all of this again today, Brian?

Utley: Uh I've just uh uh I have not reviewed anything today. I wasn't aware of the problems until about three minutes ago.

Armstrong: Okay. So that covers my comments on that.

Bernstein: And, Steve, do me a favor. When you guys draft this letter, draft it to Si and Brian. Okay? I'd like to be cc:'d on...and by the way, I'd like to be cc:'d on any correspondence of anybody to do with the patents.

Becker: Okay.

Bernstein: One last thing. Doug mentioned that you had a file from Brian, a spreadsheet that part of the spreadsheet matter is not incorporated in here. He didn't know why...he couldn't explain why. I was wondering what that matter is, and where is it? Are you aware of that? Because he referred to you.

Becker: ~~Did he~~To me?

Bernstein: Yes.

Utley: Uh uh That's probably the image sizing spreadsheet.

Becker: Image sizing?

Utley: Yeah, I sent you two files on Monday.

Becker: Okay. Actually, you sent three all together. Oh, you sent three emails, and then the last one had two of them.

Utley: Right, the last one had two files: both the image sizing and the process.

Becker: Oh, you'~~eeve~~ got the macro, and then you've also got the description of the math. Now, what did you want included that wasn't?

Bernstein: Well, Doug said it should have been included, but it wasn't...the rest of that sheet.

Becker: What?

Bernstein: I don't know. Whichever half's missing.

Armstrong: Hold on one second...I don't want to confuse Steve. We do not want you to cut and paste out of those documents into this patent filing. Those documents do not reflect the way we want to express the math.

Bernstein: Right, but we might want them in there, B, correctly.

Armstrong: What?

Bernstein: We might want them in their correctly...

Armstrong: ~~They're not in there correctly~~. We just went through it. It's now correct. If he employs all of the changes we just all agreed to...

Bernstein: No, but there's another sheet that's not reflected here.

Armstrong: Well, yes, I do want to talk about that. The macro, right?

Bernstein: Right. Can you forward that file to us—the Excel sheet—to Jim, me.

Armstrong: Just have Steve forwarded the whole email back to you.

Bernstein: Well, he doesn't have it in front of him, and Brian's got it right here.

Utley: No, I sent it to you. You were copied on it.

Bernstein: Okay. Let's just get the most up to date...any changes.

Becker: Yeah, Brian, remember, we made a decision not to file the claims directed to your macro—we made that decision last...a week before the...

Bernstein: Why?

Becker: Because it was going to involve some additional work, and we didn't have time at that point; and it was all new matter that wasn't going to claim priority to anything, so...

Bernstein: Well, what's new matter? If the math is part of describing the invention, then it's not new matter, according to what Doug's told me four times now.

Becker: Well, Eliot, as you recall, you always have to look at the claims of the application, and that defines the scope of your protection. The claims will also define...also have to be supported by the specifications. We were going to direct claims to the idea of using...of having a macro program, which is useful as a tool, to do these calculations in a rather simple process.

Bernstein: Okay, that's fine if you want to just claim a macro. That does it as a simplified process and add that as an additional patent for us, but the underlying math of it should all be applicable to the invention since it's just derived off the invention.

Becker: Yeah, math...

Bernstein: So it's not new matter, it's just an understanding of the matter. I mean, I swear we went through this four times the other day with that conclusion.

Becker: There are two files that Brian sent me. One of them was an Excel spreadsheet having six pages, and all of that material was included in the application in pretty much cut-and-paste format. His pages 2, 3, 4, and 6 were the examples, which I just cut and pasted as soon as I got them from Brian because they defined it all very particularly.

Bernstein: Okay, now you need to get back your record of that because 2, 3, 4, 5, and 6 that Brian is sitting here showing me, were never in these patents yesterday. So cutting and paste, you must have put them in the wrong document.

Utley: Those are the examples.

Bernstein: But those weren't...that's not what ended up in there.

Utley: They pulled these pictures out and put them as a uh uh uh figure sheet on the back, uh and then uh uh we ~~#e~~-entered...

Bernstein: Wrong math.

Utley: ...the formulas in the body of the...

Armstrong: Hey, right. B, are those images...are you looking at the figures? Are all of these figures in the patent application.

Utley: We should be on figure 7.

Bernstein: Steve, figure 7?

Becker: Okay.

Bernstein: Are you looking at it?

Becker: Not in front of me, but I recall writing it.

Bernstein: Jim, figure 7, what do you see?

Armstrong: I don't have a figure 7...because that was part of...that didn't come in the patent application, that I was mailed~~but []~~.

Bernstein: It's not part of that final patent?

Armstrong: I don't know about that, but it didn't come as part of that Word document.

Bernstein: That's what I just sent you, Fthat's supposed to be the final revision of the patent.

Becker: We have to scan the drawings into a Word document; so if you just mailed the Word document, you probably didn't get any figures yet.

Armstrong: Probably the figures were left off of that El-

Bernstein: Okay, do you have your patent application?

Armstrong: I've go the one we reviewed on Tuesday Wednesday.

Bernstein: And what's in there?

Armstrong: All the figures.

Bernstein: Right or wrong?

Armstrong: You know, I don't know. I didn't...Brian, was figure 7 changed at all with the restatement of our aspect ratio?

Utley: Yeah There were some additions that I made for clarification purposes. Uh If you look at the first page of the imaging process, where it says, uh uh the third box down, it says "viewing image," uh I inserted uh "SIR less than DWR" to tie it to the equation above it. And then in the one, the bottom, uh uh it has the expression "SIR greater than BWR," again, that is to tie it to the equation above it.

Armstrong: Yeah, because those two don't have a distinction, figure 7 as it is now.

Utley: Right. So that simply ties the image to the equation.

Armstrong: So do they have...have you sent them an updated amendment?

Utley: Yeah, that went out uh uh late Wednesday afternoon.

Armstrong: Okay, we've just got to make sure that the corrected figure 7...

Bernstein: Steve, can you fax us the filed d patent?

Becker: No, I can't find it. I guess Doug took care of this from...

Bernstein: Does his secretary have a copy?

Becker: ...Monday night on. I spoke with her, and she wasn't clear...she wasn't able to find it.

Bernstein: Do we have a filed patent?

Becker: How certain would you like me to answer that question? I mean, Doug sent me an email saying we filed the patent.

Bernstein: Well, what he sent me that he said he filed is missing the diagrams. So, I have a final patent document missing...

S. Bernstein: When is Doug available?

Bernstein: Yeah, does he got a cell phone or something?

Becker: I don't know. I don't know. Maybe I can help clarify this...I mean, Eliot, you sound like you're really upset at us.

Bernstein: You know, I'm not a person to get upset until I see that I spend a lot hours going through this, Brian spends a lot of hours, we make all of these global changes...

Becker: Eliot, I've heard that a couple times already. Let me try to explain a little bit about patent law and maybe help everyone understand what has or has not happened. Okay, there's a lot of rhetoric being thrown on there, but there's...

Bernstein: Yeah, because we're blind.

Becker: I don't think all of it has a lot of basis in patent law.

S. Bernstein: That's good to hear, so let's hear that.

Becker: Okay, and Si, I thought you in particular might be interested to hear that.

S. Bernstein: Yeah, that's, you know, I'm not sure that adds any comfort because maybe what you're saying is it's not an exact science and then you move along...

Becker: Well, I'm going to go well beyond that.

S. Bernstein: Okay.

Becker: Does anyone have a copy of claim one they can read off of?

Bernstein: Yes.

Utley: Uh uh This is only a piece of it, right?

Bernstein: Yeah.

Armstrong: ~~It's~~ Page 22.

Becker: I'm working off what you emailed me, Jim, and I see page 24, lines 1 through 7. I guess they could have repaginated, but...

Armstrong: Oh, but Eliot had mailed you...or faxed you...

Becker: I'm sorry, what you emailed me.

Armstrong: Oh, okay. So it's changed then. I don't know why, though.

Becker: On the top of the page says "What this claim is."

Armstrong: "What this claim is"...

Becker: Do you have that?

Armstrong: Yes, page 22 in my printed on.

Becker: Okay.

Bernstein: Okay, hold on one second because I want to get my notes.

~~Utley~~S. Bernstein: What page is that, Jim?

Armstrong: Page 22 You don't have it, ~~Brian~~Si.

S. Bernstein: Because I don't have 22.

Armstrong: Want me to fax it... email it to you?

S. Bernstein: No, that's okay, he's going to explain it to me. I want to see if I can't understand this.

Becker: Sure. It's very sort claims, seven lines long. It actually defines the scope of the patent protection that we are trying to obtain in this filing.

Armstrong: Who are we waiting for, Eliot?

Becker: I ~~think~~believe so.

Bernstein: Yeah I'm up front. We're waiting for Brian again.

Becker: Let me know when you're ready.

Bernstein: Okay, Steve, Brian stepped out for a minute, but I still want to address this issue. We invent something. I hire a mathematician. The mathematician solves the X, Y, and Z of the invention. Does he claim a new patent for himself?

Becker: Probably not. [Inventorship] typically follows with the conception of invention. If somebody else figures out how it was done, generally speaking that would.

Bernstein: Well, I want to be very ~~clear~~clear on this because Doug's thinking...I don't even know if then the next statement is correct or incorrect, but if a macro was created using the math that comes from the invention, where does it follow? Brian, I just asked him, if I hired a mathematician to do the math, put all of this into a thing, where does this follow. He says the invention, the inventor, etc. The guy you hired to do math wouldn't claim a new patent or a new invention, which is confusing to me because Doug now, as of this morning, told me that you're planning on filing a separate patent as inventor of a macro that just spawns off the math entitled to this invention. So I'm confused, and I want to be very specific on this of what our strategy is here on all of these peripheral pieces.

<End Side 1; begin Side 2>

Bernstein: Why don't you explain that to me again.

Becker: Can we go ahead with describing the claims?

Bernstein: Well, do you want to just finish that real quick, and then we'll go right back to the claims?

Becker: Okay, now what was the question you posed me, Eliot?

Bernstein: I hired a mathematician to solve for what I did. He comes up with an equation. Where does that equation belong? Does it belong filed as another patent? What's the inventorship, so to speak? And then, I design from that math a macro that solves that math with input formula. How should we be protecting that the whole way through, because I seem to be very confused about what I'm being told each day.

S. Bernstein: Okay, let him answer the question.

Becker: Inventorship follows whoever conceived the invention as claimed, and that's why the claim is so important because when you set forth in your claim what it exactly is that you're claiming, you have to ask who conceived of that idea—who was the first one to come up with it. So, typically if somebody really reduces your idea to equations that describe why it works or how it works, typically they would not be named as a co-inventor because they really didn't invent the idea. Now if you wanted to claim a macro which has user-input displays for receiving certain data that can be used by, say, a technician to determine the scan density of a print film image that would allow for the desired enlargement ratios and the desired target image size, that kind of is a separate idea, and that's why we thought it would be useful to claim that as a tool as well.

Bernstein: Okay, and I understand that part. I don't mind claiming that all day long.

Becker: Brian really was the one that built that and came up with it. It's based on principles that you learned, you know, a few years ago that maybe you didn't understand the math behind them, but certainly, I would think, be named an inventor on that.

Utley: I think that would probably claim both [Eliot and](#) myself as it relates to both aspects.

Becker: Right. But the important thing with the patent office is that it is...the patent office realizes that it is a bit of a grey issue in terms of who conceived what, so the important thing is not to have any deceptive intent.

[S. BernsteinArmstrong](#): I think the most important thing is the distinction between inventorship and ownership. As I understand, all of this, every one of the patents that we have filed, all rights, title, and interests are iviewit's, regardless of who the author/inventor is; and any revenue stream derived therefrom are iviewit's, and that's the important thing. Is that true, despite and in light of the [__]?

[S. Bernstein](#): Well Jim that's ~~My~~ very next question

[Armstrong](#): ↗ because we could put anybody as an inventor; but as long as that doesn't entitle them to a disproportionate share of any revenues derived therefrom, then I don't care.

Becker: Yeah, inventorship or ownership initially vests in the inventor or inventors who are named in the application; but typically, inventors are under some obligation to assign to a corporate entity, either written or by cause of their employment—and you can get into the issues of shop right...you know, if somebody invented something on the corporate time and then went and...you know, it wasn't really part of his job description, I know this issue's going to be a little more tricky. But I think in this case...what we do typically as a practice to confirm ownership is to have the inventors sign a written assignment document over to whichever corporate entity they want to...

S. Bernstein: But haven't we followed that?

Becker: We've got those documents. I don't think we have them all signed and filed yet.

[S. BernsteinArmstrong](#): Let's get them.

Utley: Well, Doug was doing that on Tuesday while he was here.

Becker: Okay. Did you do some signing of documents, Jim and Eliot?

[Bernstein](#): Yeah. Right.

Becker: Okay, so that's in process.

Bernstein: Okay, and wasn't really the intent of my question. The intent of my question is to define, for my understanding, what should claim back to Ray [Joa^o's] patent, and that means that everything other than a macro shell should define back to the original patent and be filed, corrected, amended, however we get it in to the original patent documents since none of it's

new matter, it's just an explanation mathematically on every equation of what happens.

S. Bernstein: That's what I heard at the meeting.

Bernstein: And that is exactly what I've heard, repeated; and then this morning, it was completely opposite, and yesterday is was a little opposite—a little—and, you know, I've become very confused about which strategy we're taking, which road, because we decide something, and then it's changed, and we're doing something else, and I'm completely lost.

Becker: I think I can make this very clear for you if you'll give me an opportunity.

Bernstein: I will.

Becker: Let's take a look at claim one. Claim one states that what you're claiming is a method of providing a digital image file for viewing on a user display in a viewing window that has a predetermined size, and the method includes one step. The step is, very broadly stated—so bear with me here—providing a digital image file having a image size comprising a fixed number of pixels representative of an image wherein that image size is greater than that of the viewing window size. Now the broad concept that we're trying to claim here is being the first ones to provide a digital image file that has more data than is needed for the window size. And why are we trying to claim that? Because that allows you to zoom into the image without pixelation, and it allows you to pan around the image to corners that maybe are not shown in the original viewing window. Does everybody understand that?

WileyS. Bernstein: I think so.

Armstrong: Yes.

S. Bernstein: I think we're on the same line.

Becker: Okay. So now the question becomes: Did we support that claim with relevant descriptions in the specifications. And what's our standard? Our standard is that we have to provide enough disclosure in the specifications to enable somebody to make and use that invention as claimed. This person needs to be somebody of ordinary skill in the art—in other words, somebody who can read this document and maybe has some technical background in imaging or image processing, for example, and can read what we've put in our document and can perform our methods claimed. Okay? Everyone with me so far?

Bernstein: Um, hm.

Becker: So we look back into the document that was filed on Wednesday and we say to ourselves, "Did we provide enough information in that document to allow somebody to teach somebody how to make and use a digital image file that has an image size greater than the viewing window size?" And one might argue that stating the solution in itself almost provides enough information to one of ordinary skill in the art to actually reduce this to practice and to make and use one. However, we've provided not only a description of several different ways of doing it, but also some examples, including math, that should make it abundantly clear to one of ordinary skill in the art how to do it. The test is whether it would require undue experimentation on the part of this fictitious person of ordinary skill in the art to make and use a digital image file having these characteristics. So the question you need to ask yourself with respect to this application is: "Okay, maybe there was an error or two in how it was expressed in examples or the number of pixels counted or division here or subtraction there, but was there enough in there to enable somebody, based on those teachings alone and, of course, their background, to make and use an image file having those characteristics?"

WileyS. Bernstein: Okay.

Becker: And I think, based on a reading of it and based on what Jim just walked me through in these corrections that need to be made, that there probably was enough

in there. That there probably is. I mean, we've described in several different ways how to do it with print film images or with digital images. We described in generally, and then we went and described it specifically.

S. Bernstein: Okay. Can I ask you a question?

Bernstein: Wait, Dad, because that still doesn't answer my question. That answers this issue here.

S. Bernstein: Let him finish with it.

Bernstein: Okay. Are you going to take this back to Ray's original filing on our...

Becker: Let me do that next, okay? Now, with respect to Ray's original filing on August 2nd of last year, we asked the exact same inquiry when we review the specification that we filed on Wednesday: Did Ray's filing back on August 2nd of 1999 provide enough disclosure and enough teaching to enable one of ordinary skill in the art to make this file?

Bernstein: And we have a lot of disputes on that because it doesn't even cover zooming.

Becker: Right, but what it does describe, if I recall correctly, is it does describe that you want to enlarge a print film image to a certain size and then scan it at a high density. Now it doesn't tell what density, it doesn't give a number of pixels,

Bernstein: It doesn't talk about zooming in on the image.

Becker: It doesn't tell the number of pixels, but it does show one way of doing it with a print film image. It doesn't talk about digital images...doing it specifically with digital images. It may refer to it generally, I don't know. But that is the inquiry.

~~S. Bernstein~~Armstrong: If I hear you correctly, it is less important in the claim to say anything relative to zooming was in the claim to illustrate or to claim that the target image size is larger than the viewing image window because that is, in itself, your ability to have the zoom capability.

Becker: You're right. You can claim it all different kinds of ways. This was one way that we worked out in conjunction with Eliot and Brian two weeks ago. This is one of the ways we worked out claiming the invention.

~~S. Bernstein~~Armstrong: Because ultimately zooming is simply a feature of the invention.

Bernstein: Okay, hold on one second. Steve?

Becker: Yeah.

Bernstein: When I look at Ray's claim one, "What is claimed: An apparatus for producing a digital image comprising a device for generating a digital signal file from a print film image and a processor for processing said digital signal file and for generating an image file wherein said processor generates a first signal file from said digital signal file, and further wherein said processor processes said first signal file and generates set image file."

Becker: Okay.

Bernstein: Okay, we all agreed that that is completely insane...to describe anything about our invention...whatever.

Becker: I know it's all completely insane; but I think that with the claim that we drafted, ...

Bernstein: Yeah, he missed the point.

~~Becker:~~ Okay.

~~Bernstein:~~ Well, then, the claim we drafted, this was my question. It should be right here, in this claim, in the patent he filed to date back as far as I can to protect our dates, should be changed to the claim we just created.

Becker: Oh, no, this application died on Wednesday, and it doesn't proceed to a patent. A provisional application...

Bernstein: No, no, this isn't provisional. This is a filed patent. I'm ~~doing~~ dealing with one-

Utley: This is the one that was filed March 24th.

Becker: Oh, okay.

Bernstein: By Ray [Joao].

Utley: So this was the PCT filing on March 24th.

Becker: Okay, thanks.

Bernstein: And my question is shouldn't the claims in this patent we just filed be exactly, if not identical, to the one...or should they be transposed to Ray [Joao's]? And it was my understanding from Doug that for speed and if the patent gets through, etc., that we would rather have it be based on that first patent filing.

Becker: That could be a recommended course of action.

Bernstein: And this is going to get dejected.

Utley: What we discussed on Tuesday...no, on Monday afternoon, was that uh one of our action items was to go back and review the uh March 24th filing and decide exactly how we were going to integrate into that filing the uh the uh claims that are that should be in there vis-á-vis the specification.

Becker: Okay.

Utley: That was one of the action items that we uh uh covered on Monday afternoon.

Bernstein: And now my question further goes to say that once we amend the claims, is there any way to amend the body?

Becker: No.

Bernstein: Even if we're not adding new subject matter?

Becker: You can amend the body if you don't add new subject matter.

Bernstein: Okay, so we can fix Ray's mess.

Becker: You can't add what we added in this application.

Bernstein: Which part? The math is just a description of the old matter, so therefore we should be able to add it.

Becker: It's not supported. It's not suggested in the prior applications.

Bernstein: Oh, it's all suggested because by the nature of the invention it's suggested.

Becker: I think the patent office will never allow us to add all of that matter into the application.

Bernstein: Okay, but we should add as much matter as we feel comfortable with to buff up Ray's original filing.

Becker: Sometimes if you change a word or a sentence in a specification...

Bernstein: Yeah?

Becker: The examiner will outright reject it for new matter.

Bernstein: Well, who cares? He's going to reject this for insanity in the first place. I mean, he's going to reject this for "what did you patent? Nothing?"

S. Bernstein: If I'm hearing Steve right, there's very little we can do to change the language and content of that particular patent...

Bernstein: No, you're not hearing him right because he just said you could change all of the claims whenever you want as long as the examiner hasn't approved them. And right now before the examiner starts approving...looking at this and saying it's nonsense, I'd rather get the right stuff in there. Now, we can get most of this stuff in there, albeit I'm going to need good argumentation as to why we can't get it all in there.

~~S. Bernstein~~Armstrong: Steve, is that correct?

Becker: We can change the scope of the claims of the prior application...I mean, that's a good action item, a good thing to do. You know, as I mentioned, it's unlikely we'll be able to change the specification substantially; and if we don't quite...

Bernstein: Well, we should throw in the word "zoom" if we can.

Becker: At some point it becomes a question of language and what language you've used. If we come in and start saying, "Well, what we really were talking about is zoom and pan," Yeah, it's possible we could get some of those arguments through the examiner, but...

Bernstein: Well, we sure as shit should try.

~~Uteley~~Bernstein Well, it looks like Ray took all of this out of here.

Becker: It's not as critical as getting one good filing on like we did on Wednesday.

~~S. Bernstein~~Armstrong: Yeah, but the date's what's important.

Bernstein: Right.

~~S. Bernstein~~Armstrong: If this March one...we have one good filing, but it's dated August 2nd. That's the difference.

Becker: But it claims priority back to...

Bernstein: The original provisional.

Becker: The original provisional, which is before this date, again to the extent that it's...

Bernstein: Right, and that's the strategy I have been hearing is the correct approach here, is that we should be cleaning up Ray's filed patent as best as we can without adding subject matter—and I don't think we really have any new subject matter other than a macro shell to re-widget our math, which is okay, we'll leave that out. But I definitely want the underlying math, because that's just not new subject matter, that's just old subject matter defined, and try to get as much of this in that examiner's hands as fast as we can because that is our first patent and we'd like it to approve. And then you know what? Leave the macro in this one, and then you've got a reason that you've got new matter in this one that doesn't conflict with your old matter. I mean, the math, I sat through with Doug, went through this with Chris Wheeler, my father, I heard all of those things, and then I'm hearing that that's not our strategy. So I just want to be very specific on this so that we get that completed in time. I know there are issues to timing, etc., that we don't want to wastewait.

Now, I'm also confused of how we particularly predicted our date as well on when this was first exhibited. According to my last notes of when you guys were down here originally, we kind of went through a timeline; and that timeline has now been changed to September, when, in fact, we felt it was more like April or something as the first commercial advantage. Now Doug's talking to me about September dates, and I can list you fifty things that occur before then that will be detrimental. As a matter of fact, the first one really being something like 8/10, which only gives us six days, if my numbers are correct. We signed a license contract with

[Centrec? Centrack?] to use and distribute your product. So that's well before 9/1; and these are some real critical things that depend on that date, if I'm not mistaken.

Utley: What contract?

Bernstein: [Centrec? Centrack?]. The license agreement was signed on 8/10.

Utley: The only thing we signed was a demo.

Bernstein: A demo license, yeah. Well, you were putting it up to commercialize on their site— on a public site.

Utley: But there was no charge.

Bernstein: But it's not a question of charge, according to Doug. Correct, Steve?

Becker: I need to have some facts.

Bernstein: Okay. We signed a demo to put up on a company's Web site, and we did, our materials for public viewing so that they could identify customer response.

Becker: Oh. When was this?

Bernstein: 8/10.

Becker: Okay.

Bernstein: Now, there were conversations prior to that.

Becker: Well, the upside is that we've got an application on file as of this past Wednesday.

Bernstein: Well, what about changes?

~~S. Bernstein~~Armstrong: We have to deal with that one year of commercialization.

Bernstein: If we're not wrong, and I hate to preach to a lawyer, but that seems to be my understanding. So I'd like to get what is claimed in this one into Ray [Joao's] immediately, if not, somehow sooner.

Armstrong: Well, hold on, let him answer the question about commercialization. Would that be considered the first date of commercialization or a date of commercialization if there's one prior to it?

Bernstein: There's not, but...

Becker: Again, we have to start with the claimed invention...

Armstrong: This was ~~f~~zoom & pan imagery that we did for him.

Becker: Okay. And the inquiry is whether or not...

Bernstein: No, it's video, too, B, that we did.

Armstrong: There was video, too?

Bernstein: Sure.

Becker: The inquiry was whether or not the claimed invention was on sale more than one year before the filing date of the application.

Utley: This was a test program to determine feasibility.

Becker: That actually works in our favor. The laws recognize sort of experimental use as sort of being a mitigating factor in some types of public disclosure. Typically if it's a commercialization use, or to test the commercialization of the invention, they're less likely to find it to be...

Bernstein: Well, then, that's definitely what it was.

Becker: ...commercial use.

Utley: Is there any difference, Steve, between...we signed an agreement to do that.

Becker: Okay.

Utley: There was no public visibility for another month. So which date will be the reference date?

Becker: Would you call that a sale, that agreement?

Utley: No.

Becker: Okay.

Armstrong: Were we ever paid anything by [Centrec? Centrack?]?

Bernstein: No.

Utley: No.

Armstrong: Never.

Becker: Okay, that certainly works in our favor if it wasn't an actual sale of your product. In that case, you look more at the public disclosure date.

Bernstein: Well, that was the public disclosure date.

Utley: No, that was September.

Bernstein: No, it was this date because...well, whenever you put it up on the site publicly.

Becker: When did you put it up on the site publicly?

Utley: It was in September. It took us awhile to get there.

Becker: Okay. No problem, then, right?

Bernstein: If that's...I'm hanging my hat on a lot of things right there.

Utley: If that's the date of reference...

Bernstein: You know, I want to beat the 8/10 day of signing a license agreement because I don't know how that's going to be construed in court, nor do I care, when I can beat it right now.

Becker: Let me ask the question again, Eliot, do you think that the application that we filed on Wednesday does not provide enough information to enable somebody of ordinary skill in the art to practice or to make and use what we claim in claim one?

Armstrong: I could argue it doesn't.

Becker: Go ahead.

Armstrong: I might just simply because the actual deployment of it...or employment of it...does require the correct execution of those formulas; and other than one particular error that is very, very difficult to understand unless you have been part of one of these conversations about the formulas. I mean, that you have to reverse-engineer the formulas to find out that the square root in that definition is missing, otherwise you'll end up with target image areas of an enormous size and be totally lost. You'll end up just having a goofy result. I mean, I think it could be argued, that you need to be able to apply the math to create the image. It could be argued that you can conceptually create what it is that we are conceptually defining, but it's more difficult to do that without a precise understanding of the relationship of targets of subject images and viewing windows.

Becker: Well, let me turn it against you, Jim. That's a good analysis. I think it's interesting, but let me turn it against you and say if that's true, then our August 2, 1999, filing doesn't provide enough disclosure to enable one of ordinary skill in the art to make this claim.

Bernstein: On Ray [Joa's]?

Becker: ~~Correct~~Right, what he...

Bernstein: Yeah, that's why we want to change it before August 10th.

Armstrong: You said the August 2nd filing. This is the one we just did.

Bernstein: No, the March 3rd filing you mean.

Utley: March 24th.

Bernstein: March 24th, whatever.

Becker: Well, I guess I'm going as early as I can, which is why we tried to file on Wednesday...which is why we filed on Wednesday, so we could get the priority on the provisional application which, if I recall, read very much like the March 2000 application.

~~S. Bernstein~~Armstrong: The one you're referring to is the original provisional from August of 1999.

Becker: Yeah.

~~S. Bernstein~~Armstrong: Saying that if my argument holds, we have nothing of solid validity in that particular document.

Becker: No, what I'm telling you is that that document won't provide priority to this claim. In other words, our priority date will be Wednesday of this year, not Wednesday of last year...or not...

S. Bernstein: Because that provisional didn't provide somebody with ordinary skill in the art the ability to replicate what we did?

Becker: That's exactly right.

~~Bernstein~~Utley: March 24th

~~Bernstein~~...isn't that the one we're looking for?

Utley: March 24th?

Bernstein: Oh, no, that's the...

Utley: We're looking for the August one.

Bernstein: No, I'm looking for the provisional this claims to.
<Two separate conversations going on at once; difficult to hear and follow...>

Becker: Let me ask you this...

S. Bernstein: Then that's to say--and maybe I'll question my own logic now--is it enough to say that somebody understands that in the viewing window that you create zoom and then create [] ability?

Becker: As long as we just...

Armstrong: That optimized the particular...

~~S. Bernstein~~Armstrong: And all we did was help to clarify...

Becker: I think that's pretty convincing. You know, you don't have to enable all the ways of doing it; you just have to enable essentially one way of doing it.

Bernstein: Okay. Despite all of this, I still want a firm yes or no.

Becker: I think was actually critically really finally getting to the issue.

Bernstein: No, yeah, we are.

Becker: Away from the rhetoric of accusations and...

Bernstein: Okay, okay, right, but...

Becker: And fear-mongering and calling the investors. I think we've gotten to...

Bernstein: Well, I mean, we've got to deal with things. These are real fears meaning we definitely have real issues. But looking beyond that, which is fine, I've got still an unanswered question: Does Ray [Joa^o's] set of claims change tomorrow, Monday, whatever, so that we can protect ourselves? Now you've agreed that's a good strategy, Doug's agreed that's a good strategy, but yet I hear no execution strategy, and that's what I want to make 100% sure that I can get as much of what we've discovered into Ray's incompetent work, and I will call it that, as possible. And your work is far more superior. These are some issues, but, you know, there's issues...it's a large thing to grasp, and we'll get through it. But I want to change what Ray [Joa^o's] done, and that was my understanding that we're going to take the claims that we've discovered in this application you just filed and put them into that one, and that the worst that's going to happen is that the examiner will approve the earlier one of Ray and yours will fall away, the second one.

Armstrong: Did somebody just join this call?

Bernstein: No.

Armstrong: Did you hear that beep, beep, beep?

Becker: I did. I don't know if anyone has joined.

Bernstein: Si? Si?

Armstrong: Maybe he got off.

Bernstein: Yeah.

Armstrong: Okay.

Becker: Well, let's do this, Eliot. Let's say that...I know you are concerned about the August 10th date, why don't we say that we will make some amendments to the claims in the prior filings you're referring to, and we'll clean that up as best we can and make sure that we have the claim amendments...

Bernstein: <Aside to Utley> This is the one we filed?

Utley: <To Bernstein> That's the provisional.

Bernstein: <To Utley> That's the provisional?

Utley: <To Bernstein> Right.

Armstrong: What about correcting the math in the one from two days ago?

Becker: Yeah, then again, I don't know what was filed; and again it appears...I really need to consult with Doug on that.

Armstrong: Yeah, but if we're of understanding what we talked about today is what he filed, and I believe that's it, then what do we do to correct that? We should probably correct that by the 10th as well.

Becker: Okay. Right. That actually was more important with the 8/10 date because these changes are considered to be better, then we need to get a filing out by that date.

Armstrong: Okay.

Bernstein: And Steve, just to remind you on this point, I still definitely for a comfort level and to keep accusations at bay, just a letter of what's occurred, what my risks are, and what our strategies for execution are on this filing relating to as well fixing this one as well as relating it to Ray [Joao's]. If you could write that clearly to us, that gives us a lot of comfort level.

Becker: All right. Hopefully what I explained today about priority will help.

Bernstein: Well, this gives it the final touch of you can rest assured, I've got it in writing. That's what I need to comfort me that I've got a strategy, that everybody's on the same page, so to speak, so that page doesn't shift, so that we don't get off that strategy and we all stay focused on that one sheet. So that would be critical. And what is our next due date? Is that on the 10th or the 8th or something, or am I missing...

Utley: Well, the only reason the 10th has any potential bearing is because that's when the test license...

Bernstein: I'd like to beat that here, on this claim; because if we can beat the 10th here on Ray [Joao's] filing, that's what we need to do there, right?

~~Becker~~Armstrong: That's actually not an important date for Ray [Joao's] filing.

Bernstein: Yes, it is.

~~Becker~~Armstrong: An important date for the filing that we did a few [weeks? days?] ago.

Bernstein: No, no, it's the same date. Commercialization is commercialization, and how it relates is the same here to us.

~~Becker~~Armstrong: Okay.

Bernstein: You know what I mean?

Becker: Yeah, I guess I do.

Armstrong: I'll make just one other general comment, Steve. Everyone else knows this, but you don't. I was just brought into this process Tuesday as the first time I've ever reviewed any patents. I've held them for Eliot in the past but never reviewed them; and was probably surprised with what I found was that it was an extremely important and at least, to my understanding, we had very little time to get it right, and we're now paying the price, of course. To the extent that that can be avoided in the future through careful planning, updates, and contingencies, I suggest we have a plan for that.

Becker: Yep.

Armstrong: So. Just an overall comment.

Becker: That's a good comment. I think it's important to get things done as early as possible, and we certainly have tried to do that throughout the process.

Bernstein: Steve, can you do me one last favor?

Becker: Yes?

Bernstein: Shoot over to Jim the three video patents we filed. He's signed a disclosure on it—the one you gave us—encompassing him for all patents.

Becker: All right. Jim, what's your role?

Armstrong: I'm the Director of Sales and Marketing.

Bernstein: But he's also a shareholder.

Becker: Okay.

Armstrong: I've been with this since before anybody else.

Becker: I see.

Armstrong: It was just basically me and Eliot and Guy before anybody else started, but I've never been involved in the patent review.

Becker: Now you want me to send a copy of the filings...the video filings?

Bernstein: Yeah. Can you just fax them to him?

Becker: Sure. Let me make sure I've got this right. Okay. We've got three...no, five applications, about 100 pages. Is that fine?

Armstrong: Yes.

Bernstein: We have four. Sorry.

Armstrong: Are they emailable, or no?

Becker: Yeah, they are emailable.

Armstrong: Let's do that instead.

Becker: But then you don't have the figures. We can email....

Armstrong: Email those, and then just fax the figures?

Becker: Yeah.

Armstrong: Okay, cool. The fax number is 732-747-5569. Email is jim@iviewit.com.

Bernstein: And there's five video patents now. Correct, Steve?

Becker: I'm looking at my chart here: three US and three corresponding PCT [] applications that we wrote, and then there's a PCT video playback—that was the video playback invention—

Bernstein: Right.

Becker: And I think that's all.

Bernstein: Great. Let's get those out to Jim real quick. I'd like him reviewing those by the 8/10 date. Any changes, we're obviously going to try to revert to keep our 8/10 day as our commercialization day, giving us a little buffer if we're wrong.

Becker: All right.

Bernstein: You know what I mean? I mean because we don't know how people will interpret in the end what [Centrec? Centrack?] was, but to beat it would definitely give us a greater argument.

Becker: Yep.

Bernstein: So, all right, we'll pick this up...you're going to make those changes on this patent, correct?

Becker: I'm going to wait until I speak with Doug.

Bernstein: Okay, great.

Becker: To find out what was actually filed, and then we'll decide how best to proceed with amending that.

Armstrong: Steve, one more clarification. Did you say we have or have not had successful closure on the signing over of inventors' patents to the company?

Becker: I can't speak to that; Doug is working on that.

Armstrong: Okay, will you put that in our list of things to do...or your strategy that that gets completed?

Becker: Yeah.

Bernstein: Yeah, and B, I just signed as well as Brian and Jude and everybody. It's a large, thick document, so Doug should have an update, Steve, as to what is exactly signed. I think it was everything, correct? And we've got everybody here.

Armstrong: I've got emails that indicate that that was all done nine months ago.

Bernstein: No, it was, B, but then we filed patents; and then we thought the past was done, and now these new ones had to be done, so he came here, there was notaries here...it was, you know, it was a lot, but let's get an update on it.

Armstrong: I just want to see it in writing

Utley: In addition to that, everyone has individually signed a separate agreement with the company, conveying assigning to the company any intellectual property that's created as a result of their employment.

Armstrong: That I know. The key inventions, I just want to see that they've signed over because that's the value of the company right there. That's what I own stock in.

Bernstein: Correct. Okay. So let's get an update, and I think we're pretty close.

Armstrong: Okay.

Becker: Eliot, why don't we go through the list of things that you've asked me to do so we can be perfectly clear on this?

Bernstein: Okay.

Becker: The first is to amend Ray's PCT application, at least the claims, so that we have a good filing there, at least based on whatever Ray has in his specification. That's task #1.

Bernstein: Claims plus any additional language that's not new matter.

Becker: All right.

Bernstein: Okay.

Becker: You want a letter describing the...what was omitted or what was incorrect in this application filed Wednesday and to what extent that may have any bearing on rights.

Bernstein: Correct.

Becker: And also a course of action we feel is necessary to file new applications to amend these, make these corrections, or if there's something we feel we can do in an amendment that would not introduce new matter.

Bernstein: And our strategy going forward on this. By the way, that would mean our strategy as well on the video, correct? Because if there needs to be changes and the date did stick at 8/10, we need to make any changes we find by 8/10, correct?

Becker: Only if the changes are so substantial that they would jeopardize the ability of one skilled in the art to understand.

Bernstein: Okay, so critical errors. Okay. If we find them.

Becker: And that's why I think, you know...and if you're describing in your specifications how to make one, how to do it, provide most of the details. I mean, we've done a very detailed job of ...

Bernstein: No, I agree. I'm not...I agree. I see all that here.

Becker: Any time whatever we can get out of you guys in terms of describing how it works...that, in there when you describe a claim and there's an error, you know, there's an error in the math, will that dramatically affect and make it so somebody can't practice the invention at all, I don't know.

Bernstein: Right. So if it's critical by 8/10, it should be resolved. Correct?

Becker: With the video application, it doesn't help for us to go back and look at those. You guys go back and look at those and see if there's anything in there that you don't like.

Bernstein: Right. And if we find something in the claim, for example, that we don't like, we need to amend it by 8/10, right?

Becker: No.

Bernstein: Why?

Becker: Because the claims have to be supported by the specification as filed back on those dates, which were sometime in June...

Bernstein: Okay, but let's say all that fits, we also have the commercialization date.

Becker: The commercialization date...

Utley: I though <inaudible comment to Bernstein>

Bernstein: So we can go change the claims.

Becker: Typically [] prosecutions, as long as they're still supported by the specifications filed...

Bernstein: Right. So if we find any mistakes, we should change them, correct? In the video patents?

Becker: Yeah, as a general principle, that's a good idea.

Bernstein: Okay, good. All right. I think that sums up what we need. Send the letter to Si, myself, and Brian.

Becker: That's not a complete list of what you asked for me to do.

Bernstein: What else have we got? Sorry?

Becker: You've asked me to email to Jim Armstrong the three video applications and the playback application--the one playback application--

Bernstein: Right.

Becker: Now with respect to the video application, we have both PCT and US filings. Do you want us to send both of those? They've essentially identical--in fact, they are identical except the...

Bernstein: No. Just one.

Utley: Send the US.

Becker: All right, we'll send the US versions of those two. And we'll fax the figures. And element #4...Item #4 is to provide a written letter to Jim Armstrong regarding the assignment status of...

Bernstein: Well, that's to everybody. That's to Brian, Si, myself, Jim.

Becker: Brian, Si, Eliot, and Jim.

Bernstein: Right. Just giving us the update of where we are.

Armstrong: I think it's helpful to communicate to the shareholders.

Bernstein: Well, let's get it first, then we'll communicate at discretion, but I think we're there.

Becker: Okay, then, in terms of general things going forward: Eliot needs to be cc:'d on all correspondence relating to patents. Should we continue our practice of sending things to Brian?

Bernstein: Yeah.

Becker: All right, we'll continue our practice of sending things to Brian and cc:ing Eliot with copies.

Bernstein: Right, and I'd appreciate if all that email comes to iviewit.com. Therefore, I have copied records.

Becker: Are you saying you only want us to correspond with you via email, not letters? Not...

Bernstein: No, but if it is emails, iviewit.com emails because that gives me complete copied records on tape backups.

Armstrong: ~~De~~-don't send anything to any of us at a domain name other than iviewit.com, if you send it in email. |

Becker: That's the instructions?

Bernstein: Right.

Armstrong: Correct.

Becker: Don't send to any other email address besides one of your names at iviewit.com.

Bernstein: Correct.

Becker: Okay. Anything else in addition to those items?

Bernstein: Nope. Steve, I appreciate your taking the blunt end of this, I really do.

Becker: Well, I just wish you would not...

Bernstein: Well, we freaked out a little bit. You can understand that there's a reason to freak...I'm not just making this up. So based on that, let's try to resolve and move forward. |

Becker: Anything else?

Bernstein: Nope. Thanks very much.

Yellow = Meltzer Lippe (From Undated File #196675.1
 Green = Foley & Lardner (Portfolio Date 102-119 6/13/2000) (Portfolio Date 122,122,123 11/30/2000)
 Turquoise = Blakely Sokoloff (Portfolio Date 7/17/01)
 Rose = Greenberg Traurig (Portfolio Date 4/12/02)
 USPTO &/OR PCT

Application Number	MLGS	F&L	BLAKELY	Greenberg	Status	Title of Invention	Inventors Listed On Application	True & Correct Inventors	Filing Date	Priority	Country	Assignee Type	Comments	Problems with Application
MISSING		57103/101			Missing	Missing								
MISSING		57103/112				Missing	Missing						101 - Here References 112 + 113 claims, no titles 0101 - Here references (0118 but letter attached to fax is 117, whats attached is	
MISSING		118 +117												
MISSING	5865				General File	Letter indicating this is the general file number not 5865-2								This folder disappears from MLGS files, it is referenced as general which then becomes 5865-2
60/125.824	5865-1				Prov US	Apparatus & Method for Producing Enhanced Digital Images	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	3/24/1999			Assigned 8/5/99 to ?		Was this assigned - MLGS/PR - Fail to disclose inventors - Failure to disclose invention process - Files 3 months
60/125.824		57103/102			Prov US	Apparatus & Method for Producing Enhanced Digital Images	Eliot Bernstein		3/24/1999		US	IHI Provisional		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
60/125,824			P001		Prov Lapse		Eliot Bernstein					Bernstein to Iviewit LLC to IHI Assigned 01/06/00 Reel Frame 010523/0526		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
MISSING	5865-2				Missing	Missing Video Only Patent	LOST FILING	Eliot Bernstein + Zakirul Shirajee + Jude Rosario						

Application Number	MLGS	F&L	BLAKELY	Greenberg	Status	Title of Invention	Inventors Listed On Application	True & Correct Inventors	Filing Date	Priority	Country	Assignee Type	Comments	Problems with Application
	5865-2				General File	General Correspondence File Message stating she has reviewed and completed							Strange why he opens a general file 3 months after 1st. What was general prior, in several references it is 5865. The form a client/matter intake is not normal in the files. Try to get another of	This is supposed to be a video filing and we review it and then it disappears and is replaced with a general file folder contents
60/137,297	5865-3				Zamas Letter	5865-2								
60/137,297		57103/103			Prov US	Apparatus & Method for Producing Enhanced Video Images	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	6/3/1999		US	Assigned 8/5/99 to who		Video Patent is missing Joao/Rubenstein say this is combo that covers the video + the combo. Filed months late
60/137,297					Prov US	Apparatus & Method for Producing Enhanced Video Images	Eliot Bernstein		6/3/1999		US	IHI Provisional		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
			P002		Prov Lapse		Eliot Bernstein					Bernstein to Iviewit LLC to IHI Assigned 01/06/00 Reel Frame 010523-0494		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
60/137,921	5865-4					Apparatus & Method for Playing Video Files Across the Internet	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario (Possible Jeff)	6/7/1999			Assigned 8/5/99		Operating other equipment to play movies remotely by activating others devices, DVD's, TAPES, MOVIES FROM RAM MLGS/PR - Fail to disclose inventors -
60/137,921		57103/104			Prov US	Apparatus & Method for Playing Video Files Across the Internet	Eliot Bernstein		6/7/1999		US	IHI Provisional		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems

Application Number	MLGS	F&L	BLAKELY	Greenberg	Status	Title of Invention	Inventors Listed On Application	True & Correct Inventors	Filing Date	Priority	Country	Assignee Type	Comments	Problems with Application
			P003		Prov Lapse		Eliot Bernstein					Bernstein to Iviewit LLC to IHI Assigned 01/06/00 Reel Frame 010523-0497		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
60/141,440	5865-4.1					Apparatus & Method for Providing and/or transmitting Video Data and/or Information in a Communication Network	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario + Jeff (Eliot + Jeff on remote concept using video from EIB + ZS + JR	6/29/1999			Not Filed		Remote control camera with video and zoom and camera mounts. Goes missing this invention. Joao has similar patents now. Missing inventors
60/141,440		57103/105			Prov US	Apparatus & Method for Providing and/or transmitting Video Data and/or Information in a Communication Network	Eliot Bernstein		6/29/1999		US	IHI IHI 01/03/00 Reel Frame 010523-0574	Provisional	Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
			P004		Prov Lapse		Eliot Bernstein							Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
60/146,726	5865-6					Apparatus & Method for Producing Enhanced Digital Images	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	8/2/1999			Not Filed		Missing inventors, missing proper disclosure
60/146,726		57103/106			Prov US	Apparatus & Method for Producing Enhanced Digital Images	Eliot Bernstein		8/2/1999		US	IHI IHI 01/06/00 Reel Frame 010523-0509	Provisional	Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
			P005		Prov Lapse		Eliot Bernstein							Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems

Application Number	MLGS	F&L	BLAKELY	Greenberg	Status	Title of Invention	Inventors Listed On Application	True & Correct Inventors	Filing Date	Priority	Country	Assignee	Type	Comments	Problems with Application
60/149,737	5865-5					Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	8/19/1999				Not Filed		Missing inventors, missing proper disclosure
60/149,737		57103/107			Prov US	Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	Eliot Bernstein		8/19/1999		US	IHI	Provisional		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
			P006		Prov Lapse							IHI 01/06/00 Reel Frame 010523-0506			Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
60/155,404	5865-7					Apparatus & Method for Producing Enhanced Video Images and/or Video Files	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	9/22/1999				Not Filed		Missing inventors, missing proper disclosure
60/155,404		57103/108			Prov US	Apparatus & Method for Producing Enhanced Video Images and/or Video Files	Eliot Bernstein		9/22/1999		US	IHI	Provisional		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
			P007		Prov Lapse		Eliot Bernstein					IHI 01/06/00 Reel Frame 010523-0183			Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
60,169,559	5865-8					Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	12/8/1999				IHI		Missing inventors, missing proper disclosure - looks like copy of last one
60/169,559		57103/109			Prov US	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Eliot Bernstein		12/8/1999		US	IHI	Provisional		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems

Application Number	MLGS	F&L	BLAKELY	Greenberg	Status	Title of Invention	Inventors Listed On Application	True & Correct Inventors	Filing Date	Priority	Country	Assignee Type	Comments	Problems with Application
			P008		Prov Lapse		Eliot Bernstein					IHI 01/06/00 Reel Frame 010523-0220		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
MISSING	5865-9													May be missing filing signed by all three inventors and Joao somehow revoked it. This is supposed to be US filing but Joao does not send it
	5865-10				PCT Pending	Apparatus & Method for Producing Enhanced Digital Images	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario						Joao files this to try and cover up for the US app that Jude Zak and Eliot signed and somehow he files this to say that was filed. Then after we catch him lying he suddenly sends over a US app that
		57103/110			1 PCT Pending	Apparatus & Method for Producing Enhanced Digital Images	Eliot Bernstein		3/23/2000	3/24/1999 PCT		IHI International		Foley states they assigned but everyone else states it is not assigned
			P009		PCT Pending	LAPSED BY BSZT	Eliot Bernstein					Not Assigned		BSZT states not assigned Should never have been lapsed and why never assigned
							Eliot Bernstein					Not Assigned		
09/522,721	5865-??				US Pending	Apparatus & Method for Producing Enhanced Digital Images	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario			US	NOT ASSIGNED	US FILING	JOAO NEVER ACCOUNTS FOR OR SENDS FOLEY INFO AT FIRST - THIS CORRESPONDS TO APP SIGNED BY ALL THREE AND SENT BY EIB+WITNESSES. JOAO USES THE SAME ATTRNY DCKT # 5865-1 FOR THIS FILING AS Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems. Never assign. Foley in transcripts say they are
		57103-119			US Pending							NOT ASSIGNED		

Application Number	MLGS	F&L	BLAKELY	Greenberg	Status	Title of Invention	Inventors Listed On Application	True & Correct Inventors	Filing Date	Priority	Country	Assignee Type	Comments	Problems with Application
			P017		US Pending							NOT ASSIGNED D NOT ASSIGNED D		Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems. Never assign. BSZT lets this lapse losing original date, decide with Crossbow and Mondragon
PCT/US00/?? ???		57103/111			4 PCT Pending	System & Method for Streaming an Enhanced Digital Video File	Eliot Bernstein + Zakirul Shirajee	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	6/2/2000		PCT	MISSING International		This becomes limited to streaming and has wrong inventors, even after they meet with inventors
PCT/US00/15 408			P010		4 PCT Pending		Eliot Bernstein Eliot Bernstein + Zakirul Shirajee					Not Assigned	Not only Foley Spread on Blakely find	Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
					PCT Natl Phase		Eliot Bernstein Eliot Bernstein + Zakirul Shirajee					Not Assigned		
PCT/US00/?? ???		57103/112			2 PCT Pending	System & Method for Providing an Enhanced Digital Video File	Eliot Bernstein + Jude Rosario + Brian Utley	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	6/2/2000	3/6/1999	PCT	MISSING International		This is really strange, it is a copy of the above app but we lose Zak and get Jude and Brian instead. The title here is the correct
PCT/US00/15 405			P011		2 PCT Pending		Eliot Bernstein Eliot Bernstein + Brian Utley					Applicant IHI	Not only Foley Spread on Blakely find	Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
					PCT Natl Phase		Eliot Bernstein Eliot Bernstein + Brian Utley					IHI		
PCT/US00/?? ???		57103/113			3 PCT Pending	System & Method for Playing a Digital Video File	Eliot Bernstein + Zakirul Shirajee	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	6/2/2000	3/6/1999	PCT	MISSING International		Wrong inventors
PCT/US00/1 5406			P012		3 PCT Pending		Eliot Bernstein Eliot Bernstein + Zakirul Shirajee					IHI	Not only Foley Spread on Blakely find	Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
					ABANDONED		Eliot Bernstein Eliot Bernstein + Zakirul Shirajee					IHI		
09/????		57103/114			4 US Pending	System & Method for Streaming an Enhanced Digital Video File	Eliot Bernstein + Zakirul Shirajee	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	6/5/2000		US	MISSING Pending		Wrong inventors - wrong title and note that it is eib + zak

Application Number	MLGS	F&L	BLAKELY	Greenberg	Status	Title of Invention	Inventors Listed On Application	True & Correct Inventors	Filing Date	Priority	Country	Assignee Type	Comments	Problems with Application
09/587,730			P013		4 US Pending US Pending		Eliot Bernstein + Zakirul Shirajee					Applicant IHI IHI	Not only Foley Spread on Blakely find	Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
09/????		57103/115			3 US Pending	System & Method for Playing a Digital Video File	Eliot Bernstein + Zakirul Shirajee	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	6/5/2000		US	MISSING Pending		Wrong inventors
09/587,026			P014		3 US Pending US Pending		Eliot Bernstein + Zakirul Shirajee					Applicant IHI IHI	Not only Foley Spread on Blakely find	Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
09/????		57103/116			US Pending	System & Method for Providing an Enhanced Digital Video File	Eliot Bernstein + Jude Rosario + Brian Utley	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	6/5/2000		US	MISSING Pending		Here again the title is correct and the inventors get changed to eib+brian+jude, and another similar app is filed
09/587,734			P015		2 US Pending US Pending		Eliot Bernstein + Jude Rosario + Brian Utley					Applicant IHI IHI	Not only Foley Spread on Blakely find	Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
Missing Entirely From Foley Docket		57103/117			5 ?	System & Method for Video Playback Over a Network	Eliot Bernstein + Jeffrey Friedstein (NO OUR COPY OF THIS	Eliot Bernstein + Zakirul Shirajee + Jude Rosario + Jeff (Eliot + Jeff on remote concept using video from EIB + ZS + JR				Was supposed to be the US application , that gets lost	MISSING ?	Foley says they skipped 117 yet we have letter and app showing it was prepared for EIB + JF to sign and then it disappears and resurfaces with Utley on new number 118 but whole file vaporizes and they claim it never existed. Bill Dick states in VA Bar that they skipped this number but yet they have
		57103/117			PCT Intern'l	System & Method for Video Playback Over a Network	Bernstein, Et Al.			US Prov 60/137,921 & US Prov 60/141/440			Is to continue 5865-4 & 4.1 & also 118 is attached instead	Foley states that EIB told them not to file US and this is BS File never sent to BSZT, yet fragments remain of
					?	?	Missing Eliot Bernstein + Jeffrey Friedstein + Brian Utley					???		NO file found at USPTO by CPR
					Not Filed????							???		

Application Number	MLGS	F&L	BLAKELY	Greenberg	Status	Title of Invention	Inventors Listed On Application	True & Correct Inventors	Filing Date	Priority	Country	Assignee Type	Comments	Problems with Application
PCT/US00/?? ???		57103/118			5 PCT Pending	System & Method for Video Playback Over a Network	Eliot Bernstein + Jeffrey Friedstein + Brian Utley	Eliot Bernstein + Zakirul Shirajee + Jude Rosario + Jeff (Eliot + Jeff on remote concept using video from EIB + ZS + JR	6/7/2000		PCT	MISSING International		This replaces 117 for Eliot and Jeff and adds Utley and loses invention disclosure that was part of 117
					PCT Pending	System & Method for Video Playback Over a Network	Eliot Bernstein + Jeffrey Friedstein		US Prov 60/137,921 & 60/141/440		PCT	International	Fax refers to 117 but 118 is attached, the client matter is bizarre	File 117 disappears off FL spreadsheet. Utley never invents with Jeff & I and contributes nothing but puts himself in. In fact in his dep he admits he Fail to correct inventors, fix missing disclosures & notify USPTO OED of problems
PCT/US00/15 602			P016		5 PCT Pending		Eliot Bernstein Eliot Bernstein + Jeffrey Friedstein + Brian Utley					Applicant IHI	Not only Foley Spread on Blakely find	
					ABANDONED							IHI		
09/522,721	5865-1 - Joao names this same as prov app 824					Apparatus & Method for Producing Enhanced Digital Images	Eliot Bernstein	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	3/10/2000	60/125,824			Totally Weird here, thought this was 110	Wrong inventors - missing disclosure - not assigned. Joao opens no file for this and it never assigned a attny #, it tries to use 824 filing # FL fails to change inventors & instead tries to replace this with 939 and change the inventors to EIB + BGU. Fail to report Joao. Transcripts clearly state they are supposed to ammend this and put in 939 info, they never do. If BSZT fails to change inventors & instead tries to replace this with 939 and change the inventors to EIB + BGU. Fail to report Joao + FL. Fail to assign. They make decision with Mondragon & Crossbow to
09/522,721		57103/119			1 US Pending	Apparatus & Method for Producing Enhanced Digital Images	Eliot Bernstein		3/10/2000		US	MISSING Pending		
			P017		US Pending		Eliot Bernstein					Not Assigned		
					US??????							Not Assigned		

Application Number	MLGS	F&L	BLAKELY	Greenberg	Status	Title of Invention	Inventors Listed On Application	True & Correct Inventors	Filing Date	Priority	Country	Assignee Type	Comments	Problems with Application
MISSING FROM FOLEY DOCKET		57103/120			6 MISSING	System & Method for Providing an Enhanced Digital Image File	Missing		Missing		?	MISSING ?		
PCT/US00/21211			P018		6 PCT Pending PCT Natl		Eliot Bernstein Eliot Bernstein + Brian Utley		8/2/2000		PCT	Applicant IHI International IHI	Not on Foley Spreadsheet, Blakely finds this or they then send to BSZT but Company is unaware it	
MISSING FROM FOLEY DOCKET		57103/121			6 MISSING	System & Method for Providing an Enhanced Digital Image File	Missing	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	Missing		?	MISSING ?		Missing oath & declaration when filed. EIB never saw this never invented with Utley - no EOB sig anywhere BSZT - Fails to report to OED or authorities - Fails to correct inventors
09/630,939			P019		6 US Pending US Pending		Eliot Bernstein + Brian Utley Eliot Bernstein + Brian Utley		8/2/2000		US	Not Assigned Pending Not Assigned	Not only Foley Spread on Blakely find	
MISSING FROM FOLEY DOCKET		57103/122	P020		US Prov	Zoom & Pan Using a Digital Camera	Brian Utley	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	9/18/2000		US	IHI Provisional		Foley files without authorization - Utley as sole inventor - no assignment to Company Foley files without authorization - Utley as sole inventor - no assignment to Company. Utley in dep denies knowing about camera BSZT Never corrected the inventors or re-assigned it to Company. Failure to report the matter to OED
60/223,344					CANCELLED		Brian Utley					Not Assigned	Not only Foley Spread on Blakely find	
MISSING FROM FOLEY DOCKET		57103/123	P021		US Prov	Zoom & Pan Imaging Design Tool	Brian Utley	Eliot Bernstein + Zakirul Shirajee + Jude Rosario	9/18/2000		US	IHI Provisional		Foley files without authorization - Utley as sole inventor - no assignment to Company BSZT Never corrected the inventors or re-assigned it to Company. Failure to report the matter to OED
60/233,341					CANCELLED		Brian Utley					Not Assigned	Not only Foley Spread on Blakely find	
Japanese Applications														

U.S. PROVISIONAL PATENT APPLICATION

for

**ZOOM AND PAN IMAGING
DESIGN TOOL**

Inventors:



**Brian G. Utley
1930 SW 8th Street
Boca Raton, FLORIDA 33486
Citizenship: U.S.**



**FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400**

THE WITNESS: There was a

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disagreement as to ownership of the intellectual property.

By MR. SELZ:

Q. There was a dispute?

A. Yes.

Q. Did you ever advise the owner of Diamond Turf that you were going to patent these intellectual properties under your own name?

A. I did.

Q. Did you do that prior to patenting those or after?

A. They were never, they were not patented.

Q. Okay. They were not patented. Was the application for patent made?

A. No.

Q. Since your employment with Iviewit.com or Iviewit, yeah, dotcom, LLC, what patents have you taken out in your name, sir?

A. I have not taken out any patents in my name, other than what has been appended to patents filed by Iviewit and assigned to Iviewit.

Q. Okay. So they're all patents held by Iviewit and you're named as a co-inventor; is

that what it is?

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A. Yes.

Q. And Iviewit would be listed as a primary patent holder; is that how it would be?

A. They were assigned to Iviewit.

Q. They were assigned to Iviewit. Are you aware of any police report that was ever filed involving Mr. Mike Real and yourself?

MR. PRUSASKI: Objection, relevance.

By MR. SELZ:

Q. Go ahead and answer the question, if you can, sir.

A. There was a dispute over the nature of the equipment that I bought from Iviewit as --

Q. Well, that really wasn't my question. My question was are you aware of a police report? And it's really a yes or no type of answer.

MR. PRUSASKI: Objection, relevance.

THE WITNESS: I believe there was a report.

By MR. SELZ:

Q. Okay. Do you know who filed that report?

A. Iviewit filed that report as far as

BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP

A LIMITED LIABILITY PARTNERSHIP
INCLUDING LAW CORPORATIONS

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PORTLAND / LAKE OSWEGO, OR
SEATTLE / KIRKLAND, WA
DENVER / ENGLEWOOD, CO

**Confirmation
Copy**

August 4, 2001

**CONFIDENTIAL COMMUNICATION
ATTORNEY-CLIENT PRIVILEGED**

VIA E-MAIL
(And Confirmation By Mail)

Eliot Bernstein
IVIEWIT.COM, INC.
505 North Brand Boulevard, Suite 1420
Glendale, California 91203

Re: Powers of Attorney for Six PCT Applications:

Apparatus and Method for Producing Enhanced Digital Images Serial No. PCT/US00/07772 Our File No. 005707.P009PCT Foley's Reference No. 110	System and Method for Playing a Digital Video File Serial No. PCT/US00/15406 Our File No. 005707.P012PCT Foley's Reference No. 113
System and Method for Streaming an Enhanced Digital Video File Serial No. PCT/US00/15408 Our File No. 005707.P010PCT Foley's Reference No. 111	System and Method for Video Playback Over a Network Serial No. PCT/US00/15602 Our File No. 005707.P016PCT Foley's Reference No. 118
System and Method for Providing an Enhanced Digital Video File Serial No. PCT/US00/15405 Our File No. 005707.P011PCT Foley's Reference No. 112	System and Method for Providing an Enhanced Digital Image File Serial No. PCT/US00/21211 Our File No. 005707.P018PCT Foley's Reference No. 120

Dear Eliot:

Being e-mailed (and enclosed herewith) are six (6) Powers of Attorney for the subject PCT Patent Applications, one Power for each inventor named in any one or more of the PCT patent applications, and one Power for the corporation, Iviewit Holdings, Inc. Three of the Powers require your signature, as follows: (i) one by you in your individual capacity; (ii) a second by you in your capacity as designee of the corporation to sign on behalf of Brian Utley (we hope the PCT Office will recognize Utley's having granted a Power of Attorney to his corporate employer); and (iii) a third by you for the corporation in your capacity as its Secretary. Kindly sign where your

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INCLUDING LAW CORPORATIONS

Eliot Bernstein
IVIEWIT.COM, INC.
August 4, 2001
Page 2 of 2

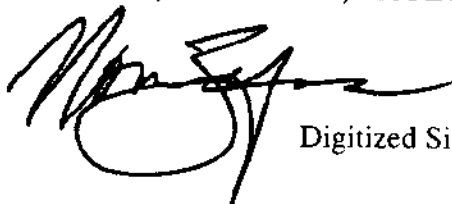
signature is indicated on the three Powers of Attorney and return the original executed Powers to our office via mail (we need to have each Power with an original signature). Also fax each Power to us at (310) 820-5988, to expedite the process.

As we discussed, we request that you also forward each of the three remaining Powers to Jude R. Rosario, Jeffrey S. Friedstein and Zakirul A. Shirajee, respectively, for their signatures. Kindly instruct each of them to execute the Powers and to return the originals to our office by mail. In order to expedite the matter, request each of them to fax a copy to us, if possible.

If you have any questions, please feel free to contact my Assistant, Jan Gass. We appreciate your attention to getting the subject Powers executed and returned to us. We will then attend to their filing with the PCT Office.

Best personal regards,

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN, LLP



Digitized Signature

Norman Zafman

NZ/jg
Enclosures

cc: Ross Miller (w/Enclosures via E-Mail) ✓

P.S. to Ross Miller:

Ross, please attend to getting a Board Resolution appointing Eliot as the corporation's designee for signing the subject Power on behalf of Brian Utley. We talked about this in the context of giving Eliot comfort; however, the PCT Office may well request such a Resolution (in addition to a copy of Utley's Employment Agreement, which we already have).

* * * COMMUNICATION RESULT REPORT (MAY. 2. 2001 3:41PM) * * *

TTI

MODE	OPTION	ADDRESS (GROUP)	RESULT	PAGE
3 MEMORY TX		G3-F :2030#057103#0101#15619998810#	OK	4/4

REASON FOR ERROR
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TO:	PHONE:	FAX #:
Brian Utley Iviewit.com, Inc.	561-999-8899	561-999-8810

From: Barry L. Grossman
 Sender's Direct Dial: 414 297 5724
 Date: May 2, 2001
 Client/Matter No: 057103/0101
 User ID No: 2030

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Sender's Direct Dial: 414 297 5724
Date: May 2, 2001
Client/Matter No: 057103/0101
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WRITER'S DIRECT LINE
(414) 297-5724

EMAIL ADDRESS
bgrossman@foleylaw.com

CLIENT/MATTER NUMBER
057103/0101

May 2, 2001

Mr. Brian G. Utley
President & COO
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

BY FACSIMILE

Re: Provisional Patent Application No. 60/233,341
(Our File No. 57103/0123)

Dear Mr. Utley:

I sent you an e-mail message concerning the referenced application. As stated in that message, on September 18, 2000 a provisional patent application was filed on your behalf. The title of the application is "Zoom and Pan Imaging Design Tool". The application number is 60/233,341. Our file number is 57103/123. Mr. Boehm informed you of the filing of the provisional application in a letter dated September 22.

The application was filed without paying a filing fee in accordance with Patent Office rules that permit this procedure. In my letter of February 26, 2001, I advised you that the filing fee must be paid in order to maintain the pendency of this application. I received no response to my letter.

The time for paying the filing fee may be extended until June 4 at the latest by paying substantial extension fees to the Patent and Trademark Office. If you choose to send in the fees, I am forwarding to you a copy of the form that must be returned with your reply to the Patent Office, the Notice to File Missing Parts.

FOLEY & LARDNER

Mr. Brian G. Utley

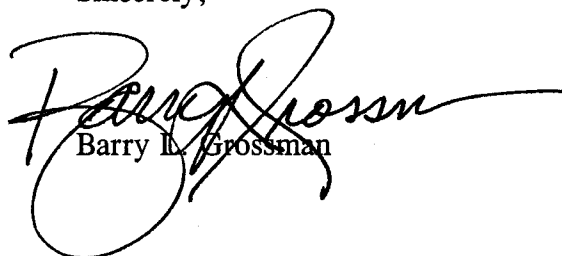
Iviewit.com, Inc.

May 2, 2001

Page 2

We will take no further action in this case. Please let us know if you would like us to return this file to you.

Sincerely,



Barry L. Grossman





UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
 UNITED STATES PATENT AND TRADEMARK OFFICE
 WASHINGTON, D.C. 20231
 www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
60/233,341	09/18/2000	Brian G. Utley	57103/123

Foley & Lardner
 777 East Wisconsin Avenue
 Firststar Center
 Milwaukee, WI 53202-5367

FORMALITIES LETTER



OC00000005592300

Date Mailed: 12/04/2000

NOTICE TO FILE MISSING PARTS OF PROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(c)

Filing Date Granted

An application number and filing date have been accorded to this provisional application. The items indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The statutory basic filing fee is missing.
Applicant must submit \$ 150 to complete the basic filing fee and/or file a small entity statement claiming such status (37 CFR 1.27).
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$50 for a non-small entity, must be submitted with the missing items identified in this letter.
- **The balance due by applicant is \$ 200.**

A copy of this notice MUST be returned with the reply.

James Washington

 Customer Service Center
 Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE

Grossman, Barry L.

From: Grossman, Barry L.
Sent: Wednesday, May 02, 2001 4:11 PM
To: 'Brian G. Utley'
Subject: RE: Provisional Patent Application

On September 18, 2000 a provisional patent application was filed on your behalf. The title of the application is "Zoom and Pan Imaging Design Tool". The application number is 60/233,341. Our file number is 57103/123. Mr. Boehm informed you of the filing of the provisional application in a letter dated September 22. The application was filed without paying a filing fee in accordance with Patent Office rules that permit this procedure. In my letter of February 26, 2001, I advised you that the filing fee must be paid in order to maintain the pendency of this application. I received no response to my letter. The time for paying the filing fee may be extended until June 4 at the latest by paying substantial extension fees to the Patent and Trademark Office.

We will take no further action in this case. Please let us know if you would like us to return this file to you.

Barry Grossman
Foley & Lardner
ph.: 414-297-5724
e-mail: bgrossman@foleylaw.com

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* * * COMMUNICATION RESULT REPORT (FEB.26.2001 2:07PM) * * *

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Total # of Pages 3 (including this page)

TO:	PHONE:	FAX #:
Mr. Brian G. Utley (Iviewit.com)	(561) 999-8899	(561) 999-8810

From: Barry Grossman
Sender's Direct Dial: (414)297-5571
Date: February 26, 2001
Client/Matter No: 57103/123
User ID No: 2030

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Mr. Brian G. Utley (Iviewit.com)	(561) 999-8899	(561) 999-8810

From: Barry Grossman
Sender's Direct Dial: (414)297-5571
Date: February 26, 2001
Client/Matter No: 57103/123
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EMAIL ADDRESS
bgrossman@foleylaw.com

VIA FACSIMILE

WRITER'S DIRECT LINE
(414) 297-5724

February 26, 2001

Mr. Brian G. Utley
President & COO
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: U.S. Patent Application No.: 60/233,341
Filing Date: 8/02/2000
Title: Zoom and Pan Imaging Design Tool
→ Inventor(s): Utley, Brian G.
Our Ref.: 57103/123

Dear Mr. Utley:

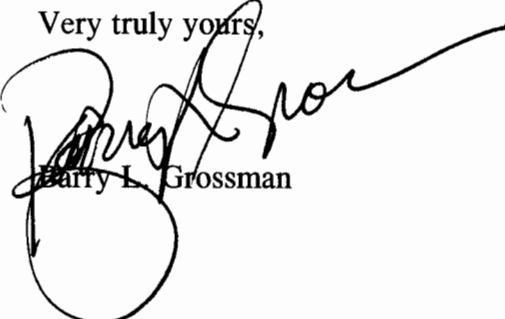
A payment is due to the Patent Office in order to keep the referenced application pending. In order to expedite filing of the application and to defer payment of the filing fee, the referenced application was filed in the Patent Office without paying the filing fee. Patent Office rules permit this procedure. The filing fee is now due. In order to avoid abandonment of the application, we will need to file the executed Declaration with the necessary fees on or before **April 04, 2001**. If you want to maintain this application, please send us a **certified check** in the amount of **\$420.00** as soon as possible so we can get this taken care of in an orderly fashion.

Because of the long overdue status of your account, we cannot pay the fees on your behalf without advance payment in full. We will require a certified check or if you prefer you may wire transfer the payment. I will send you account information if you want to use a wire transfer.

Mr. Brian G. Utley
February 26, 2001
Page 2

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,



Barry L. Grossman

cc: Raymond Hersh



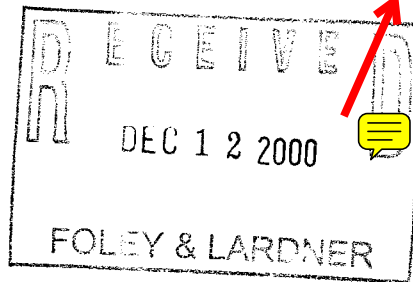


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APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
60/233,341	09/18/2000	Brian G. Utley	57103/123

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777 East Wisconsin Avenue
Firststar Center
Milwaukee, WI 53202-5367



FORMALITIES LETTER



Date Mailed: 12/04/2000

NOTICE TO FILE MISSING PARTS OF PROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(c)

Filing Date Granted

MP
RESPONSE DUE 04FE2001
DECL FEE

An application number and filing date have been accorded to this provisional application. The items indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The statutory basic filing fee is missing.
Applicant must submit \$ 150 to complete the basic filing fee and/or file a small entity statement claiming such status (37 CFR 1.27).
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$50 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 200.

A copy of this notice MUST be returned with the reply.

James Washington
Customer Service Center
Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY



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APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
60/233,341	09/18/2000	Brian G. Utley	57103/123

Foley & Lardner
777 East Wisconsin Avenue
Firstar Center
Milwaukee, WI 53202-5367



FORMALITIES LETTER



OC000000005592300

Date Mailed: 12/04/2000

NOTICE TO FILE MISSING PARTS OF PROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(c)

Filing Date Granted

An application number and filing date have been accorded to this provisional application. The items indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

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- The balance due by applicant is \$ 200.

*A copy of this notice **MUST** be returned with the reply.*

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Customer Service Center
Initial Patent Examination Division (703) 308-1202

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APPLICATION NUMBER	FILING DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	DRAWINGS	TOT CLAIMS	IND CLAIMS
60/233,341	09/18/2000		0	57103/123	7		

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777 East Wisconsin Avenue
Firststar Center
Milwaukee, WI 53202-5367

FILING RECEIPT



OC000000005592299

Date Mailed: 12/04/2000

Receipt is acknowledged of this provisional Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. **If an error is noted on this Filing Receipt, please write to the Office of Initial Patent Examination's Customer Service Center. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the PTO processes the reply to the Notice, the PTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).**

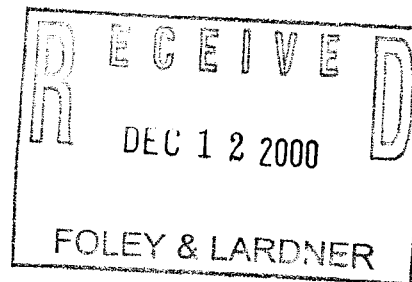
Applicant(s)

Brian G. Utley, Boca Raton, FL ;

Continuing Data as Claimed by Applicant

Foreign Applications

If Required, Foreign Filing License Granted 12/01/2000



Title

Zoom and pan imaging design tool

Preliminary Class

Data entry by : WASHINGTON, JAMES

Team : OIPE

Date: 12/04/2000



**LICENSE FOR FOREIGN FILING UNDER
Title 35, United States Code, Section 184
Title 37, Code of Federal Regulations, 5.11 & 5.15**

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The applicant has been granted a license under 35 U.S.C. 184, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" followed by a date appears on this form. Such licenses are issued in all applications where the conditions for issuance of a license have been met, regardless of whether or not a license may be required as set forth in 37 CFR 5.15. The scope and limitations of this license are set forth in 37 CFR 5.15(a) unless an earlier license has been issued under 37 CFR 5.15(b). The license is subject to revocation upon written notification. The date indicated is the effective date of the license, unless an earlier license of similar scope has been granted under 37 CFR 5.13 or 5.14.

This license is to be retained by the licensee and may be used at any time on or after the effective date thereof unless it is revoked. This license is automatically transferred to any related applications(s) filed under 36 CFR 1.53(d). This license is not retroactive.

The grant of a license does not in any way lessen the responsibility of a licensee for the security of the subject matter as imposed by any Government contract or the provisions of existing laws relating to espionage and the national security or the export of technical data. Licensees should apprise themselves of current regulations especially with respect to certain countries, of other agencies, particularly the Office of Defense Trade Controls, Department of State (with respect to Arms, Munitions and Implements of War (22 CFR 121-128)); the Office of Export Administration, Department of Commerce (15 CFR 370.10 (j)); the Office of Foreign Assets Control, Department of Treasury (31 CFR Parts 500+) and the Department of Energy.

NOT GRANTED

No license under 35 U.S.C. 184 has been granted at this time, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" DOES NOT appear on this form. Applicant may still petition for a license under 37 CFR 5.12, if a license is desired before the expiration of 6 months from the filing date of the application. If 6 months has lapsed from the filing date of this application and the licensee has not received any indication of a secrecy order under 35 U.S.C. 181, the licensee may foreign file the application pursuant to 37 CFR 5.15 (b).

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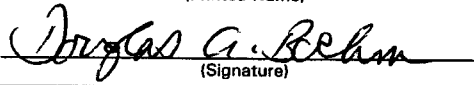
- The articles such as "a," "an" and "the" are not included as the first words in the title of an application. They are considered to be unnecessary to the understanding of the title.
- The words "new," "improved," "improvements in" or "relating to" are not included as first words in the title of an application because a patent application, by nature, is a new idea or improvement.
- The title may be truncated if it consists of more than 600 characters (letters and spaces combined).
- The docket number allows a maximum of 25 characters.
- If your application was submitted under 37 CFR 1.10, your filing date should be the "date in" found on the Express Mail label. If there is a discrepancy, you should submit a request for a corrected Filing Receipt along with a copy of the Express Mail label showing the "date in."
- The title is recorded in sentence case.

Any corrections that may need to be done to your Filing Receipt should be directed to:

Assistant Commissioner for Patents
Office of Initial Patent Examination
Customer Service Center
Washington, DC 20231

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Brian G. Utley
 Title: Zoom and Pan Imaging Design Tool
 Appl. No.: Unknown
 Filing Date: 9/18/2000
 Examiner: Unknown
 Art Unit: Unknown


CERTIFICATE OF EXPRESS MAILING	
I hereby certify that this correspondence is being deposited with the United States Postal Service's "Express Mail Post Office To Addressee" service under 37 C.F.R. § 1.10 on the date indicated below and is addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231.	
EL640465729US	9/18/00
<small>(Express Mail Label Number)</small>	<small>(Date of Deposit)</small>
Douglas A. Boehm	
<small>(Printed Name)</small>	
	
<small>(Signature)</small>	

PROVISIONAL PATENT APPLICATION
TRANSMITTAL

Assistant Commissioner for Patents
Box PROVISIONAL PATENT APPLICATION
Washington, D.C. 20231

Sir:

Transmitted herewith for filing under 37 C.F.R. § 1.53(c) is the provisional patent application of:


 Brian G. Utley
 1930 S.W. 8th Street
 Boca Raton, Florida 33486

Enclosed are:

- Specification, Claim(s), Abstract, and Figures(¹¹²~~105~~ pages).
- Assignment of the invention to lviewit.com, Inc..
- Small Entity statement.

The filing fee is calculated below:

	Rate	Fee Totals
Basic Fee	\$150.00	\$150.00
[X] Small Entity Fees Apply (subtract 1/2 of above):	=	\$75.00
TOTAL FILING FEE: =		\$75.00

- [] A check in the amount of \$75.00 to cover the filing fee is enclosed.
- [X] The required filing fees are not enclosed but will be submitted in response to the Notice to File Missing Parts of Application.
- [] The Assistant Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Assistant Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date 9/18/00

By Douglas A. Boehm

FOLEY & LARDNER
 Firststar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367
 Telephone: (414) 297-5718
 Facsimile: (414) 297-4900

Douglas A. Boehm
 Attorney for Applicant
 Registration No. 32,014

Title: Zoom and Pan Imaging Design Tool
Inventor(s): Utley
Appl. No.: Unknown

Dkt. No. 57103/123
DABO (9/18/00)

- Transmittal of Patent Application (2 pgs.); ¹¹²~~105~~
- Patent Application Specification and Figures (~~105~~ pgs.);

Assistant Commissioner for Patents:

Please acknowledge receipt of the above-identified documents by applying the U.S. Patent and Trademark Office receipt stamp hereto and mailing this card.

Respectfully,
Foley & Lardner

Title: Zoom and Pan Imaging Design Tool
Inventor(s): Utley
Appl. No.: Unknown

Dkt. No. 57103/123
DABO (9/18/00)

- Transmittal of Patent Application (2 pgs.); ¹¹²
- Patent Application Specification and Figures (~~105~~ pgs.);

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Respectfully,
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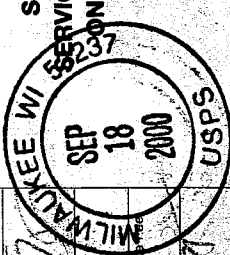
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U.S. PROVISIONAL PATENT APPLICATION

for

**ZOOM AND PAN IMAGING
DESIGN TOOL**

Inventors:



**Brian G. Utley
1930 SW 8th Street
Boca Raton, FLORIDA 33486
Citizenship: U.S.**



**FOLEY & LARDNER
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EMAIL ADDRESS
daboehm@foleylaw.com

WRITER'S DIRECT LINE
(414) 297-5718

September 22, 2000

Mr. Brian G. Utley
President & COO
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: U.S. Provisional Patent Application
Title: Zoom and Pan Imaging Using a Digital Camera
Inventor(s): Utley et al.
Our Ref.: 57103/122

U.S. Provisional Patent Application
Title: Zoom and Pan Imaging Design Tool
Inventor(s): Utley, Brian G.
Our Ref.: 57103/123

Dear Brian:

Enclosed for your information and files are copies of the above-referenced patent applications that were filed with the U.S. Patent and Trademark Office on September 18, 2000. As soon as we receive the application numbers and confirmed filing dates, we will forward this information to you.

If you have any questions regarding this application, please do not hesitate to contact me.

Very truly yours,



Douglas A. Boehm



Enclosure(s)

Boehm: Well, then, talk to Brian because we were corresponding with Brian on that, and I don't know why you weren't getting it if that was the case, and I don't know which letter went to who, blah, blah, blah, but I do know that we mentioned that we didn't understand the math, and we were up to the third draft, if I recall; and you're right, Jim, that it shouldn't have taken...it shouldn't have been last minute and you should have had time to do it. I totally agree, but I can't take total blame for that...

Bernstein: But wait a minute. Steve has fundamental errors on understanding the math, and yet we're going to file it with him having math problems?

Boehm: It's your duty to either help us to understand...

Bernstein: But then I've got a point. We did help you. We sat on the phone for an entire day, walked through this...

Boehm: The day of the filing you mean?

Bernstein: And if this math is still wrong, I mean, there's something really fundamentally wrong here.


Armstrong: Let me check it again.

Bernstein: Yeah, let us call you back in a while. Is Steve in today, too?

Armstrong: I didn't get involved until Wednesday.

Boehm: Right.

Armstrong: I'll tell you one thing, Doug, that you should do as just a matter of course going forward. Eliot being the owner of the company and the person that Brian reports to is any future email correspondence should always be copied to him. That's kind of just a standard practice we all do in the company.

Boehm: To copy? 

Armstrong: Yeah.

Boehm: Okay. I didn't know that.

Bernstein: You ask me to review and sign these patents, and you're not sending me information. What do you mean.

Armstrong: I think had we known that there was a question of validating Brian's math, Eliot would have brought me in a lot earlier.

Bernstein: I would have brought a mathematician in. I mean, this is ridiculous.

Armstrong: Yeah, I'm just a friend that's good at math, not a mathematician.

Boehm: Right, well.

Armstrong: Go to your meeting. We're going to check theis patent stats—out, and we'll talk to you letter. |

Boehm: Well, you've got to talk to Brian, too.

Armstrong: Yeah.

Bernstein: I think because I now seriously have to report a lot of things to a board of people that we're going to have to have a meeting at some point either today or Monday with a few of the key people in the company who are investors, etc., so that they understand what they are investing or not investing in.

~~Becker~~Armstrong: Don't jump to conclusions. |

Bernstein: No, I'm not, but if this is correct, we've got some fundamental things that need to be discussed.

1 training that you've had or maybe you -- you did 113

2 indicate that you had any degree in mathematics.

3 Is that something that you have some experience

4 from from some other portion of your employment

5 or background?

6 A. I have training and experience in

7 mathematics.

8 Q. I'm sorry.

9 A. I say I have training and experience

10 in mathematics.

11 Q. How about in the scaling video

12 invention; is that part of what you've already

13 described?

14 A. That is readily derived from a

15 mathematical background.

16 Q. How about the remote control video

17 applications?

18 A. That's different.

19 Q. Okay. Now going back to --

20 A. What --

21 Q. -- the patent dealing specifically

22 with remote control applications.

23 A. What I did there was I established

24 the fact that the design point that Eliot had

25 discovered in optimizing the quality of the

1 picture that would be transmitted across the
2 internet at a given speed, I identified that
3 which he had discovered by an ad hoc process; I
4 discovered the structural basis for that
5 optimization.

6 Q. Okay. So that was something that
7 was outside the scope of what he had already,
8 what Eliot had already discovered?

9 A. It really established why it worked.

10 Q. And is your name on any patent or
11 patent application with regard to that particular
12 technology?

13 A. It possibly is. I don't recall how
14 many of those my name is on since I didn't keep
15 any of those records.

16 Q. How about camera zoom applications?

17 A. Okay. How about camera zoom
18 applications?

19 Q. Is there any patent or patent
20 application dealing with camera zoom
21 applications?

22 A. Not specifically. It was, it was
23 determined that there is a correlation between
24 the zoom and pan that had been developed and what
25 is being used in cameras.

1 Q. Okay. And the correlation was for 115

2 development of future cameras or was that simply
3 an observation that was made?

4 A. It was an observation that current
5 camera technology incorporates zoom and pan
6 technology.

7 Q. Okay. How about any patent or
8 patent applications dealing with scales video or
9 zoom video imaging applications other than what
10 we've already discussed?

11 A. Without looking, and I apologize for
12 this, without looking at the specific patent
13 filings by name and number, I think, you know,
14 we're not really going to be able to get much
15 further on this discussion.

16 Q. Okay.

17 A. I don't want to put you off at all,
18 but I just want to say that to pursue a detailed
19 questioning in this specific area, I need to be
20 able to refresh my mind with what is in the
21 record.

22 Q. Okay. And are those documents that
23 you have in your possession someplace?

24 A. No.

25 Q. You don't have any of the paperwork

05707

IVIEWIT.COM PATENT STATUS REPORT

LAPSED PROVISIONAL U.S. PATENT APPLICATIONS

TITLE	OUR REF.	INVENTOR/ PATENTEE	COUNTRY	SERIAL NO./ PATENT NO.	FILED/ISSUE DATE	ASSIGNEE	REMARKS
Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	P006Z	Eliot I. Bernstein	United States	Serial No. 60/149,737	Filed 08/19/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0506	Lapsed <i>P018PCT filed based on this provisional application.</i>
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P007Z	Eliot I. Bernstein	United States	Serial No. 60/155,404	Filed 09/22/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0183	Lapsed <i>P010PCT, P011PCT, P012PCT, P016PCT and P018PCT all filed based on this provisional application.</i>
Apparatus and Method for Producing Enhanced Video Images and/or Video Files	P008Z	Eliot I. Bernstein	United States	Serial No. 60/169,559	Filed 12/08/99	Iviewit Holdings, Inc. Assigned: 01/06/00 Reel/Frame 010523/0220	Lapsed <i>P010PCT, P011PCT, P012PCT and P018PCT all filed based on this provisional application.</i>
Zoom and Pan Imaging Using a Digital Camera	P020Z	Brian Utley	United States	Serial No. 60/223,344	Filed 09/18/00	Not assigned.	Lapsed
Zoom and Pan Imaging Design Tool	P021Z	Brian Utley	United States	Serial No. 60/233,341	Filed 09/18/00	Not assigned.	Lapsed

X = not here
 ✓ = here (patent)
 ! = here (response)
 !! = here document also so

✓ = Patent
 ! = Response
 !! = Response w/ ref.

CONFIDENTIAL

VIEWIT.COM PATENT PORTFOLIO

Tab No.	F&L Dkt. No.	MLG Dkt. No.	Country (Type)	Appl. No.	Filing Date	Application Title	Inventor(s)	Assignee	No. Appl. Pgs/Shts	Priority
✓ 1	57103/102	5865-1	U.S. (Provisional)	60/125,824	3/24/1999	Apparatus and Method for Producing Enhanced Digital Images	Ellot I. Bernstein	Iviewit Holdings, Inc.	15/4	N/A
✓ 2	57103/103	5865-3	U.S. (Provisional)	60/137,297	6/3/1999	Apparatus and Method for Producing Enhanced Video Images	Ellot I. Bernstein	Iviewit Holdings, Inc.	1/0	N/A
✓ 3	57103/104	5865-4	U.S. (Provisional)	60/137,921	6/7/1999	Apparatus and Method for Playing Video Files Across the Internet	Ellot I. Bernstein	Iviewit Holdings, Inc.	1/0	N/A
✓ 4	57103/105	5865-4.1	U.S. (Provisional)	60/141,440	6/29/1999	Apparatus and Method for Providing and/or Transmitting Video Data and/or Information in a Communication Network	Ellot I. Bernstein	Iviewit Holdings, Inc.	25/2	N/A
✓ 5	57103/106	5865-6	U.S. (Provisional)	60/146,728	8/2/1999	Apparatus and Method for Producing Enhanced Digital Images	Ellot I. Bernstein	Iviewit Holdings, Inc.	10/4	N/A
✓ 6	57103/107	5865-5	U.S. (Provisional)	60/149,737	8/19/1999	Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	Ellot I. Bernstein	Iviewit Holdings, Inc.	21/4	N/A
✓ 7	57103/108	5865-7	U.S. (Provisional)	60/155,404	9/22/1999	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Ellot I. Bernstein	Iviewit Holdings, Inc.	29/4	N/A
✓ 8	57103/109	5865-8	U.S. (Provisional)	60/169,559	12/8/1999	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Ellot I. Bernstein	Iviewit Holdings, Inc.	47/5	N/A
!! 9	57103/110	5865-10	PCT (International)	PCT/US00/07772	3/23/2000	Apparatus and Method for Producing Enhanced Digital Images	Ellot I. Bernstein	Iviewit Holdings, Inc.	14/4	60/125,824

57103/110

int PCT-US000-0772

IVIEWIT.COM PATENT PORTFOLIO

Tab No.	F&L Dkt. No.	MLG Dkt. No.	Country (Type)	Appl. No.	Filing Date	Application Title	Inventor(s)	Assignee	No. Appl. Pgs/Slts	Priority
10	57103/111	N/A	PCT (International)	PCT/US00/	6/2/2000	System and Method for Streaming an Enhanced Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559
11	57103/112	N/A	PCT (International)	PCT/US00/	6/2/2000	System and Method for Providing an Enhanced Digital Video File	Bernstein, Utley, Rosario		33/3	60/137,297 60/155,404 60/169,559
12	57103/113	N/A	PCT (International)	PCT/US00/	6/2/2000	System and Method for Playing a Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559
13	57103/114	N/A	U.S. (Non-Provisional)	09/	6/5/2000	System and Method for Streaming an Enhanced Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559 57103/111PCT
14	57103/115	N/A	U.S. (Non-Provisional)	09/	6/5/2000	System and Method for Playing a Digital Video File	Bernstein, Shirajee		29/3	60/137,297 60/155,404 60/169,559 57103/113PCT
15	57103/116	N/A	U.S. (Non-Provisional)	09/	6/5/2000	System and Method for Providing an Enhanced Digital Video File	Bernstein, Utley, Rosario		33/3	60/137,297 60/155,404 60/169,559 57103/112PCT
16	57103/118	N/A	PCT (International)	PCT/US00/	6/7/2000	System and Method for Video Playback Over a Network	Bernstein, Friedstein, Utley		24/2	60/137,921 60/141,440
17	57103/119	5865-1	U.S.	09/522,721	3/10/2000	Apparatus and Method for Producing Enhanced Digital Images	Bernstein		15/4	60/152,824

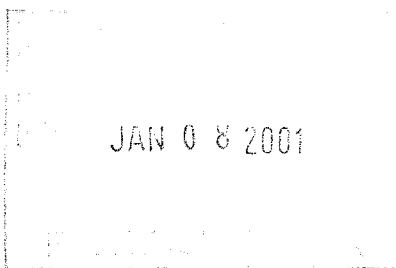


UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20503
WWW.USPTO.GOV

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
60/233,344	09/18/2000	Brian G. Utley	57103/122

Foley & Lardner
Firststar Center
777 East Wisconsin Avenue
Milwaukee, WI 53202-5367



FORMALITIES LETTER



OC000000005649704

Date Mailed: 01/03/2001

NOTICE TO FILE MISSING PARTS OF PROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(c)

MP
RESPONSE DUE 03 ME 2001
DCL/FEE

Filing Date Granted

An application number and filing date have been accorded to this provisional application. The items indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The statutory basic filing fee is missing.
Applicant must submit \$ 150 to complete the basic filing fee and/or file a small entity statement claiming such status (37 CFR 1.27).
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$50 for a non-small entity, must be submitted with the missing items identified in this letter.
- Small Entity Statement is missing.
- The balance due by applicant is \$ 200.

A copy of this notice MUST be returned with the reply.

JOSmall

Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
 UNITED STATES PATENT AND TRADEMARK OFFICE
 WASHINGTON, D.C. 20231
 www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
60/233,344	09/18/2000	Brian G. Utley	57103/122

Foley & Lardner
 Firststar Center
 777 East Wisconsin Avenue
 Milwaukee, WI 53202-5367

FORMALITIES LETTER



OC000000005649704

Date Mailed: 01/03/2001

NOTICE TO FILE MISSING PARTS OF PROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(c)

Filing Date Granted

An application number and filing date have been accorded to this provisional application. The items indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

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Applicant must submit \$ 150 to complete the basic filing fee and/or file a small entity statement claiming such status (37 CFR 1.27).
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- Small Entity Statement is missing.

- **The balance due by applicant is \$ 200.**

A copy of this notice MUST be returned with the reply.

ASmalls

 Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE

Title: Zoom and Pan Imaging Using a Digital Camera
Inventor(s): Utley et al. Dkt. No. 57103/122
Appl. No.: Unknown DABO (9/18/00)

- Transmittal of Patent Application (2 pgs.);
- Patent Application Specification and Figures (95 pgs.);

Assistant Commissioner for Patents:

Please acknowledge receipt of the above-identified documents by applying the U.S. Patent and Trademark Office receipt stamp hereto and mailing this card.

Respectfully,
Foley & Lardner



Title: Zoom and Pan Imaging Using a Digital Camera
Inventor(s): Utley et al. Dkt. No. 57103/122
Appl. No.: Unknown DABO (9/18/00)

- Transmittal of Patent Application (2 pgs.);
- Patent Application Specification and Figures (95 pgs.);

Assistant Commissioner for Patents:

Please acknowledge receipt of the above-identified documents by applying the U.S. Patent and Trademark Office receipt stamp hereto and mailing this card.

Respectfully,
Foley & Lardner

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Utley et al. ←


Title: Zoom and Pan Imaging Using a Digital Camera

Appl. No.: Unknown

Filing Date: 9/18/2000

Examiner: Unknown

Art Unit: Unknown

CERTIFICATE OF EXPRESS MAILING	
I hereby certify that this correspondence is being deposited with the United States Postal Service's "Express Mail Post Office To Addressee" service under 37 C.F.R. § 1.10 on the date indicated below and is addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231.	
EL640465732US	9/18/00
(Express Mail Label Number)	(Date of Deposit)
Douglas A. Boehm	
(Printed Name)	
	
(Signature)	

PROVISIONAL PATENT APPLICATION
TRANSMITTAL

Assistant Commissioner for Patents
Box PROVISIONAL PATENT APPLICATION
Washington, D.C. 20231

Sir:

Transmitted herewith for filing under 37 C.F.R. § 1.53(c) is the provisional patent application of:



Brian G. Utley
1930 S.W. 8th Street
Boca Raton, Florida 33486

Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, Florida 33432-6080

Enclosed are:

- Specification, Claim(s), Abstract, and Figures(95 pages).
- Assignment of the invention to lviewit.com, Inc.
- Small Entity statement.

The filing fee is calculated below:

	Rate	Fee Totals
Basic Fee	\$150.00	\$150.00
[X] Small Entity Fees Apply (subtract 1/2 of above):	=	\$75.00
TOTAL FILING FEE:		= \$75.00

- [] A check in the amount of \$75.00 to cover the filing fee is enclosed.
- [X] The required filing fees are not enclosed but will be submitted in response to the Notice to File Missing Parts of Application.
- [] The Assistant Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Assistant Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date 9/18/00

By Douglas A. Boehm

FOLEY & LARDNER
 Firstar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367
 Telephone: (414) 297-5718
 Facsimile: (414) 297-4900

Douglas A. Boehm
 Attorney for Applicant
 Registration No. 32,014



Copy



U.S. PROVISIONAL PATENT APPLICATION

for

**ZOOM AND PAN IMAGING
USING A DIGITAL CAMERA**

Inventors:

Brian G. Utley
1930 SW 8th Street
Boca Raton, FLORIDA 33486
Citizenship: U.S.

Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FLORIDA 33432
Citizenship: U.S.



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Atty. User ID:
0128
Client/Matter Code:
57103/101

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777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

FACSIMILE TRANSMISSION COVER SHEET

TO: Mr. Brian G. Utley

COMPANY NAME: Iviewit.com, Inc.

COMPANY LOCATION: Boca Raton, Florida

COMPANY PHONE NUMBER: TEL: (561) 999-8899

COMPANY FAX NUMBER: FAX: (561) 999-8810

FROM: Douglas A. Boehm

DATE: June 6, 2000

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 8

IF THERE ARE ANY PROBLEMS WITH THIS FACSIMILE TRANSMISSION, OR IF YOU HAVE NOT RECEIVED ALL OF THE PAGES, PLEASE CALL 414/297-5444.

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Brian, Here is your copy of what was just faxed to Mr. Lewis S. Meltzer.

Fax Operator: _____ Time Sent: _____

FOLEY & LARDNER

ATTORNEYS AT LAW

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Via Facsimile

WRITER'S DIRECT LINE
(414) 297-5718

June 6, 2000

Mr. Lewis S. Meltzer
Meltzer, Lippe, Goldstein & Schlissel, P.C.
190 Willis Avenue
Mineola, New York 11501

Re: Transfer of IP files for IVIEWIT.COM

Dear Mr. Meltzer:

As you may recall, I am the patent attorney at Foley & Lardner that is currently handling the Iviewit.com IP matters that were previously handled by Ray Joao of your firm.

I recently received the following correspondence from your firm: (1) the original Assignment recorded in the United States Patent and Trademark Office (USPTO) for your Docket No. 5865-8 (U.S. Provisional Patent Application No. 60/169,559); and (2) the USPTO Filing Receipt (copy attached) for your Docket No. 5865-1 for Application No. 09/522,721. Although I sincerely appreciate your firm's diligence in continuing to forward Iviewit materials to me, this latest correspondence raises some very serious issues with respect to the Iviewit.com IP matters that were supposed to have been transferred to Foley & Lardner.

I was not previously told about this U.S. Non-Provisional Application being filed (item 2 above). It does not appear in any of the correspondence previously sent to Foley & Lardner. This raises the question of exactly what was filed in the U.S. Patent and Trademark Office, since I do not have a copy of any filing papers for this application. Was a U.S. Declaration filed? What specification and claims were filed? Was an Assignment filed for this application? I must have this information in order to take over prosecution of this application.

More importantly, however, this raises the question of whether any other provisional or non-provisional applications have been filed in the United States or any other country. Both the client, Brian Utley, President of Iviewit.com, and myself have previously asked your firm to transfer all of the Iviewit.com Intellectual Property files to me. (See attached letter to you dated April 28, 2000.) When the files that were sent to me were incomplete, I sent an e-mail (copy attached) to Dawn Laffin of your firm, asking her to look for other Iviewit matters. I subsequently requested that Nicole, Ray's former secretary,

FOLEY & LARDNER

Mr. Lewis S. Meltzer

June 6, 2000

Page 2

double-check that there were no other miscellaneous files that were not on the list of applications (also attached). Now I find out that, after three or four separate requests, all of the Iviewit patent matters were not transferred to us.

I formally request that you have your firm's Docket Administration Department review all of Ray Joao's files to ensure that all of the Iviewit.com materials have been transferred to me. Please forward all letters, memorandums, faxes, e-mails, notes, CD's, disks, and other correspondence between Iviewit.com and your firm, and between any third parties and your firm on behalf of Iviewit.com. It is particularly important that I know which patent applications were filed and what correspondence was submitted to the U.S. Patent & Trademark Office before the expiration of a critical date. Otherwise, the client could possibly lose patent rights. Please confirm that the attached "Iviewit.com Patent Portfolio" table, which lists the patent applications filed for Iviewit.com by your firm, is accurate and complete.

I also request that you contact Ray Joao to confirm which applications were filed in what countries and whether or not Ray has any additional Iviewit correspondence or materials that were not transferred to Foley & Lardner.

Furthermore, the client requests that I obtain a written confirmation from both you and Ray that all files, materials, and correspondence have been transferred to Foley & Lardner.

Please confirm receipt of this facsimile and let me know that these matters will be handled promptly and appropriately.

Very truly yours,



Douglas A. Boehm

Enclosure(s)

cc: Mr. Brian Utley, Iviewit.com

FILING RECEIPT

OC000000005107016*



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

Address: ASSISTANT SECRETARY AND
COMMISSIONER OF PATENT AND TRADEMARKS
Washington, D.C. 20231

APPLICATION NUMBER	FILING DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	DRAWINGS	TOT CLAIMS	IND CLAIMS
09/522,721	03/10/2000	2722	354	5865-1	4	21	3

Raymond A Joap Esq
Meltzer Lippe Goldstein & Schlissel PC
The Chancery
190 Willis Avenue
Mineola, NY 11501

Date Mailed: 05/10/2000

Receipt is acknowledged of this nonprovisional Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please write to the Office of Initial Patent Examination's Customer Service Center. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the PTO processes the reply to the Notice, the PTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

Applicant(s)

Eliot I Bernstein, Boca Raton, FL ;

Continuing Data as Claimed by Applicant

THIS APPLN CLAIMS BENEFIT OF 60/125,824 03/24/1999

Foreign Applications

If Required, Foreign Filing License Granted 05/09/2000

**** SMALL ENTITY ****

Title

Apparatus and method for producing enhanced digital images

Preliminary Class

358

Data entry by : KING, DORIS

Team : OIPE

Date: 05/10/2000

OC000000005107016*

FOLEY & LARDNER

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VIA FACSIMILE

WRITER'S DIRECT LINE
(414) 297-5718

April 28, 2000

Mr. Lewis S. Meltzer
Meltzer, Lippe, Goldstein & Schlissel, P.C.
190 Willis Avenue
Mineola, New York 11501

Re: Transfer of IP files for IVIEWIT.COM

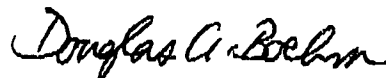
Dear Mr. Meltzer:

As you are aware, Mr. Brian Utley, President of IVIEWIT.COM, LLC, has requested in a previous letter that all Intellectual Property files for IVIEWIT.COM be transferred from Meltzer, Lippe to Foley & Lardner. Please have the files forwarded to me at the above address as soon as possible. Upon receipt of the IVIEWIT.COM files, Foley & Lardner will be responsible for taking action in these matters.

These Intellectual Property files include the eight provisional patent application matters listed on the attached sheet, as well as any other Intellectual Property matters that may be missing from this list. Furthermore, I would sincerely appreciate it if you could include copies on disk of the electronic word processing files for these matters, so the eight patent applications won't have to be retyped. Any electronic word processor format will suffice.

Of course, if any questions or problems arise, please do not hesitate to contact me. I thank you in advance for your cooperation.

Very truly yours,



Douglas A. Boehm

Attachment

cc: Ms. Nicole Pinou, Meltzer, Lippe
Mr. Brian Utley, IVIEWIT.COM

EXHIBIT A

Patent Applications

Docket No.	Serial No.	Title	Date Filed	Date Assigned
5865-1	60/125,824	Apparatus and method for producing enhanced digital images	March 24, 1999	August 5, 1999
✓ 5865-3	60/137,297	Apparatus and method for producing enhanced video images	June 3, 1999	August 5, 1999
✓ 5865-4	60/137,291	Apparatus and method for playing video files across the Internet	June 7, 1999	August 5, 1999
✓ 5865-4.1	60/141,440	Apparatus and method for providing and/or for transmitting video data and/or information in a communication network	June 29, 1999	Not Filed
✓ 5865-5	60/149,737	Apparatus and method for producing enhanced digital images and/or digital video files	August 19, 1999	Not Filed
✓ 5865-6	60,146,726	Apparatus and method for producing enhanced digital images	August 2, 1999	Not Filed
✓ 5865-7	60/155,404	Apparatus and method for producing enhanced video images and/or video files	September 22, 1999	Not Filed
✓ 5865-8	60/169,559	Apparatus and method for producing enhanced video images and/or video files	December 8, 1999	Not Filed

Boehm, Douglas A.

From: Boehm, Douglas A.
Sent: Tuesday, May 09, 2000 5:28 PM
To: 'dlaffin@mig.com'
Subject: lviewit.com Files

Dawn --

As I mentioned on the telephone this afternoon, I received your Federal Express package this morning containing the Meltzer, Lippe files for lviewit.com. The package contained 7 folders corresponding to your docket numbers 5865-1,3,4,4.1,5,6, and 7. However, the file folder for your docket no. 5865-8 is missing. Furthermore, not all of the paperwork for the PCT application (your docket no. 5865-10) was included in the first file 5865-1 (which is the PCT's parent case). Is there a 5865-10 file also?

During our phone conversation, you agreed to review your docket and files for 5865-8, 5865-10, and any other 5865 matters for lviewit.com tomorrow, and forward these files to me right away.

Thanks for your assistance.

--Doug

*Douglas A. Boehm
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Tel: (414)297-5718
Fax:(414)297-4900
Email: daboehm@foleylaw.com*

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IVIEWIT.COM PATENT PORTFOLIO

CONFIDENTIAL

Ref. No.	F&L Dkt. No.	MLG Dkt. No.	Country (Type)	Appl. No.	Filing Date	Application Title	Inventor(s)	Assignee	No. Appl. Pgs/Shts	Comments
1	57103/102	5865-1	U.S. (Provisional)	60/125,824	3/24/1999	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	15/4	
2	57103/103	5865-3	U.S. (Provisional)	60/137,297	6/03/1999	Apparatus and Method for Producing Enhanced Video Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	1/0	
3	57103/104	5865-4	U.S. (Provisional)	60/137,921	6/07/1999	Apparatus and Method for Playing Video Files Across the Internet	Eliot I. Bernstein	Iviewit Holdings, Inc.	1/0	
4	57103/105	5865-4.1	U.S. (Provisional)	60/141,440	6/29/1999	Apparatus and Method for Providing and/or Transmitting Video Data and/or Information in a Communication Network	Eliot I. Bernstein	Iviewit Holdings, Inc.	25/2	
5	57103/106	5865-6	U.S. (Provisional)	60/146,726	8/02/1999	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein	Iviewit Holdings, Inc.	18/4	
6	57103/107	5865-5	U.S. (Provisional)	60/149,737	8/19/1999	Apparatus and Method for Producing Enhanced Digital Images and/or Digital Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	21/4	
7	57103/108	5865-7	U.S. (Provisional)	60/155,404	9/22/1999	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	29/4	
8	57103/109	5865-8	U.S. (Provisional)	60/169,559	12/08/1999	Apparatus and Method for Producing Enhanced Video Images and/or Video Files	Eliot I. Bernstein	Iviewit Holdings, Inc.	47/5	
9	57103/110	5865-10	PCT (International)	PCT/US00/07772	3/23/2000	Apparatus and Method for Producing Enhanced Digital Images	Eliot I. Bernstein		14/4	Claims Priority to 60/125,824 3/24/99 (1/02)

001.772087.3

Foley & Lardner

6/06/2000

516.747.0653

3/9/2000

Guidance
BIN 1 2 F101

Ray Joao

Ray, there are major missing items in docket's 1 + 6:

1. Claims do not reference stitching
2. Process is ammended as shown on the diagram
3. The relationship between the enhanced digital image and the zoom and pan function together with controls is not clear
4. The description and claims stop at the production and loading of the image.

5. Object model Brian

Becker, Steven C.


*Have you
ever filled all
your good books*


From: Becker, Steven C.
Sent: Monday, July 24, 2000 4:44 PM
To: Eliot I. Bernstein (E-mail); Brian G. Utley (E-mail)
Cc: Boehm, Douglas A.
Subject: PCT Patent Application for "Zoom and Pan" Imaging

Re: PCT Patent Application for System and Method for Providing an
Enhanced Digital Image File
Inventor: Bernstein
Our Ref. No.: 57103/120

Brian:

During our brief telephone conversation today, you provided a few comments in response to my letter to you dated July 21, 2000. These comments were based on your review of the prior provisional applications, and are summarized below.

1. The step of "enlarging" is not essential for all embodiments of the invention.
2. The aspects of zooming and panning, and the function of the applet must be described in greater detail. 
3. The disclosure relating to acquiring a photograph of a film video should be removed. However, the disclosure relating to processing one frame of a video according to the process steps of the invention should be retained.
4. In the provisional patent application having our reference number 57103/108, the flowchart in FIG. 2A does not match the corresponding description in the specification. Correction is needed.
5. Again, in the application for 57103/108, the claims in their current form may not be of the proper scope and should be revised.
6. You commented that the prior-filed PCT applications relating to enhanced video files did not specifically mention potential applications in radiographic images, X-rays, MRIs, etc. Regardless of whether these specific applications are supported, additional subject matter cannot be introduced to the prior-filed PCT applications unless additional patent applications are filed. Please advise if you would like us to file patent applications directed to these specific applications. *IMAGE/and a video that we will process*

Opposite of what Wakely says
We discussed the possibility that the provisional applications currently on file may not provide sufficient disclosure to support all of the claims we may eventually want to file in the PCT patent application we are currently preparing, and therefore, the sale of images using this process in September, 1999 may bar patentability in some foreign countries. You instructed us to proceed with the PCT filing to preserve whichever foreign filing rights are available. 

Accordingly, comments 1-5 will be incorporated in the above-referenced PCT patent application. If you have any further questions or comments, please do not hesitate to contact me.

Steve Becker
Foley & Lardner
(414)297-5571

They may oppose on tape

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CORRECTED VERSION - CORRECTED ON 5/14/2003
Transcription of Telephone Conference
Conducted July 31, 2000

Participants:

Simon Bernstein, Eliot Bernstein, Maurice Buchsbaum,
Brian Utley, Doug Boehm, Chris Wheeler

Note: Square brackets [] are used to indicate inaudible or indecipherable text. Text found inside brackets indicates transcriptionist's best guess. Since speaker names are not specifically identified, transcriptionist has made an attempt to identify based upon comments made in conversation but cannot guarantee that each speaker has been accurately identified. Note also that this recording has numerous instances of participants speaking at once or carrying on simultaneous side conversations that make it difficult to follow and transcribe the entire line of discussion.

Utley: <begins midstream>...status of the original digital image filings, and basically the fact that the original filings do not cover the full subject matter of the imaging technology; and to wit, one of the omissions, in particular in reading the claims section of the provisional and the formal filing, relates to the zooming and panning capability that is inherent in the technology. This has become a topic due to the fact that we are currently in the second phase of filing imaging patent protection which is driven by the provisionals that were filed later last year, between August and December of last year. So the concern that were expressed by Eliot in reviewing this is that this omission of the zooming and panning capability was attributable to a failure, for whatever reason, on the part of Ray Joao, the patent attorney of record, in constructing and putting together the provisional and formal filing<tape cuts out here> did I say it is that right Eliot

E Bernstein I believe so

Utley Is that your understanding

E Bernstein Correct

Utley The purpose of this meeting is to review the facts and I think there are two particular points that are ...that are important to moving ahead. The first is: "Given that the filings are what they are, and given what we know about the filing which is scheduled to take place this week on Wednesday, what means do we have to correct the situation; and given whatever corrections we find, what then is the impact or exposure to iviewit based upon what actions we can take. Then, lastly, what, if any, recourse might iviewit have vi sa vi the omissions in the original filings Are there any other issues, Doug?


Bernstein: Yeah, just correcting back to Ray Joao's work of the formal filing that he filed. Do we have a copy of that?

57103/115

UNITED STATES PATENT APPLICATION

for

**SYSTEM AND METHOD FOR
PLAYING A DIGITAL VIDEO FILE**



Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Zakirul A. Shirajee
9485 Boca Cove Circle
#708
Boca Raton, FL 33428
Citizenship: Bangladesh

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

TITLE OF THE INVENTION

SYSTEM AND METHOD FOR PLAYING
A DIGITAL VIDEO FILE

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional
Application No. 60/137,297, filed June 3, 1999, U.S. Provisional
Application No. 60/155,404, filed September 22, 1999, U.S.
5 Provisional Application No. 60/169,559, filed December 8, 1999 and
PCT International Application No. _____, filed June 2, 2000.

FIELD OF THE INVENTION

The present invention relates generally to video
imaging. More specifically, the present invention relates to a system
10 and method for providing high quality digital video files for streaming
across a network.

BACKGROUND OF THE INVENTION

Streaming video is a technique by which video is played
in real time as it is downloaded over the Internet, as opposed to
15 storing it in a local file first. A video player decompresses and plays
the data as it is transferred to a user computer over the World-Wide
Web. Streaming video avoids the delay entailed in downloading an
entire file and then playing it with a plug-in application. Streaming
video requires a communications connection (e.g., a network,
20 Internet, etc.) and a computer powerful enough to execute the
decompression algorithm in real time.



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
 UNITED STATES PATENT AND TRADEMARK OFFICE
 WASHINGTON, D.C. 20231
 www.uspto.gov



Bib Data Sheet

SERIAL NUMBER 09/587,026	FILING DATE 06/05/2000 RULE -	CLASS 707	GROUP ART UNIT 2771	ATTORNEY DOCKET NO. 57103/115
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APPLICANTS

Eliot I. Bernstein, Boca Raton, FL ;
 Zakirul A. Shirajee, Baco Raton, FL ;

**** CONTINUING DATA *******

THIS APPLN CLAIMS BENEFIT OF 60/137,297 06/03/1999
 WHICH CLAIMS BENEFIT OF 60/155,404 09/22/1999
 WHICH CLAIMS BENEFIT OF 60/169,559 12/08/1999

**** FOREIGN APPLICATIONS *******

IF REQUIRED, FOREIGN FILING LICENSE GRANTED ** 08/04/2000

**** SMALL ENTITY ****

Foreign Priority claimed <input type="checkbox"/> yes <input type="checkbox"/> no	35 USC 119 (a-d) conditions met <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> Met after Allowance	Verified and Acknowledged Examiner's Signature _____ Initials _____	STATE OR COUNTRY FL	SHEETS DRAWING 3	TOTAL CLAIMS 26	INDEPENDENT CLAIMS 3
--	--	--	-------------------------------	----------------------------	---------------------------	--------------------------------

ADDRESS

Steven C Becker
 Foley & Lardner
 Firststar Center
 777 East Wisconsin Avenue
 Milwaukee , WI 53202-5367

TITLE

System and method for playing a digital video file

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 Applicant: Bernstein et al.
 Filing Date: _____
 Title: System and Method for
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- Small Entity Statement
- Assignment/Fee & Form PTO No. 157
- Trademark Application
- Form PTO No. 1449 & cited references
- Application Transmittal

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FFR 9	<u>05 MR 2001</u>
FFR 11	<u>05 MY 2001</u>
FFD	<u>05 JE 2001</u>
INITIALS	<u>K</u> DATE <u>6/9/00</u>

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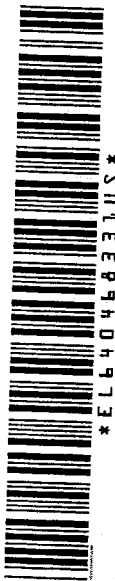
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Steven C. Becker
57103/115

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bernstein et al.
Title: System And Method For Playing
A Digital Video File
Appl. No.: Unknown
Filing Date: Unknown
Examiner: Unknown
Art Unit: Unknown

CERTIFICATE OF EXPRESS MAILING	
I hereby certify that this correspondence is being deposited with the United States Postal Service's "Express Mail Post Office To Addressee" service under 37 C.F.R. § 1.10 on the date indicated below and is addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231	
EL640468331US (Express Mail Label Number)	June 5, 2000 (Date of Deposit)
Shirley Miksa (Printed Name)	
<i>Shirley Miksa</i> (Signature)	

UTILITY PATENT APPLICATION
TRANSMITTAL

Assistant Commissioner for Patents
Box PATENT APPLICATION
Washington, D.C. 20231

Sir:

Transmitted herewith for filing under 37 C.F.R. § 1.53(b) is the nonprovisional utility patent application of:

Eliot I. Bernstein
Zakirul A. Shirajee



Enclosed are:

- [X] Specification, Claim(s), and Abstract (29 pages).
- [X] Informal drawings (3 sheets, Figures 1-3).
- [X] Unexecuted Declaration and Power of Attorney (4 pages).
- [] Assignment of the invention to lviewit.com, Inc..
- [] Assignment Recordation Cover Sheet.
- [] Check in the amount of \$40.00 for Assignment recordation.
- [] Small Entity statement.
- [] Information Disclosure Statement.
- [] Form PTO-1449 with copies of ___ listed reference(s).

The filing fee is calculated below:

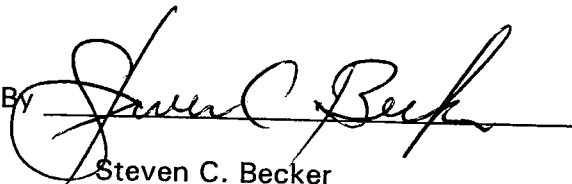
	Claims as Filed	Included in Basic Fee	Extra Claims	Rate	Fee Totals
Basic Fee				\$690.00	\$690.00
Total Claims:	26	- 20	= 6	x \$18.00	= \$108.00
Independents:	3	- 3	= 0	x \$78.00	= \$0.00
If any Multiple Dependent Claim(s) present:				+ \$260.00	= \$0.00
				SUBTOTAL:	= \$798.00
[] Small Entity Fees Apply (subtract 1/2 of above):					= \$0.00
				TOTAL FILING FEE:	= \$798.00

- [] A check in the amount of \$798.00 to cover the filing fee is enclosed.
- [X] The required filing fees are not enclosed but will be submitted in response to the Notice to File Missing Parts of Application.
- [] The Assistant Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Assistant Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date 6/5/00

By 
 Steven C. Becker
 Attorney for Applicant
 Registration No. 42,308

FOLEY & LARDNER
 Firstar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367
 Telephone: (414) 297-5571
 Facsimile: (414) 297-4900

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

System And Method For Playing A Digital Video File

(Attorney Docket No. 57103/115)

the specification of which (check one)

 X is attached hereto.

 was filed on _____ as United States Application Number or PCT International Application Number _____ and was amended on _____ (if applicable).

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

THAT I do not know and do not believe that the same invention was first patented or made the subject of an inventor's certificate that issued in any country foreign to the United States of America before the filing date of this United States application if the foreign application was filed by me (us), or by my (our) legal representatives or assigns, more than twelve months (six months for design patents) prior to the filing date of this United States application;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I believe that the above-identified specification contains a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention, and sets forth the best mode contemplated by me of carrying out the invention; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed?	Certified Copy Attached?

I HEREBY CLAIM the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date

I HEREBY CLAIM the benefit under Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number

I HEREBY APPOINT the following registered attorneys and agents of the law firm of FOLEY & LARDNER to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, and to transact all business in the United States Patent and Trademark Office connected therewith:

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603

JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
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JAMES G. MORROW	Reg. No. 32,505
RICHARD B. O'PLANICK	Reg. No. 29,096
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

and I request that all correspondence be directed to:

Steven C. Becker
FOLEY & LARDNER
Firstar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

Telephone: (414) 297-5571
Facsimile: (414) 297-4900

I UNDERSTAND AND AGREE THAT the foregoing attorneys and agents appointed by me to prosecute this application do not personally represent me or my legal interests, but instead represent the interests of the legal owner(s) of the invention described in this application.

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name of first inventor

Eliot I. Bernstein

Residence

Boca Raton, Florida

Citizenship

USA

Post Office Address

500 S.E. Mizner Boulevard, Boca Raton, Florida 33432-6080

→ Inventor's signature

→ Date

Name of second inventor

Zakirul A. Shirajee

Residence


Boca Raton, Florida

Citizenship

Bangladesh

Post Office Address

9485 Boca Cove Circle, #708, Boca Raton, Florida
33428

 Inventor's signature

 Date

57103/115

UNITED STATES PATENT APPLICATION

for

**SYSTEM AND METHOD FOR
PLAYING A DIGITAL VIDEO FILE**

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Zakirul A. Shirajee
9485 Boca Cove Circle
#708
Boca Raton, FL 33428
Citizenship: Bangladesh

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

TITLE OF THE INVENTION

SYSTEM AND METHOD FOR PLAYING
A DIGITAL VIDEO FILE

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional
Application No. 60/137,297, filed June 3, 1999, U.S. Provisional
Application No. 60/155,404, filed September 22, 1999, U.S.
5 Provisional Application No. 60/169,559, filed December 8, 1999 and
PCT International Application No. _____, filed June 2, 2000.

FIELD OF THE INVENTION

The present invention relates generally to video
imaging. More specifically, the present invention relates to a system
10 and method for providing high quality digital video files for streaming
across a network.

BACKGROUND OF THE INVENTION

Streaming video is a technique by which video is played
in real time as it is downloaded over the Internet, as opposed to
15 storing it in a local file first. A video player decompresses and plays
the data as it is transferred to a user computer over the World-Wide
Web. Streaming video avoids the delay entailed in downloading an
entire file and then playing it with a plug-in application. Streaming
video requires a communications connection (e.g., a network,
20 Internet, etc.) and a computer powerful enough to execute the
decompression algorithm in real time.

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5387
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
sbecker@foleylaw.com

WRITER'S DIRECT LINE
(414) 297-5571

July 27, 2000

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: U.S. Patent Application
Title: System And Method For Playing A Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/115

Dear Brian:

Enclosed please find the final draft of the above-referenced patent application which was filed with the U. S. Patent and Trademark Office on June 5, 2000 as Application No. 09/587,026. I have also enclosed various formal papers which require the inventors' signatures.

Please have the inventors thoroughly read the patent application, including the specification, claims, and drawings, to ensure that it provides an accurate and complete description of the invention. The written description should be sufficiently complete to enable someone of ordinary skill in the art to make and use the invention. The application must describe the "best mode" contemplated by the inventors for carrying out the invention, i.e., in order to obtain a valid patent, no important details about the preferred embodiment of the invention can be withheld as a trade secret. If, after review of the application, the inventors find that anything in the application is incomplete, inaccurate, untrue, or possibly misleading, please contact me immediately so we can discuss the matter. If any typographical, grammatical, or other minor formal errors are found, please have them noted in a separate memo to me such that I can correct them by amendment at a later date.

If everything appears to be in order, please have the inventors read, sign, and date the Declaration and Power of Attorney form at the colored tags. By executing this document, they will be verifying the originality of their invention and acknowledging their duty to disclose to the U.S. Patent and Trademark Office any information of which they are

ESTABLISHED 1842

A MEMBER OF GLOBALLEX WITH MEMBER OFFICES IN BERLIN, BRUSSELS, DRESDEN, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND STUTTGART

Mr. Brian G. Utley
July 27, 2000
Page 2

aware that could be material to the examination of the application. Material information could include patents, brochures and other publications (including those authored by a competitor, inventor, or co-worker), published industry standards, as well as information on possible prior uses of the invention, prior sales or offers to sell the invention, prior knowledge of the invention by others, prior invention by another, inventorship conflicts, and the like. This duty of disclosure is an important requirement of the law, and continues throughout the entire prosecution of the patent application until the application issues as a patent. Note that the Declaration is signed under penalty of perjury, so careful consideration should be paid to its contents before signing.

Each inventor should also read, sign, and date the enclosed Assignment and Agreement, which must be executed in the presence of a Notary Public. By executing the Assignment, they will be acknowledging their obligation to Iviewit Holdings, Inc. by assigning all their rights in the invention to the company.

After the inventors execute the formal papers, please return the fully executed documents to me as soon as possible. You may keep the copy of the patent application for your records.

Now that the patent application is on file, any device covered by the claims of the application may be marked "Patent Applied For" or "Patent Pending" or an abbreviation thereof. This "Patent Pending" marking is not mandatory, as it only serves as a cautionary warning to would-be competitors that the device may be subject to patent protection in the future. However, this marking should be continued only as long as the application is still pending in the United States Patent and Trademark Office. If the application issues as a patent, the appropriate patent number should replace this marking. If the application should become abandoned and this is the only application pertinent to the device, then the marking should be eliminated entirely.

If you have any questions regarding any of the above, please do not hesitate to contact me.



Very truly yours,

Doug Boehm
Douglas A. Boehm

Enclosure(s)

FORMALITIES LETTER

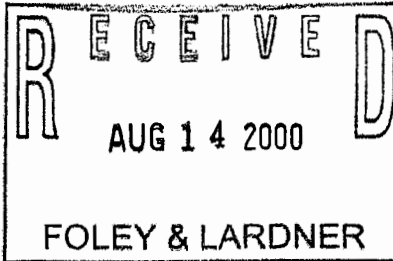


OC00000005299294

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark OfficeAddress: COMMISSIONER OF PATENT AND TRADEMARKS
Washington, D.C. 20231

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/587,026	06/05/2000	Eliot I. Bernstein	57103/115

Steven C Becker
Foley & Lardner
Firstar Center
777 East Wisconsin Avenue
Milwaukee, WI 53202-5367



Date Mailed: 08/04/2000

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The statutory basic filing fee is missing.
Applicant must submit \$ 690 to complete the basic filing fee and/or file a small entity statement claiming such status (37 CFR 1.27).
- Total additional claim fee(s) for this application is \$108.
 - \$108 for 6 total claims over 20.
- The oath or declaration is unsigned.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 928.

A copy of this notice MUST be returned with the reply.

D. Bell FY
Customer Service Center
Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE

**NOTICE
MISSING PARTS**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bernstein et al.
Title: System and Method for Playing a Digital Video File
Appl. No.: 09/587,026
Filing Date: 6/05/2000
Examiner: N/A
Art Unit: 2771

CERTIFICATE OF MAILING I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on the date below. <u>Karen Meier</u> (Printed Name) <u><i>Karen Meier</i></u> (Signature) <u>October 3, 2000</u> (Date of Deposit)
--

TRANSMITTAL OF MISSING PARTS
OF PATENT APPLICATION




Commissioner for Patents
Washington, D.C. 20231

Attn: BOX MISSING PARTS

Sir:

In response to the Notice to File Missing Parts of Application mailed on August 4, 2000, in the above-identified application, transmitted herewith are the missing parts needed to complete the filing of the subject patent application.

-  Declaration and Power of Attorney (4 pages) enclosed
- Copy of Notice to File Missing Parts (Part 2 of Form PTO-1533)
- Applicant is entitled to Small Entity status
- Check in the amount of \$474.00 in payment of \$355.00 Basic filing fee, \$54.00 additional total claims fee, \$65.00 late filing fee (37 C.F.R. § 1.16(e)) enclosed
- Please charge Deposit Account No. 06-1447 in the amount of in payment of surcharge fee (37 C.F.R. § 1.16(e))

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

System And Method For Playing A Digital Video File

(Attorney Docket No. 57103/115)

the specification of which (check one)

 is attached hereto.

 x was filed on June 5, 2000 as United States Application Number 09/587,026.

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

THAT I do not know and do not believe that the same invention was first patented or made the subject of an inventor's certificate that issued in any country foreign to the United States of America before the filing date of this United States application if the foreign application was filed by me (us), or by my (our) legal representatives or assigns, more than twelve months (six months for design patents) prior to the filing date of this United States application;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I believe that the above-identified specification contains a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention, and sets forth the best mode contemplated by me of carrying out the invention; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed?	Certified Copy Attached?

I HEREBY CLAIM the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date
60/137,297	June 3, 1999
60/155,404	September 22, 1999
60/169,559	December 8, 1999

I HEREBY CLAIM the benefit under Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number
	PCT/US00/15406	June 2, 2000	

I HEREBY APPOINT the following registered attorneys and agents of the law firm of FOLEY & LARDNER to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, and to transact all business in the United States Patent and Trademark Office connected therewith:

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603

JOHN C. COOPER III	Reg. No.	26,416
JEFFREY N. COSTAKOS	Reg. No.	34,144
WILLIAM J. DICK	Reg. No.	22,205
BARRY L. GROSSMAN	Reg. No.	30,844
PAUL S. HUNTER	Reg. No.	44,787
KATHERINE D. LEE	Reg. No.	44,865
KEITH D. LINDENBAUM	Reg. No.	40,365
DAVID G. LUETTGEN	Reg. No.	39,282
RICHARD J. MC KENNA	Reg. No.	35,610
JAMES G. MORROW	Reg. No.	32,505
TODD A. RATHE	Reg. No.	38,276
MICHAEL D. RECHTIN	Reg. No.	30,128
CHRISTOPHER M. TUROSKI	Reg. No.	44,456
JAMES A. WILKE	Reg. No.	34,279
JOSEPH N. ZIEBERT	Reg. No.	35,421
WALTER E. ZIMMERMAN	Reg. No.	40,883

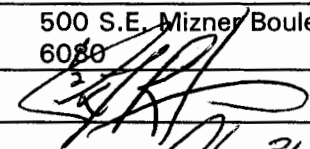
and I request that all correspondence be directed to:

Steven C. Becker
 FOLEY & LARDNER
 Firststar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367

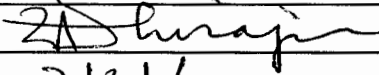

Telephone: (414) 297-5571
 Facsimile: (414) 297-4900

I UNDERSTAND AND AGREE THAT the foregoing attorneys and agents appointed by me to prosecute this application do not personally represent me or my legal interests, but instead represent the interests of the legal owner(s) of the invention described in this application.

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

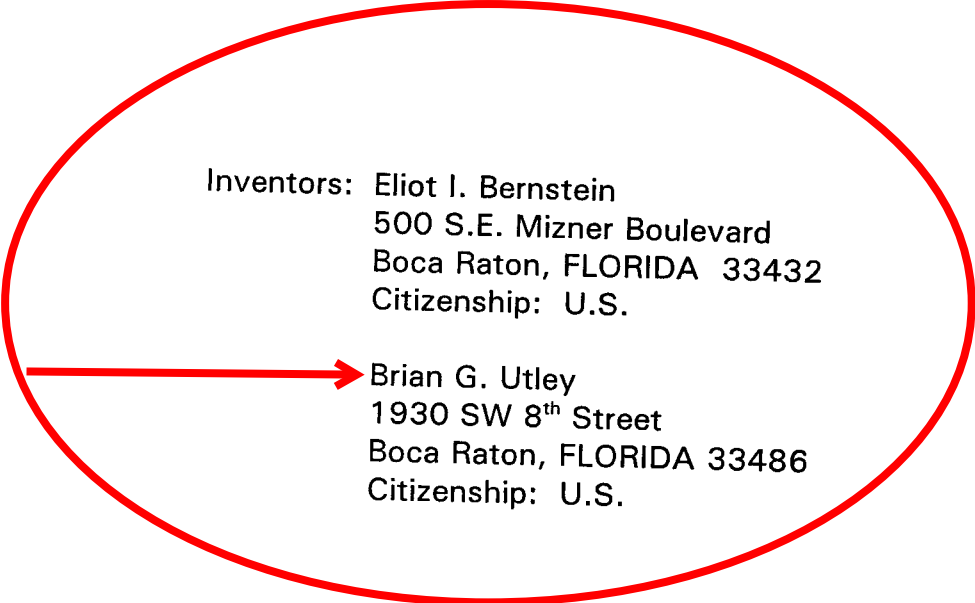
Name of first inventor	Eliot I. Bernstein
Residence	Boca Raton, Florida
Citizenship	USA
Post Office Address	500 S.E. Mizner Boulevard, Boca Raton, Florida 33432-6050
Inventor's signature	
Date	July 31, 2000



Name of second inventor	Zakirul A. Shirajee
Residence	Boca Raton, Florida
Citizenship	Bangladesh
Post Office Address	9485 Boca Cove Circle, #708, Boca Raton, Florida 33428
Inventor's signature	
 Date	7/31/00

U.S. PATENT APPLICATION
for
SYSTEM AND METHOD FOR PROVIDING AN
ENHANCED DIGITAL IMAGE FILE

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FLORIDA 33432
Citizenship: U.S.



Brian G. Utley
1930 SW 8th Street
Boca Raton, FLORIDA 33486
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

**SYSTEM AND METHOD FOR PROVIDING AN
ENHANCED DIGITAL IMAGE FILE**

CROSS-REFERENCE TO RELATED APPLICATIONS

The present application is a continuation-in-part of U.S. Patent Application No. 09/522,721, filed March 10, 2000, which claims the benefit of priority from U.S. Provisional Application No. 5 60/125,824, filed March 24, 1999. The present application also claims the benefit of priority from U.S. Provisional Application Nos. 60/146,726, filed August 2, 1999, 60/149,737, filed August 19, 1999, 60/155,404, filed September 22, 1999, and 60/169,559, filed December 8, 1999.

10 FIELD OF THE INVENTION

The present invention is directed to a system and a method for producing enhanced digital images and, in particular, to a system and a method for producing enhanced digital images having improved resolution for zooming and/or panning within a single file.

15 BACKGROUND OF THE INVENTION

In the field of digital imaging, the primary design challenge is that the viewer desires ideal image quality delivered to the viewer's display system. In a limited-bandwidth network, such as the Internet, it is important to transfer the image data in a 20 reasonable amount of time. However, ideal image quality requires an enormous amount of digital data. Today's networks are not capable of transferring an ideal digital image in a reasonable time.

It is known that one can view a digital image on a display screen and "zoom" (i.e., magnify a portion of an image and



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/630,939	08/02/2000	Eliot I. Berstein	57103/121

Douglas A Boehm
Foley & Lardner
Firstar Cneter
777 East Wisconsin Avenue
Milwaukee, WI 53202-5367



FORMALITIES LETTER



OC00000005438065

Date Mailed: 09/29/2000

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

MP
RESPONSE DUE 29 NOV 2000
DCL/FEE

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is unsigned.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 130.

A copy of this notice MUST be returned with the reply.

Kim Duncan

Customer Service Center
Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/630,939	08/02/2000	Eliot I. Berstein	57103/121

Douglas A Boehm
Foley & Lardner
Firststar Cneter
777 East Wisconsin Avenue
Milwaukee, WI 53202-5367

FORMALITIES LETTER



OC00000005438065

Date Mailed: 09/29/2000

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- • The oath or declaration is unsigned.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 130.

*A copy of this notice **MUST** be returned with the reply.*

Kim Duncan

Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING DATE	GRP ART UNIT	FIL FEE REC'D	ATTY. DOCKET NO	DRAWINGS	TOT CLAIMS	IND CLAIMS
09/630,939	08/02/2000	2722	906 5888	57103/121	7	32	3

Douglas A Boehm
Foley & Lardner
Fistar Cneter
777 East Wisconsin Avenue
Milwaukee, WI 53202-5367

FILING RECEIPT

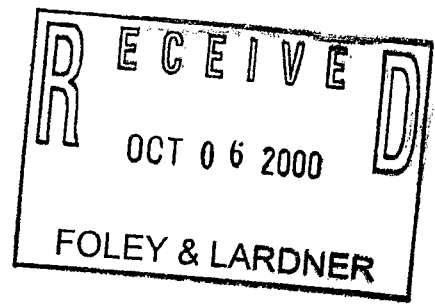


Date Mailed: 09/29/2000

Receipt is acknowledged of this nonprovisional Patent Application. It will be considered in its order and you will be notified as to the results of the examination. Be sure to provide the U.S. APPLICATION NUMBER, FILING DATE, NAME OF APPLICANT, and TITLE OF INVENTION when inquiring about this application. Fees transmitted by check or draft are subject to collection. Please verify the accuracy of the data presented on this receipt. If an error is noted on this Filing Receipt, please write to the Office of Initial Patent Examination's Customer Service Center. Please provide a copy of this Filing Receipt with the changes noted thereon. If you received a "Notice to File Missing Parts" for this application, please submit any corrections to this Filing Receipt with your reply to the Notice. When the PTO processes the reply to the Notice, the PTO will generate another Filing Receipt incorporating the requested corrections (if appropriate).

Applicant(s)

Eliot I. Berstein, Boca Roton, FL ;
Brian G. Utley, Boca (Rotan) FL ;



Continuing Data as Claimed by Applicant

Foreign Applications

If Required, Foreign Filing License Granted 09/28/2000

Title

System and method for providing an enhanced digital image file

Preliminary Class

358

Data entry by : DUNCAN, KIMBERELY Team : OIPE Date: 09/29/2000



**LICENSE FOR FOREIGN FILING UNDER
Title 35, United States Code, Section 184
Title 37, Code of Federal Regulations, 5.11 & 5.15**

GRANTED

The applicant has been granted a license under 35 U.S.C. 184, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" followed by a date appears on this form. Such licenses are issued in all applications where the conditions for issuance of a license have been met, regardless of whether or not a license may be required as set forth in 37 CFR 5.15. The scope and limitations of this license are set forth in 37 CFR 5.15(a) unless an earlier license has been issued under 37 CFR 5.15(b). The license is subject to revocation upon written notification. The date indicated is the effective date of the license, unless an earlier license of similar scope has been granted under 37 CFR 5.13 or 5.14.

This license is to be retained by the licensee and may be used at any time on or after the effective date thereof unless it is revoked. This license is automatically transferred to any related applications(s) filed under 36 CFR 1.53(d). This license is not retroactive.

The grant of a license does not in any way lessen the responsibility of a licensee for the security of the subject matter as imposed by any Government contract or the provisions of existing laws relating to espionage and the national security or the export of technical data. Licensees should apprise themselves of current regulations especially with respect to certain countries, of other agencies, particularly the Office of Defense Trade Controls, Department of State (with respect to Arms, Munitions and Implements of War (22 CFR 121-128)); the Office of Export Administration, Department of Commerce (15 CFR 370.10 (j)); the Office of Foreign Assets Control, Department of Treasury (31 CFR Parts 500+) and the Department of Energy.

NOT GRANTED

No license under 35 U.S.C. 184 has been granted at this time, if the phrase "IF REQUIRED, FOREIGN FILING LICENSE GRANTED" DOES NOT appear on this form. Applicant may still petition for a license under 37 CFR 5.12, if a license is desired before the expiration of 6 months from the filing date of the application. If 6 months has lapsed from the filing date of this application and the licensee has not received any indication of a secrecy order under 35 U.S.C. 181, the licensee may foreign file the application pursuant to 37 CFR 5.15(b).

PLEASE NOTE the following information about the Filing Receipt:

- The articles such as "a," "an" and "the" are not included as the first words in the title of an application. They are considered to be unnecessary to the understanding of the title.
- The words "new," "improved," "improvements in" or "relating to" are not included as first words in the title of an application because a patent application, by nature, is a new idea or improvement.
- The title may be truncated if it consists of more than 600 characters (letters and spaces combined).
- The docket number allows a maximum of 25 characters.
- If your application was submitted under 37 CFR 1.10, your filing date should be the "date in" found on the Express Mail label. If there is a discrepancy, you should submit a request for a corrected Filing Receipt along with a copy of the Express Mail label showing the "date in."
- The title is recorded in sentence case.

Any corrections that may need to be done to your Filing Receipt should be directed to:

Assistant Commissioner for Patents
Office of Initial Patent Examination
Customer Service Center
Washington, DC 20231

Title: System and Method for Providing an Enhanced Digital Image File
 Inventor(s): Bernstein et al.
 Appl. No.: Unknown

Dkt. No. 57103/121
 DABO (8/2/00)

- Transmittal of Patent Application (2 pgs.);
- Patent Application Specification (28 pgs.); 30
- Informal Drawings (7 sheets; Figures 1-7);
- Check Number #511344 for \$888.00.

Assistant Commissioner for Patents:
 Please acknowledge receipt of the above-identified documents by applying the U.S. Patent and Trademark Office receipt stamp hereto and mailing this card.

Respectfully,
 Foley & Lardner

FOREIGN FILING	
FFR 6	02FE 2001
FFR 9	02MV 2001
FFR 11	02JL 2001
FFD	02AU 2001
INITIALS	DATE 8/16/00

IDS DUE 02NOV2000

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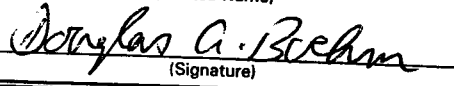
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FROM: (PLEASE PRINT)
 Douglas A. Boehm
 FOLEY & LARDNER
 777 E WISCONSIN AVE STE 3000
 MILWAUKEE WI 53201-5367
 57103/121

TO: (PLEASE PRINT)
 Assistant Commissioner of Patents
 Box Patent Application
 Washington, D.C. 20231

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bernstein et al.
Title: System and Method for Providing
an Enhanced Digital Image File
Appl. No.: Unknown
Filing Date: Unknown
Examiner: Unknown
Art Unit: Unknown

CERTIFICATE OF EXPRESS MAILING I hereby certify that this correspondence is being deposited with the United States Postal Service's "Express Mail Post Office To Addressee" service under 37 C.F.R. § 1.10 on the date indicated below and is addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231.	
EL470736521US (Express Mail Label Number)	8/2/00 (Date of Deposit)
Douglas A. Boehm (Printed Name)	
 (Signature)	

UTILITY PATENT APPLICATION
TRANSMITTAL



Assistant Commissioner for Patents
Box PATENT APPLICATION
Washington, D.C. 20231

Sir:

Transmitted herewith for filing under 37 C.F.R. § 1.53(b) is the nonprovisional utility patent application of:

Eliot I. Bernstein
Brian G. Utley

Enclosed are:

- [X] Specification, Claim(s), and Abstract (30 pages).
- [X] Informal drawings (7 sheets, Figures 1-7).
-  [X] Unexecuted Declaration and Power of Attorney (4 pages).
- [] Assignment of the invention to lviewit.com, Inc..
- [] Assignment Recordation Cover Sheet.
- [] Check in the amount of \$40.00 for Assignment recordation.
-  [] Small Entity statement.
- [] Information Disclosure Statement.
- [] Form PTO-1449 with copies of ___ listed reference(s).

The filing fee is calculated below:

	Claims as Filed	-	Included in Basic Fee	=	Extra Claims	x	Rate	=	Fee Totals
Basic Fee							\$690.00		\$690.00
Total Claims:	31	-	20	=	11	x	\$18.00	=	\$198.00
Independents:	3	-	3	=	0	x	\$78.00	=	\$0.00
If any Multiple Dependent Claim(s) present:						+	\$0.00	=	\$0.00
							SUBTOTAL:	=	\$888.00
[]			Small Entity Fees Apply (subtract 1/2 of above):	=				=	\$0.00
			TOTAL FILING FEE:	=				=	\$888.00

- A check in the amount of \$888.00 to cover the filing fee is enclosed.
- The required filing fees are not enclosed but will be submitted in response to the Notice to File Missing Parts of Application.
- The Assistant Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Assistant Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date 8/2/00

By Douglas A. Boehm

FOLEY & LARDNER
 Firstar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367
 Telephone: (414) 297-5718
 Facsimile: (414) 297-4900

Douglas A. Boehm
 Attorney for Applicant
 Registration No. 32,014

U.S. PATENT APPLICATION
for
SYSTEM AND METHOD FOR PROVIDING AN
ENHANCED DIGITAL IMAGE FILE

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FLORIDA 33432
Citizenship: U.S.

Brian G. Utley
1930 SW 8th Street
Boca Raton, FLORIDA 33486
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

System and Method for Providing an Enhanced Digital Image File

(Attorney Docket No. 57103/121)

the specification of which (check one)

X is attached hereto.

 was filed on as United States Application Number or PCT International Application Number and was amended on (if applicable).

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

THAT I do not know and do not believe that the same invention was first patented or made the subject of an inventor's certificate that issued in any country foreign to the United States of America before the filing date of this United States application if the foreign application was filed by me (us), or by my (our) legal representatives or assigns, more than twelve months (six months for design patents) prior to the filing date of this United States application;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I believe that the above-identified specification contains a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention, and sets forth the best mode contemplated by me of carrying out the invention; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed?	Certified Copy Attached?

I HEREBY CLAIM the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date
60/125,824	3/24/1999
60/146,726	8/2/1999
60/149,737	8/19/1999
60/155,404	9/22/1999
60/169,559	12/8/1999

I HEREBY CLAIM the benefit under Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number
09/522,721		3/10/2000	

I HEREBY APPOINT the following registered attorneys and agents of the law firm of FOLEY & LARDNER to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, and to transact all business in the United States Patent and Trademark Office connected therewith:

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014

JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
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RICHARD J. MC KENNA	Reg. No. 35,610
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RICHARD B. O'PLANICK	Reg. No. 29,096
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

and I request that all correspondence be directed to:

Douglas A. Boehm
 FOLEY & LARDNER
 Firstar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367

Telephone: (414) 297-5718
 Facsimile: (414) 297-4900

I UNDERSTAND AND AGREE THAT the foregoing attorneys and agents appointed by me to prosecute this application do not personally represent me or my legal interests, but instead represent the interests of the legal owner(s) of the invention described in this application.

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name of first inventor	Eliot I. Bernstein
Residence	Boca Raton, Florida
Citizenship	USA
Post Office Address	500 S.E. Mizner Boulevard, Boca Raton, Florida 33432-6080
Inventor's signature	
Date	



Name of second inventor

Brian G. Utley

Residence

Boca Raton, Florida

Citizenship

USA

Post Office Address

1930 S.W. 8th Street, Boca Raton, Florida 33486

Inventor's signature

Date



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/630,939	08/02/2000	Eliot I. Berstein	57103/121

Douglas A Boehm
Foley & Lardner
Firstar Cneter
777 East Wisconsin Avenue
Milwaukee, WI 53202-5367

FORMALITIES LETTER



OC00000005438065

Date Mailed: 09/29/2000

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

MP
REC'D 09/29/00
DECLIPE

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is unsigned.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 130.

A copy of this notice **MUST** be returned with the reply.

Kim Duncan

Customer Service Center
Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY

Atty. Dkt. No. 57103/121

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

System and Method for Providing an Enhanced Digital Image File

(Attorney Docket No. 57103/121)

the specification of which (check one)

 is attached hereto.

 X was filed on 8/2/2000 as United States Application Number or PCT International Application Number 09/630,939 and was amended on (if applicable).

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

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Atty. Dkt. No. 57103/121

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60/149,737	8/19/1999
60/155,404	9/22/1999
60/169,559	12/8/1999

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U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number
09/522,721		3/10/2000	

Atty. Dkt. No. 57103/121

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RUSSELL J. BARRON	Reg. No. 29,512
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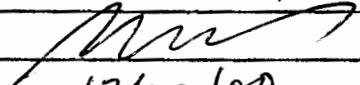

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Atty. Dkt. No. 57103/121

Name of first inventor Eliot I. Bernstein
Residence Boca Raton, Florida
Citizenship USA
Post Office Address 500 S.E. Mizner Boulevard, Boca Raton, Florida 33432
Inventor's signature _____
Date _____

Name of second inventor Brian G. Utley
Residence Boca Raton, Florida
Citizenship USA
Post Office Address 1930 S.W. 8th Street, Boca Raton, Florida 33486
Inventor's signature 
Date  12/29/00

Atty. Dkt. No. 57103/121

DECLARATION AND POWER OF ATTORNEY

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System and Method for Providing an Enhanced Digital Image File

(Attorney Docket No. 57103/121)

the specification of which (check one)

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EDWARD W. BROWN	Reg. No. 22,022
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WILLIAM J. DICK	Reg. No. 22,205
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Atty. Dkt. No. 57103/121

Name of first inventor

Eliot I. Bernstein

Residence

Boca Raton, Florida

Citizenship

USA

Post Office Address

500 S.E. Mizner Boulevard, Boca Raton, Florida 33432

Inventor's signature

Date

12/29/00

Name of second inventor

Brian G. Utley

Residence

Boca Raton, Florida

Citizenship

USA

Post Office Address

1930 S.W. 8th Street, Boca Raton, Florida 33486

Inventor's signature

Date

12/29/00



Our Ref.: 005707.P019

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:)

Eliot I. Bernstein and Brian Utley)

Serial No.: 09/630,939)

Filed: 08/02/00)

For: SYSTEM AND METHOD FOR PROVIDING AN)
ENHANCED DIGITAL IMAGE FILE)

Art Unit:

Examiner:

REVOCATION AND POWER OF ATTORNEY

The Hon. Commissioner of
Patents and Trademarks
Washington, D.C. 20231

Dear Sir:

The Applicant of the above-identified Application, hereby revokes all previous powers of attorney given in this Application, and appoints the firm of:

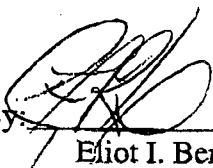
BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP, a firm including: William E. Alford, Reg. No. 37,764; Farzad E. Amini, Reg. No. 42,261; William Thomas Babbitt, Reg. No. 39,591; Carol F. Barry, Reg. No. 41,600; Jordan Michael Becker, Reg. No. 39,602; Lisa N. Benado, Reg. No. 39,995; Bradley J. Berezna, Reg. No. 33,474; Michael A. Bernadicou, Reg. No. 35,934; Roger W. Blakely, Jr., Reg. No. 25,831; R. Alan Burnett, Reg. No. 46,149; Gregory D. Caldwell, Reg. No. 39,926; Andrew C. Chen, Reg. No. 43,544; Jae-Hee Choi, Reg. No. 45,288; Thomas M. Coester, Reg. No. 39,637; Robert P. Cogan, Reg. No. 25,049; Donna Jo Coningsby, Reg. No. 41,684; Florin A. Corie, Reg. No. 46,244; Dennis M. deGuzman, Reg. No. 41,702; Stephen M. De Klerk, Reg. No. P46,503; Michael Anthony DeSanctis, Reg. No. 39,957; Daniel M. De Vos, Reg. No. 37,813; Justin M. Dillon, Reg. No. 42,486; Sanjeet Dutta, Reg. No. P46,145; Matthew C. Fagan, Reg. No. 37,542; Tarek N. Fahmi, Reg. No. 41,402; Mark C. Farrell, Reg. No. 45,988; George Fountain, Reg. No. 36,374; James Y. Go, Reg. No. 40,621; James A. Henry, Reg. No. 41,064; Willmore F. Holbrow III, Reg. No. 41,845; Sheryl Sue Holloway, Reg. No. 37,850; George W Hoover II, Reg. No. 32,992; Eric S. Hyman, Reg. No. 30,139; William W. Kidd, Reg. No. 31,772; Sang Hui Kim, Reg. No. 40,450; Walter T. Kim, Reg. No. 42,731; Eric T. King,

Reg. No. 44,188; Steven Laut, Reg. No. 47,736; George Brian Leavell, Reg. No. 45,436; Samuel S. Lee, Reg. No. 42,791; Gordon R. Lindeen III, Reg. No. 33,192; Jan Carol Little, Reg. No. 41,181; Robert G. Litts, Reg. No. 46,876; Julio Loza, Reg. No. 47,758; Joseph Lutz, Reg. No. 43,765; Lawrence Lycke, Reg. No. 38,540; Michael J. Mallie, Reg. No. 36,591; Andre L. Marais, under 37 C.F.R. § 10.9(b); Raul D. Martinez, Reg. No. 46,904; Paul A. Mendonsa, Reg. No. 42,879; Clive D. Menezes, Reg. No. 45,493; Chun M. Ng, Reg. No. 36,878; Thien T. Nguyen, Reg. No. 43,835; Thinh V. Nguyen, Reg. No. 42,034; Daniel E. Ovanezian, Reg. No. 41,236; Kenneth B. Paley, Reg. No. 38,989; Gregg A. Peacock, Reg. No. 45,001; Marina Portnova, Reg. No. P45,750; Michael A. Proksch, Reg. No. 43,021; Randol W. Read, Reg. No. 43,876; William F. Ryann, Reg. 44,313; James H. Salter, Reg. No. 35,668; William W. Schaal, Reg. No. 39,018; James C. Scheller, Reg. No. 31,195; Jeffrey S. Schubert, Reg. No. 43,098; George Simion, Reg. No. P47,089; Maria McCormack Sobrino, Reg. No. 31,639; Stanley W. Sokoloff, Reg. No. 25,128; Edwin H. Taylor, Reg. No. 25,129; Lance A. Termes, Reg. No. 43,184; John F. Travis, Reg. No. 43,203; Joseph A. Twarowski, Reg. No. 42,191; Kerry D. Tweet, Reg. No. 45,959; Mark C. Van Ness, Reg. No. 39,865; Thomas A. Van Zandt, Reg. No. 43,219; Lester J. Vincent, Reg. No. 31,460; Glenn E. Von Tersch, Reg. No. 41,364; John Patrick Ward, Reg. No. 40,216; Mark L. Watson, Reg. No. P46,322; Thomas C. Webster, Reg. No. P46,154; and Norman Zafman, Reg. No. 26,250; my patent attorneys, and Firasat Ali, Reg. No. 45,715; and Richard A. Nakashima, Reg. No. 42,023; my patent agents, of BLAKELY SOKOLOFF TAYLOR & ZAFMAN LLP, with offices located at 12400 Wilshire Boulevard, 7th Floor, Los Angeles, California 90025, telephone (310) 207-3800, with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith.

Please direct all communications concerning this Application to:

Thomas M. Coester, Esq.
 BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 12400 Wilshire Boulevard, Seventh Floor
 Los Angeles, CA 90025
 (310) 207-3800

Date: July 27, 2001

By: 
 Eliot I. Bernstein

Date: _____

By: _____

NOV 27 2001 3:42PM

No. 5293 P. 4
JUL 27 '01 03:29PM

[Handwritten Signature]
Brian Utley, by Eliot Bernstein, his attorney-in-fact

[Handwritten Signature]
his
Attorney
in fact



57103/116

UNITED STATES PATENT APPLICATION
for
SYSTEM AND METHOD FOR PROVIDING
AN ENHANCED DIGITAL VIDEO FILE

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Brian G. Utley
1930 SW 8th Street
Boca Raton, FL 33486
Citizenship: U.S.

Jude R. Rosario
5580 NW 61 Street
Apt #625
Coconut Creek, FL 33073
Citizenship: Bangladesh

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

57103/116

TITLE OF THE INVENTION

SYSTEM AND METHOD FOR PROVIDING AN
ENHANCED DIGITAL VIDEO FILE

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional
Application No. 60/137,297, filed June 3, 1999, U.S. Provisional
Application No. 60/155,404, filed September 22, 1999, U.S.
5 Provisional Application No. 60/169,559, filed December 8, 1999,
and PCT International Application No. _____, filed June 2,
2000.

FIELD OF THE INVENTION

The present invention relates generally to video
10 imaging. More specifically, the present invention relates to a system
and method for providing high quality digital video files for streaming
across a network.

BACKGROUND OF THE INVENTION

Streaming video is a technique by which video is played
15 in real time as it is downloaded over the Internet, as opposed to
storing it in a local file first. A video player decompresses and plays
the data as it is transferred to a user computer over the World-Wide
Web. Streaming video avoids the delay entailed in downloading an
entire file and then playing it with a plug-in application. Streaming
20 video requires a communications connection (e.g., a network,
Internet, etc.) and a computer powerful enough to execute the
decompression algorithm in real time.

FOLEY & LARDNER

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WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
sbecker@foleylaw.com

WRITER'S DIRECT LINE
(414) 297-5571

July 27, 2000

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: U.S. Patent Application
Title: System And Method For Providing An Enhanced Digital
Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/116

Dear Brian:

Enclosed please find the final draft of the above-referenced patent application which was filed with the U. S. Patent and Trademark Office on June 5, 2000 as Application No. 09/587,734. I have also enclosed various formal papers which require the inventors' signatures.

Please have the inventors thoroughly read the patent application, including the specification, claims, and drawings, to ensure that it provides an accurate and complete description of the invention. The written description should be sufficiently complete to enable someone of ordinary skill in the art to make and use the invention. The application must describe the "best mode" contemplated by the inventors for carrying out the invention, i.e., in order to obtain a valid patent, no important details about the preferred embodiment of the invention can be withheld as a trade secret. If, after review of the application, the inventors find that anything in the application is incomplete, inaccurate, untrue, or possibly misleading, please contact me immediately so we can discuss the matter. If any typographical, grammatical, or other minor formal errors are found, please have them noted in a separate memo to me such that I can correct them by amendment at a later date.

If everything appears to be in order, please have the inventors read, sign, and date the Declaration and Power of Attorney form at the colored tags. By executing this document, they will be verifying the originality of their invention and acknowledging their

ESTABLISHED 1842

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Mr. Brian G. Utley

July 27, 2000

Page 2

duty to disclose to the U.S. Patent and Trademark Office any information of which they are aware that could be material to the examination of the application. Material information could include patents, brochures and other publications (including those authored by a competitor, inventor, or co-worker), published industry standards, as well as information on possible prior uses of the invention, prior sales or offers to sell the invention, prior knowledge of the invention by others, prior invention by another, inventorship conflicts, and the like. This duty of disclosure is an important requirement of the law, and continues throughout the entire prosecution of the patent application until the application issues as a patent. Note that the Declaration is signed under penalty of perjury, so careful consideration should be paid to its contents before signing.

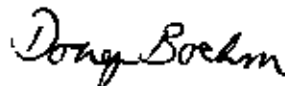
Each inventor should also read, sign, and date the enclosed Assignment and Agreement, which must be executed in the presence of a Notary Public. By executing the Assignment, they will be acknowledging their obligation to Iviewit Holdings, Inc. by assigning all their rights in the invention to the company.

After the inventors execute the formal papers, please return the fully executed documents to me as soon as possible. You may keep the copy of the patent application for your records.

Now that the patent application is on file, any device covered by the claims of the application may be marked "Patent Applied For" or "Patent Pending" or an abbreviation thereof. This "Patent Pending" marking is not mandatory, as it only serves as a cautionary warning to would-be competitors that the device may be subject to patent protection in the future. However, this marking should be continued only as long as the application is still pending in the United States Patent and Trademark Office. If the application issues as a patent, the appropriate patent number should replace this marking. If the application should become abandoned and this is the only application pertinent to the device, then the marking should be eliminated entirely.

If you have any questions regarding any of the above, please do not hesitate to contact me.

Very truly yours,



Douglas A. Boehm

Enclosure(s)



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/630,939	08/02/2000	Eliot I. Berstein	57103/121

Thomas M. Coester, Esq.
BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
Seventh Floor
12400 Wilshire Boulevard
Los Angeles, CA 90025

CONFIRMATION NO. 8688

FORMALITIES LETTER



OC000000005438065

Date Mailed: 08/30/2001

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given **TWO MONTHS** from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is unsigned.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 130.

A copy of this notice MUST be returned with the reply.

Thank You

Customer Service Center
Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE

1 training that you've had or maybe you -- you did 113

2 indicate that you had any degree in mathematics.

3 Is that something that you have some experience

4 from from some other portion of your employment

5 or background?

6 A. I have training and experience in

7 mathematics.

8 Q. I'm sorry.

9 A. I say I have training and experience

10 in mathematics.

11 Q. How about in the scaling video

12 invention; is that part of what you've already

13 described?

14 A. That is readily derived from a

15 mathematical background.

16 Q. How about the remote control video

17 applications?

18 A. That's different.

19 Q. Okay. Now going back to --

20 A. What --

21 Q. -- the patent dealing specifically

22 with remote control applications.

23 A. What I did there was I established

24 the fact that the design point that Eliot had

25 discovered in optimizing the quality of the

1 picture that would be transmitted across the 114

2 internet at a given speed, I identified that

3 which he had discovered by an ad hoc process; I

4 discovered the structural basis for that

5 optimization.

6 Q. Okay. So that was something that

7 was outside the scope of what he had already,

8 what Eliot had already discovered?

9 A. It really established why it worked.

10 Q. And is your name on any patent or

11 patent application with regard to that particular

12 technology?

13 A. It possibly is. I don't recall how

14 many of those my name is on since I didn't keep

15 any of those records.

16 Q. How about camera zoom applications?

17 A. Okay. How about camera zoom

18 applications?

19 Q. Is there any patent or patent

20 application dealing with camera zoom

21 applications?

22 A. Not specifically. It was, it was

23 determined that there is a correlation between

24 the zoom and pan that had been developed and what

25 is being used in cameras.

* * * COMMUNICATION RESULT REPORT (JUN. 6.2000 13:51PM) * * *

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TO:	PHONE:	FAX #:
Brian Utley	(561) 999-8899	(561) 999-8810

From: Steve Becker
 Sender's Direct Dial: (414)297-5571
 Date: June 6, 2000
 Client/Matter No: 57103/~~1000000~~ 118
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Total # of Pages **32** (including this page)

TO:	PHONE:	FAX #:
Brian Utley	(561) 999-8899	(561) 999-8810

From: Steve Becker
Sender's Direct Dial: (414)297-5571
Date: June 6, 2000
Client/Matter No: 57103/117 ~101
User ID No: 1963



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EMAIL ADDRESS
sbecker@foleylaw.com

Via Facsimile

June 6, 2000

WRITER'S DIRECT LINE
(414) 297-5571

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Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Video Playback Over a Network
Inventor(s): Bernstein et al.
Our Ref.: 57103/117

Dear Brian:

Enclosed please find the first draft of the above-referenced patent application (last page marked 001.793381.1), which has been prepared in accordance with the previously filed U.S. provisional patent applications (MLG Docket Nos. 5865-4 and 5865-4.1). As you know, a careful and critical review of this draft application by you and the inventors is imperative to ensure that the you are all satisfied with the content of the application and the proposed claim scope.

I note that Jeff Friedstein is named as a co-inventor on this application pursuant to Eliot Bernstein's instructions. Accordingly, Jeff must review a draft of the application before filing.

I also note that the deadline for filing this application in order to claim priority to all related provisional applications is Wednesday, June 7, 2000. Therefore, we must receive your comments as soon as possible.

Please have the inventor(s) thoroughly read the application draft, including the specification, claims, and drawings, to ensure that it provides a complete and accurate description of the invention. The attached "Inventor Information Sheet" provides a brief explanation of the parts of a utility patent application, the duty of disclosure, and inventorship. I would also like you to personally read and comment on this draft.

ESTABLISHED 184

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Mr. Brian G. Utley
June 6, 2000
Page 2

This PCT application incorporates all of the subject matter of U.S. Provisional Patent Application No. 60/137,921, filed June 7, 1999 (MLG Docket No. 5865-4) and U.S. Provisional Patent Application No. 60/141,440, filed June 29, 1999 (MLG Docket No. 5865-4.1).

You and the inventors should feel free to supplement, correct, or modify any part of the application. In particular, please review the subject matter disclosed in the two above-referenced provisional patent applications. After your review, if you or the inventors feel that any subject matter from these three provisional patent applications should be reflected in the draft PCT application, but is not, please notify me immediately.

The drawings attached to the application are informal sketches that will suffice for purposes of filing. Formal drawings will be prepared at a later date, as they are required for publication of the PCT application.

During the review, please keep in mind that independent claims 1, 12, 19, 24, 31, and 38 are the broadest statements of the invention, and the remaining dependent claims add limitations to further define different embodiments of the invention. Please note that it is the inventors' legal obligations to "read and understand" the contents of the application – including the claims. Each inventor will have to sign a declaration attesting that they did so.

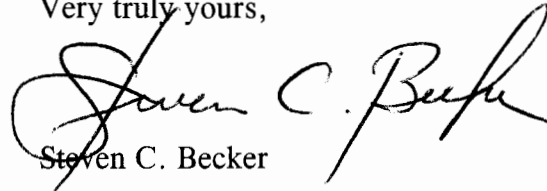
Please have the inventors mark the appropriate changes on this copy of the application, make a copy of the changes, and return the hand-corrected copy to me via facsimile. A revised application incorporating the changes will then be submitted to you for your approval. We will handle execution of the formal papers at a later date.

Pursuant to your instructions, to preserve foreign filing options, I plan to designate all of the countries for filing under the PCT (see attached list of PCT Contracting States). Note, however, that not all foreign countries are members of the PCT (e.g., Taiwan), so to maintain the benefit of priority to the U.S. applications, we would have to file foreign national applications immediately in those non-PCT countries. This would require up-front translation costs and sufficient time for our foreign associates to prepare and file the applications before June 7, 2000. It is my understanding that you DO NOT want us to file in any countries other than those that are members of the PCT. Please let me know IMMEDIATELY if this understanding is not correct.

Mr. Brian G. Utley
June 6, 2000
Page 3

If you or the inventors have any questions, please do not hesitate to contact me.
I look forward to receiving at least your preliminary comments on the application by
tomorrow.

Very truly yours,


Steven C. Becker

Enclosure(s)
cc: Douglas A. Boehm



PCT International Patent Application entitled
System and Method for Video Playback Over a Network
Inventor(s): Bernstein, et al.

INVENTOR INFORMATION SHEET

Sections of a Utility Patent Application

- **Background of the Invention**

The Background of the Invention describes the technology that existed before your invention, i.e., the “prior art”. This section typically discusses how the need for your invention arose, describes how others attempted to satisfy that need prior to the time of your invention, and points out the deficiencies of the prior art in meeting that need. If you are aware of any other prior art that should be mentioned in this background section, please supplement this section and forward any literature that you might have to me.

- **Summary of the Invention**

The Summary of the Invention section is merely a brief paraphrasing of the basic claims, along with a statement of the objectives and advantages of the present invention.

- **Brief Description of the Drawings**

The Brief Description of the Drawings is merely a listing of the figures, and should be self-explanatory.

- **Detailed Description of the Preferred Embodiments**

The Detailed Description of the Preferred Embodiments section should provide a full, clear, and concise description of your invention so that any person skilled in the art could make or use the invention. Furthermore, the application must describe the “best mode” contemplated by the inventor(s) for carrying out the invention. In order to obtain a valid patent, no important details about the preferred embodiment of the invention can be withheld as a trade secret.

- **Claims**

The claims are the most important part of the patent application. They precisely define the invention and determine the scope of legal protection granted by the patent. The claims must particularly point out and distinctly claim the invention. The claimed subject matter must be distinguishable over that which the prior art suggests to those skilled in this field. Accordingly, the claims should be scrutinized with a view toward protecting your precise

invention and those concepts which could be considered an outgrowth of it, yet not encompassing knowledge from the prior art or obvious extensions thereof. In other words, the scope of the claims must be broad enough to provide that patent protection to which you are entitled, yet narrow enough to be distinguishable over the prior art. The terminology of the claims must be adequately supported by the description contained in the specification. Please keep in mind that all dependent claims, which are identifiable by the phrase "according to claim x" or "of claim x", are interpreted as containing all of the limitations of the other claims which are referred to by that dependent claim. Thus, the independent claims are the broadest statement of your invention, and the dependent claims provide additional limitations to narrow the scope of your invention. Although the inventive concepts of each set of independent claims are interrelated, please keep in mind that they must be critically distinguished from each other. Each set of claims must stand on its own merit.

- Abstract of the Disclosure

The Abstract of the Disclosure section is a very brief description of what the application generally discloses.

- Drawings

The Drawings section should be self-explanatory.

Duty of Disclosure

All individuals associated with the filing or prosecution of a patent application are under a duty of candor and good faith to the U.S. Patent and Trademark Office. This duty specifically includes a duty to disclose any information known to be material to the patentability of any claim of the application. Material information could include patents, brochures and other publications (including those authored by a competitor, inventor, or co-worker), published industry standards, as well as information on possible prior uses of the invention, prior sales or offers to sell the invention, prior knowledge of the invention by others, prior invention by another, inventorship conflicts, and the like. This duty of disclosure is an important requirement of the law, and continues throughout the entire prosecution of the patent application until the application issues as a patent. Pursuant to this duty of disclosure, we will file an Information Disclosure Statement with the U.S. application listing the patent documents found in any prior art searches, as well as any technical articles mentioned in the disclosure materials. Accordingly, if any additional information relevant to your invention should come to your attention at any time before issuance of the patent, please immediately let us know so we can either include it in the Information Disclosure Statement or submit a Supplemental Information Disclosure Statement.

Inventorship

The proper inventors would be those people who contributed to the subject matter of the invention as defined in the claims of the application. There may be joint

inventors even though they did not physically work together or at the same time, did not make the same type or amount of contribution, or did not make a contribution to the subject matter of every claim in the patent. It is our understanding that the above-identified persons are to be named as co-inventors of this application. If this is not accurate, please call us to discuss the conception and development of each of the different embodiments of the invention, so that we will be able to confirm your determination of proper inventorship before filing the application.

Foley & Lardner

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(108 on 1 May 2000)

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GB United Kingdom (EP)		

57103/117



PCT INTERNATIONAL ^{AL} PATENT APPLICATION

for

SYSTEM AND METHOD FOR VIDEO PLAYBACK
OVER A NETWORK

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Jeffrey S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



TITLE OF THE INVENTION

SYSTEM AND METHOD FOR VIDEO PLAYBACK OVER A NETWORK

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional Application No. 60/137,921, filed June 7, 1999, and U.S. Provisional Application No. 60/141,440, filed June 29, 1999.

5 FIELD OF THE INVENTION

The present invention relates generally to a system and method for playing a video program over a network. The present invention also relates to a system and method for controlling a video device over a network.

10 BACKGROUND OF THE INVENTION

The widespread and ever-growing use of communication networks, such as the Internet and other computer-to-computer communication networks, for the dissemination of information, has fueled the need to provide for the transmission of video data over these networks. Currently, the transmission of video data over networks has been less than optimal, given current bandwidth and technology constraints. These constraints have impeded the ability to offer enhanced resolution and/or full motion video data over these networks.

20 The Internet marketplace is demanding enhanced resolution and high definition streaming video and precise representations of video images, objects, and events. Streaming video is a technique by which video is played in real time as it is downloaded over the Internet, as opposed to storing it in a local file

* * * COMMUNICATION RESULT REPORT (JUN. 6.2000 3:01PM) * * *

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FILE MODE	OPTION	ADDRESS (GROUP)	RESULT	PAGE
916	MEMORY TX	1963#057103#0101#15613937458#	OK	P. 12/12

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E-1) HANG UP OR LINE FAIL
E-3) NO ANSWER

E-2) BUSY
E-4) NO FACSIMILE CONNECTION

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TO:	PHONE:	FAX #:
Brian Utley	(561) 750-6876	(561) 393-7458

From: Steve Becker
Sender's Direct Dial: (414)297-5571
Date: June 6, 2000
Client/Matter No: 57103/101 ~~101~~ 118
User ID No: 1963

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FOLEY & LARDNER

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Via Facsimile

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(414) 297-5571

June 6, 2000

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Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Video Playback Over a Network
Inventor(s): Bernstein et al.
Our Ref.: 57103/117

Dear Brian:

Enclosed please find a first draft of the claims of the above-referenced patent application, which have been prepared in accordance with oral disclosure provided to us by Eliot Bernstein yesterday and further in accordance with two former provisional applications (i.e., old docket numbers 5865-4 and 5865-4.1). As you know, a careful and critical review of these claims by you and the inventors is imperative to ensure that the you are all satisfied with the proposed claim scope.

Eliot has informed us that Jeff Friedstein is to be named as a co-inventor of this invention. Accordingly, please provide a copy of these claims and these instructions to Jeff at your earliest opportunity.

During the review, please keep in mind that independent claims 1, 12, 19, 24, 31, and 38 are the broadest statements of the invention, and the remaining dependent claims add limitations to further define different embodiments of the invention. Please note that it is the inventors' legal obligations to "read and understand" the contents of the application - including the claims. Each inventor will have to sign a declaration attesting that they did so.

If you need any assistance in reviewing the claims, please feel free to contact me.

ESTABLISHED 184

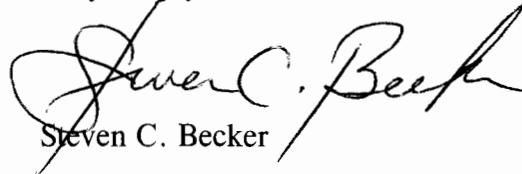
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FOLEY & LARDNER

Mr. Brian G. Utley
June 6, 2000
Page 2

We are currently drafting the corresponding specification for this application and will forward this to you for your review as soon as possible.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steven C. Becker". The signature is written in a cursive style with a large initial "S" and a long, sweeping underline.

Steven C. Becker

Enclosure(s)
cc: Douglas A. Boehm

WHAT IS CLAIMED IS:

- 1 1. A system for video playback over a network,
2 comprising:
3 a video playback device configured to transmit a video
4 signal from a non-volatile storage medium; and
5 a computer coupled to the video playback device
6 configured to receive the video signal and to transmit the video
7 signal over a network.

- 1 2. The system of claim 1, further comprising a capture
2 device coupled between the video playback device and the
3 computer, the capture device configured to receive the video signal
4 and to generate a digital video signal based on the video signal.

- 1 3. The system of claim 2, wherein the computer utilizes
2 video conferencing software to receive the digital video signal, to
3 perform at least one processing step thereon, and to provide the
4 digital video signal over the network.

- 1 4. The system of claim 3, wherein the processing step
2 includes configuring the digital video signal for full screen display on
3 a user computer.

- 1 5. The system of claim 4, wherein the capture device is
2 configured to capture the video signal at a full screen size.

- 1 6. The system of claim 1, wherein the network includes
2 the Internet.

* * * COMMUNICATION RESULT REPORT (JUN. 7. 2000 9:39AM) * * *

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FILE MODE	OPTION	ADDRESS (GROUP)	RESULT	PAGE
5630 MEMORY TX		G3-F : 1963#057103#0101#14152910288#	OK	32/32

117,118

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TO:	PHONE:	FAX #:
Eliot Bernstein (Guest - Room 624)	(561) 212-9254	(415) 291-0288

From: Steve Becker
Sender's Direct Dial: (414) 297-5571
Date: June 7, 2000
Client/Matter No: 057103/0101 (0118)
User ID No: 1963

FOLEY & LARDNER
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FIRSTSTAR CENTER
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User ID No: 1963

MESSAGE:

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sbecker@foleylaw.com

Via Facsimile

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June 6, 2000

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Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Video Playback Over a Network
Inventor(s): Bernstein et al.
Our Ref.: 57103/117

Dear Brian:

Enclosed please find the first draft of the above-referenced patent application (last page marked 001.793381.1), which has been prepared in accordance with the previously filed U.S. provisional patent applications (MLG Docket Nos. 5865-4 and 5865-4.1). As you know, a careful and critical review of this draft application by you and the inventors is imperative to ensure that the you are all satisfied with the content of the application and the proposed claim scope.

I note that Jeff Friedstein is named as a co-inventor on this application pursuant to Eliot Bernstein's instructions. Accordingly, Jeff must review a draft of the application before filing.

I also note that the deadline for filing this application in order to claim priority to all related provisional applications is Wednesday, June 7, 2000. Therefore, we must receive your comments as soon as possible.

Please have the inventor(s) thoroughly read the application draft, including the specification, claims, and drawings, to ensure that it provides a complete and accurate description of the invention. The attached "Inventor Information Sheet" provides a brief explanation of the parts of a utility patent application, the duty of disclosure, and inventorship. I would also like you to personally read and comment on this draft.

ESTABLISHED 184

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Mr. Brian G. Utley
June 6, 2000
Page 2

This PCT application incorporates all of the subject matter of U.S. Provisional Patent Application No. 60/137,921, filed June 7, 1999 (MLG Docket No. 5865-4) and U.S. Provisional Patent Application No. 60/141,440, filed June 29, 1999 (MLG Docket No. 5865-4.1).

You and the inventors should feel free to supplement, correct, or modify any part of the application. In particular, please review the subject matter disclosed in the two above-referenced provisional patent applications. After your review, if you or the inventors feel that any subject matter from these three provisional patent applications should be reflected in the draft PCT application, but is not, please notify me immediately.

The drawings attached to the application are informal sketches that will suffice for purposes of filing. Formal drawings will be prepared at a later date, as they are required for publication of the PCT application.

During the review, please keep in mind that independent claims 1, 12, 19, 24, 31, and 38 are the broadest statements of the invention, and the remaining dependent claims add limitations to further define different embodiments of the invention. Please note that it is the inventors' legal obligations to "read and understand" the contents of the application - including the claims. Each inventor will have to sign a declaration attesting that they did so.

Please have the inventors mark the appropriate changes on this copy of the application, make a copy of the changes, and return the hand-corrected copy to me via facsimile. A revised application incorporating the changes will then be submitted to you for your approval. We will handle execution of the formal papers at a later date.

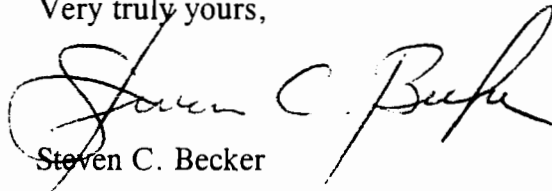
Pursuant to your instructions, to preserve foreign filing options, I plan to designate all of the countries for filing under the PCT (see attached list of PCT Contracting States). Note, however, that not all foreign countries are members of the PCT (e.g., Taiwan), so to maintain the benefit of priority to the U.S. applications, we would have to file foreign national applications immediately in those non-PCT countries. This would require up-front translation costs and sufficient time for our foreign associates to prepare and file the applications before June 7, 2000. It is my understanding that you DO NOT want us to file in any countries other than those that are members of the PCT. Please let me know IMMEDIATELY if this understanding is not correct.

FOLEY & LARDNER

Mr. Brian G. Utley
June 6, 2000
Page 3

If you or the inventors have any questions, please do not hesitate to contact me. I look forward to receiving at least your preliminary comments on the application by tomorrow.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Steven C. Becker". The signature is written in dark ink and is positioned above the printed name.

Steven C. Becker

Enclosure(s)
cc: Douglas A. Boehm

PCT International Patent Application entitled
System and Method for Video Playback Over a Network
Inventor(s): Bernstein, et al.

INVENTOR INFORMATION SHEET

Sections of a Utility Patent Application

- Background of the Invention

The Background of the Invention describes the technology that existed before your invention, i.e., the "prior art". This section typically discusses how the need for your invention arose, describes how others attempted to satisfy that need prior to the time of your invention, and points out the deficiencies of the prior art in meeting that need. If you are aware of any other prior art that should be mentioned in this background section, please supplement this section and forward any literature that you might have to me.

- Summary of the Invention

The Summary of the Invention section is merely a brief paraphrasing of the basic claims, along with a statement of the objectives and advantages of the present invention.

- Brief Description of the Drawings

The Brief Description of the Drawings is merely a listing of the figures, and should be self-explanatory.

- Detailed Description of the Preferred Embodiments

The Detailed Description of the Preferred Embodiments section should provide a full, clear, and concise description of your invention so that any person skilled in the art could make or use the invention. Furthermore, the application must describe the "best mode" contemplated by the inventor(s) for carrying out the invention. In order to obtain a valid patent, no important details about the preferred embodiment of the invention can be withheld as a trade secret.

- Claims

The claims are the most important part of the patent application. They precisely define the invention and determine the scope of legal protection granted by the patent. The claims must particularly point out and distinctly claim the invention. The claimed subject matter must be distinguishable over that which the prior art suggests to those skilled in this field. Accordingly, the claims should be scrutinized with a view toward protecting your precise

invention and those concepts which could be considered an outgrowth of it, yet not encompassing knowledge from the prior art or obvious extensions thereof. In other words, the scope of the claims must be broad enough to provide that patent protection to which you are entitled, yet narrow enough to be distinguishable over the prior art. The terminology of the claims must be adequately supported by the description contained in the specification. Please keep in mind that all dependent claims, which are identifiable by the phrase "according to claim x" or "of claim x", are interpreted as containing all of the limitations of the other claims which are referred to by that dependent claim. Thus, the independent claims are the broadest statement of your invention, and the dependent claims provide additional limitations to narrow the scope of your invention. Although the inventive concepts of each set of independent claims are interrelated, please keep in mind that they must be critically distinguished from each other. Each set of claims must stand on its own merit.

- Abstract of the Disclosure

The Abstract of the Disclosure section is a very brief description of what the application generally discloses.

- Drawings

The Drawings section should be self-explanatory.

Duty of Disclosure

All individuals associated with the filing or prosecution of a patent application are under a duty of candor and good faith to the U.S. Patent and Trademark Office. This duty specifically includes a duty to disclose any information known to be material to the patentability of any claim of the application. Material information could include patents, brochures and other publications (including those authored by a competitor, inventor, or co-worker), published industry standards, as well as information on possible prior uses of the invention, prior sales or offers to sell the invention, prior knowledge of the invention by others, prior invention by another, inventorship conflicts, and the like. This duty of disclosure is an important requirement of the law, and continues throughout the entire prosecution of the patent application until the application issues as a patent. Pursuant to this duty of disclosure, we will file an Information Disclosure Statement with the U.S. application listing the patent documents found in any prior art searches, as well as any technical articles mentioned in the disclosure materials. Accordingly, if any additional information relevant to your invention should come to your attention at any time before issuance of the patent, please immediately let us know so we can either include it in the Information Disclosure Statement or submit a Supplemental Information Disclosure Statement.

Inventorship

The proper inventors would be those people who contributed to the subject matter of the invention as defined in the claims of the application. There may be joint

inventors even though they did not physically work together or at the same time, did not make the same type or amount of contribution, or did not make a contribution to the subject matter of every claim in the patent. It is our understanding that the above-identified persons are to be named as co-inventors of this application. If this is not accurate, please call us to discuss the conception and development of each of the different embodiments of the invention, so that we will be able to confirm your determination of proper inventorship before filing the application.


Foley & Lardner

PCT CONTRACTING STATES AND TWO-LETTER CODES

(108 on 1 May 2000)

AE United Arab Emirates	GD Grenada	MR Mauritania (OA)
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GA Gabon (OA)	MN Mongolia	ZA South Africa
GB United Kingdom (EP)		ZW Zimbabwe (AP)

57103/118

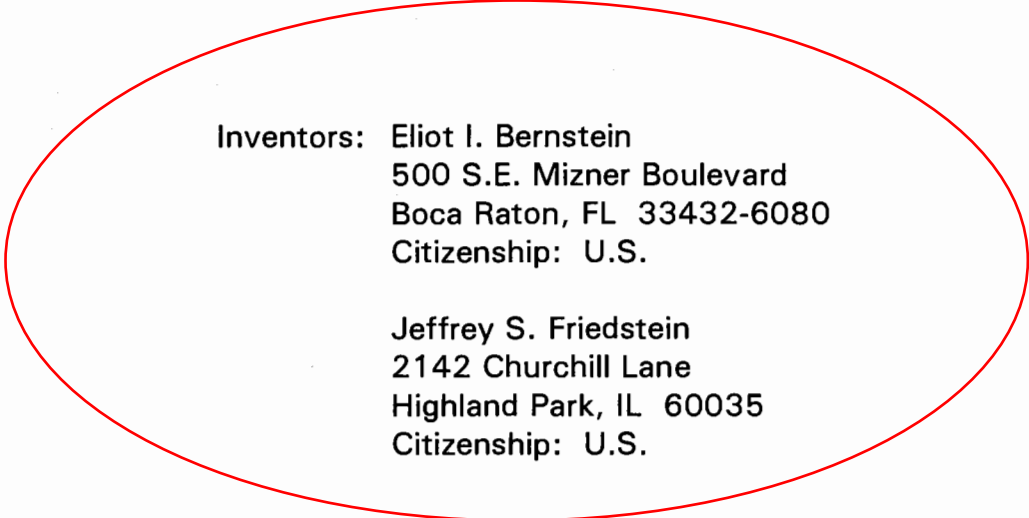


PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR VIDEO PLAYBACK

OVER A NETWORK



Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Jeffrey S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

57103/117



TITLE OF THE INVENTION

SYSTEM AND METHOD FOR VIDEO PLAYBACK OVER A NETWORK

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional Application No. 60/137,921, filed June 7, 1999, and U.S. Provisional Application No. 60/141,440, filed June 29, 1999.

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The present invention relates generally to a system and method for playing a video program over a network. The present invention also relates to a system and method for controlling a video device over a network.

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Jeff Friedstein	(847) 831-1360	(877) 852-0690

From: Steve Becker
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Date: June 7, 2000
Client/Matter No: 057103/0101 (0118)
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WRITER'S DIRECT LINE
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I note that Jeff Friedstein is named as a co-inventor on this application pursuant to Eliot Bernstein's instructions. Accordingly, Jeff must review a draft of the application before filing.

I also note that the deadline for filing this application in order to claim priority to all related provisional applications is Wednesday, June 7, 2000. Therefore, we must receive your comments as soon as possible.

Please have the inventor(s) thoroughly read the application draft, including the specification, claims, and drawings, to ensure that it provides a complete and accurate description of the invention. The attached "Inventor Information Sheet" provides a brief explanation of the parts of a utility patent application, the duty of disclosure, and inventorship. I would also like you to personally read and comment on this draft.

ESTABLISHED 184

A MEMBER OF GLOBALEX WITH MEMBER OFFICES IN BERLIN, BRUSSELS, DRESDEN, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND STUTTGART

Mr. Brian G. Utley
June 6, 2000
Page 2

This PCT application incorporates all of the subject matter of U.S. Provisional Patent Application No. 60/137,921, filed June 7, 1999 (MLG Docket No. 5865-4) and U.S. Provisional Patent Application No. 60/141,440, filed June 29, 1999 (MLG Docket No. 5865-4.1).

You and the inventors should feel free to supplement, correct, or modify any part of the application. In particular, please review the subject matter disclosed in the two above-referenced provisional patent applications. After your review, if you or the inventors feel that any subject matter from these three provisional patent applications should be reflected in the draft PCT application, but is not, please notify me immediately.

The drawings attached to the application are informal sketches that will suffice for purposes of filing. Formal drawings will be prepared at a later date, as they are required for publication of the PCT application.

During the review, please keep in mind that independent claims 1, 12, 19, 24, 31, and 38 are the broadest statements of the invention, and the remaining dependent claims add limitations to further define different embodiments of the invention. Please note that it is the inventors' legal obligations to "read and understand" the contents of the application - including the claims. Each inventor will have to sign a declaration attesting that they did so.

Please have the inventors mark the appropriate changes on this copy of the application, make a copy of the changes, and return the hand-corrected copy to me via facsimile. A revised application incorporating the changes will then be submitted to you for your approval. We will handle execution of the formal papers at a later date.

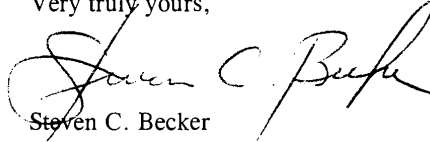
Pursuant to your instructions, to preserve foreign filing options, I plan to designate all of the countries for filing under the PCT (see attached list of PCT Contracting States). Note, however, that not all foreign countries are members of the PCT (e.g., Taiwan), so to maintain the benefit of priority to the U.S. applications, we would have to file foreign national applications immediately in those non-PCT countries. This would require up-front translation costs and sufficient time for our foreign associates to prepare and file the applications before June 7, 2000. It is my understanding that you DO NOT want us to file in any countries other than those that are members of the PCT. Please let me know IMMEDIATELY if this understanding is not correct.

FOLEY & LARDNER

Mr. Brian G. Utley
June 6, 2000
Page 3

If you or the inventors have any questions, please do not hesitate to contact me.
I look forward to receiving at least your preliminary comments on the application by
tomorrow.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steven C. Becker". The signature is fluid and cursive, with the first name "Steven" being the most prominent.

Steven C. Becker

Enclosure(s)
cc: Douglas A. Boehm

001.795106.1

INVENTOR INFORMATION SHEET

Sections of a Utility Patent Application

- Background of the Invention

The Background of the Invention describes the technology that existed before your invention, i.e., the "prior art". This section typically discusses how the need for your invention arose, describes how others attempted to satisfy that need prior to the time of your invention, and points out the deficiencies of the prior art in meeting that need. If you are aware of any other prior art that should be mentioned in this background section, please supplement this section and forward any literature that you might have to me.

- Summary of the Invention

The Summary of the Invention section is merely a brief paragraph of the basic claims, along with a statement of the objectives and advantages of the present invention.

- Brief Description of the Drawings

The Brief Description of the Drawings is merely a listing of the figures, and should be self-explanatory.

- Detailed Description of the Preferred Embodiments

The Detailed Description of the Preferred Embodiments section should provide a full, clear, and concise description of your invention so that any person skilled in the art could make or use the invention. Furthermore, the application must describe the "best mode" contemplated by the inventor(s) for carrying out the invention. In order to obtain a valid patent, no important details about the preferred embodiment of the invention can be withheld as a trade secret.

- Claims

The claims are the most important part of the patent application. They precisely define the invention and determine the scope of legal protection granted by the patent. The claims must particularly point out and distinctly claim the invention. The claimed subject matter must be distinguishable over that which the prior art suggests to those skilled in this field. Accordingly, the claims should be scrutinized with a view toward protecting your precise

invention and those concepts which could be considered an outgrowth of it, yet not encompassing knowledge from the prior art or obvious extensions thereof. In other words, the scope of the claims must be broad enough to provide that patent protection to which you are entitled, yet narrow enough to be distinguishable over the prior art. The terminology of the claims must be adequately supported by the description contained in the specification. Please keep in mind that all dependent claims, which are identifiable by the phrase "according to claim x" or "of claim x", are interpreted as containing all of the limitations of the other claims which are referred to by that dependent claim. Thus, the independent claims are the broadest statement of your invention, and the dependent claims provide additional limitations to narrow the scope of your invention. Although the inventive concepts of each set of independent claims are interrelated, please keep in mind that they must be critically distinguished from each other. Each set of claims must stand on its own merit.

- Abstract of the Disclosure

The Abstract of the Disclosure section is a very brief description of what the application generally discloses.

- Drawings

The Drawings section should be self-explanatory.

Duty of Disclosure

All individuals associated with the filing or prosecution of a patent application are under a duty of candor and good faith to the U.S. Patent and Trademark Office. This duty specifically includes a duty to disclose any information known to be material to the patentability of any claim of the application. Material information could include patents, brochures and other publications (including those authored by a competitor, inventor, or co-worker), published industry standards, as well as information on possible prior uses of the invention, prior sales or offers to sell the invention, prior knowledge of the invention by others, prior invention by another, inventorship conflicts, and the like. This duty of disclosure is an important requirement of the law, and continues throughout the entire prosecution of the patent application until the application issues as a patent. Pursuant to this duty of disclosure, we will file an Information Disclosure Statement with the U.S. application listing the patent documents found in any prior art searches, as well as any technical articles mentioned in the disclosure materials. Accordingly, if any additional information relevant to your invention should come to your attention at any time before issuance of the patent, please immediately let us know so we can either include it in the Information Disclosure Statement or submit a Supplemental Information Disclosure Statement.

Inventorship

The proper inventors would be those people who contributed to the subject matter of the invention as defined in the claims of the application. There may be joint

inventors even though they did not physically work together or at the same time, did not make the same type or amount of contribution, or did not make a contribution to the subject matter of every claim in the patent. It is our understanding that the above-identified persons are to be named as co-inventors of this application. If this is not accurate, please call us to discuss the conception and development of each of the different embodiments of the invention, so that we will be able to confirm your determination of proper inventorship before filing the application.

Foley & Lardner

PCT CONTRACTING STATES AND TWO-LETTER CODES

(108 on 1 May 2000)

AE United Arab Emirates	GD Grenada	MR Mauritania (OA)
AG Antigua and Barbuda	GE Georgia	MW Malawi (AP)
AL Albania	GH Ghana (AP)	MX Mexico
AM Armenia (EA)	GM Gambia (AP)	MZ Mozambique (from 18 May 2000)(AP)
AT Austria (EP)	GN Guinea (OA)	NE Niger (OA)
AU Australia	GR Greece (EP)	NL Netherlands (EP)
AZ Azerbaijan (EA)	GW Guinea-Bissau (OA)	NO Norway
BA Bosnia and Herzegovina	HR Croatia	NZ New Zealand
BB Barbados	HU Hungary	PL Poland
BE Belgium (EP)	ID Indonesia	PT Portugal (EP)
BF Burkina Faso (OA)	IE Ireland (EP)	RO Romania
BG Bulgaria	IL Israel	RU Russian Federation (EA)
BJ Benin (OA)	IN India	SD Sudan (AP)
BR Brazil	IS Iceland	SE Sweden (EP)
BY Belarus (EA)	IT Italy (EP)	SG Singapore
BZ Belize (17 June 2000)	JP Japan	SI Slovenia
CA Canada	KE Kenya (AP)	SK Slovakia
CF Central African Republic (OA)	KG Krgyzstan (EA)	SL Sierra Leone (AP)
CG Congo (OA)	KP Democratic People's Republic of Korea	SN Senegal (OA)
CH Switzerland (EP)	KR Republic of Korea	SZ Swaziland (AP)
CI Côte d'Ivoire (OA)	KZ Kazakhstan (EA)	TD Chad (OA)
CM Cameroon (OA)	LC Saint Lucia	TG Togo (OA)
CN China	LI Liechtenstein (EP)	TJ Tajikistan (EA)
CR Costa Rica	LK Sri Lanka	TM Turkmenistan (EA)
CU Cuba	LR Liberia	TR Turkey
CY Cyprus (EP)	LS Lesotho (AP)	TT Trinidad and Tobago
CZ Czech Republic	LT Lithuania 1	TZ United Republic of Tanzania (AP)
DE Germany (EP)	LU Luxembourg (EP)	UA Ukraine
DK Denmark (EP)	LV Latvia 1	UG Uganda (AP)
DM Dominica	MA Morocco	US United States of America
DZ Algeria	MC Monaco (EP)	UZ Uzbekistan
EE Estonia	MD Republic of Moldova (EA)	VN Viet Nam
ES Spain (EP)	MG Madagascar	YU Yugoslavia
FI Finland (EP)	MK The former Yugoslav Republic of Macedonia	ZA South Africa
FR France (EP)	ML Mali (OA)	ZW Zimbabwe (AP)
GA Gabon (OA)	MN Mongolia	
GB United Kingdom (EP)		

57103/118



PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR VIDEO PLAYBACK

OVER A NETWORK

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Jeffrey S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



TITLE OF THE INVENTION

SYSTEM AND METHOD FOR VIDEO PLAYBACK OVER A NETWORK

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional Application No. 60/137,921, filed June 7, 1999, and U.S. Provisional Application No. 60/141,440, filed June 29, 1999.

5 FIELD OF THE INVENTION

The present invention relates generally to a system and method for playing a video program over a network. The present invention also relates to a system and method for controlling a video device over a network.

10 BACKGROUND OF THE INVENTION

The widespread and ever-growing use of communication networks, such as the Internet and other computer-to-computer communication networks, for the dissemination of information, has fueled the need to provide for the transmission of video data over these networks. Currently, the transmission of video data over networks has been less than optimal, given current bandwidth and technology constraints. These constraints have impeded the ability to offer enhanced resolution and/or full motion video data over these networks.

20 The Internet marketplace is demanding enhanced resolution and high definition streaming video and precise representations of video images, objects, and events. Streaming video is a technique by which video is played in real time as it is downloaded over the Internet, as opposed to storing it in a local file

PCT INTERNATIONAL PATENT APPLICATION
for
SYSTEM AND METHOD FOR
VIDEO PLAYBACK OVER A NETWORK

International Application No.: PCT/US00/_____
International Filing Date: June 2, 2000

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Jeffrey S. Friedstein
2142 Churchill Lane
Highland Park, IL 60035
Citizenship: U.S.

→ Brian G. Utley
1930 SW 8th Street
Boca Raton, FL 33486
Citizenship: U.S.

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

TRANSMITTED LETTER TO THE UNITED STATES
RECEIVING OFFICE

Date	07 June 2000
International Application No.	Not yet available
Attorney Docket No.	57103/118 ←

I. Certification under 37 CFR 1.10 (if applicable)

EL 640468305 US
Express Mail mailing number

07 June 2000
Date of Deposit

I hereby certify that the application/correspondence attached hereto is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231


Signature of person mailing correspondence

Steven C. Becker
Typed or printed name of person mailing correspondence

II. New International Application

TITLE	SYSTEM AND METHOD FOR VIDEO PLAYBACK OVER A NETWORK
-------	---

Earliest priority date (Day/Month/Year)
07 June 1999

SCREENING DISCLOSURE INFORMATION: In order to assist in screening the accompanying international application for purposes of determining whether a license for foreign transmittal should and could be granted and for other purposes, the following information is supplied. (Note: check as many boxes as apply):

- A. The invention disclosed was not made in the United States.
- B. There is no prior U.S. application relating to this invention.
- C. The following prior U.S. application(s) contain subject matter which is related to the invention disclosed in the attached international application. (NOTE: priority to these applications may or may not be claimed on form PCT/RO/101 (Request) and this listing does not constitute a claim for priority)

Application no.	60/137,921	application no.	60/141,440
Application no.		application no.	

- D. The present international application is identical to contains less subject matter than that found in the prior U.S. application(s) identified in paragraph C above.
- E. The present international application contains additional subject matter not found in the prior U.S. application(s) identified in paragraph C above. The additional subject matter is found throughout the application and DOES NOT ALTER MIGHT BE CONSIDERED TO ALTER the general nature of the invention in a manner which would require the U.S. application to have been made available for inspection by the appropriate defense agencies under 35 U.S.C. 181 and 37 CFR 5.1. See 37 CFR 5.15.

III. Comments on the Amendments to the Abstract by the ISA/US under Rule 38. The following document(s) is(are) enclosed:

- A. A Response to the Invitation to Correct Defects in the International Application
- B. A Power of Attorney (General or Regular)
- C. Replacement pages:

pages		of the request (PCT/RO/101)	pages		of the figures
pages		of the description	pages		of the
pages		of the claims			abstract

- D. Submission of Priority Documents
- E. Fees as specified on attached Fee Calculation sheet form PCT/RO/101 annex

IV. A Request for Rectification under PCT Rule 91 A Petition A Sequence Listing Diskette

V. Other (please identify): PCT-EASY Diskette; Fee Calculation Sheet; and Postcard

The person signing this form is the: Applicant Attorney/Agent (Reg. No. 42,308) Common Representative

Typed name of signer	Steven C. Becker	Signature	
----------------------	------------------	-----------	--

PCT REQUEST

57103/118

Original (for SUBMISSION) - printed on 07.06.2000 07:16:34 PM

0 0-1	For receiving Office use only International Application No.	
0-2	International Filing Date	
0-3	Name of receiving Office and "PCT International Application"	
0-4 0-4-1	Form - PCT/RO/101 PCT Request Prepared using	PCT-EASY Version 2.90 (updated 10.05.2000)
0-5	Petition The undersigned requests that the present international application be processed according to the Patent Cooperation Treaty	
0-6	Receiving Office (specified by the applicant)	United States Patent and Trademark Office (USPTO) (RO/US)
0-7	Applicant's or agent's file reference	57103/118
I	Title of invention	SYSTEM AND METHOD FOR VIDEO PLAYBACK OVER A NETWORK
II II-1 II-2 II-4 II-5	Applicant This person is: Applicant for Name Address:	applicant only all designated States except US IVIEWIT HOLDINGS, INC. One Boca Place 2255 Glades Road Suite 337 West Boca Raton, FL 33431 United States of America
II-6 II-7 II-8 II-9	State of nationality State of residence Telephone No. Facsimile No.	US US 561 999 8899 561 999 8810
III-1 III-1-1 III-1-2 III-1-4 III-1-5	Applicant and/or inventor This person is: Applicant for Name (LAST, First) Address:	applicant and inventor US only BERNSTEIN, Eliot, I. 500 S.E. Mizner Boulevard Boca Raton, FL 33432-6080 United States of America
III-1-6 III-1-7	State of nationality State of residence	US US

PCT REQUEST

2/4

57103/118

Original (for SUBMISSION) - printed on 07.06.2000 07:16:34 PM

III-2	Applicant and/or Inventor	
III-2-1	This person is:	applicant and inventor
III-2-2	Applicant for	US only
III-2-4	Name (LAST, First)	FRIEDSTEIN, Jeffrey, S.
III-2-5	Address:	2142 Churchill Lane
		Highland Park, IL 60035
		United States of America
III-2-6	State of nationality	US
III-2-7	State of residence	US
III-3	Applicant and/or Inventor	
III-3-1	This person is:	applicant and inventor
III-3-2	Applicant for	US only
III-3-4	Name (LAST, First)	UTLEY, Brian, G.
III-3-5	Address:	1930 SW 8th Street
		Boca Raton, FL 33486
		United States of America
III-3-6	State of nationality	US
III-3-7	State of residence	US
IV-1	Agent or common representative; or address for correspondence	
	The person identified below is hereby/has been appointed to act on behalf of the applicant(s) before the competent International Authorities as:	agent
IV-1-1	Name	FOLEY & LARDNER
IV-1-2	Address:	777 East Wisconsin Avenue
		33rd Floor
		Milwaukee, WI 53202-5367
		United States of America
IV-1-3	Telephone No.	414 271-2400
IV-1-4	Facsimile No.	414 297-4900
IV-1-5	e-mail	sbecker@foleylaw.com
V	Designation of States	
V-1	Regional Patent (other kinds of protection or treatment, if any, are specified between parentheses after the designation(s) concerned)	AP: GH GM KE LS MW MZ SD SL SZ TZ UG ZW
		and any other State which is a
		Contracting State of the Harare Protocol
		and of the PCT
		EA: AM AZ BY KG KZ MD RU TJ TM and any
		other State which is a Contracting State
		of the Eurasian Patent Convention and of
		the PCT
		EP: AT BE CH&LI CY DE DK ES FI FR GB GR
		IE IT LU MC NL PT SE and any other State
		which is a Contracting State of the
		European Patent Convention and of the
		PCT
		OA: BF BJ CF CG CI CM GA GN GW ML MR NE
		SN TD TG and any other State which is a
		member State of OAPI and a Contracting
		State of the PCT

PCT REQUEST

57103/118

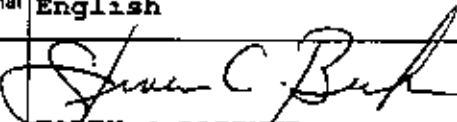
Original (for SUBMISSION) - printed on 07.06.2000 07:16:34 PM

V-2	National Patent (other kinds of protection or treatment, if any, are specified between parentheses after the designation(s) concerned)	AE AG AL AM AT AU AZ BA BB BG BR BY CA CH&LI CN CR CU CZ DE DK DM DZ EE ES FI GB GD GE GH GM HR HU ID IL IN IS JP KE KG KP KR KZ LC LK LR LS LT LU LV MA MD MG MK MN MW MX MZ NO NZ PL PT RO RU SD SE SG SI SK SL TJ TM TR TT TZ UA UG US UZ VN YU ZA ZW	
V-5	Precautionary Designation Statement in addition to the designations made under items V-1, V-2 and V-3, the applicant also makes under Rule 4.9(b) all designations which would be permitted under the PCT except any designation(s) of the State(s) indicated under item V-6 below. The applicant declares that those additional designations are subject to confirmation and that any designation which is not confirmed before the expiration of 15 months from the priority date is to be regarded as withdrawn by the applicant at the expiration of that time limit.		
V-6	Exclusion(s) from precautionary designations	NONE	
VI-1	Priority claim of earlier national application		
VI-1-1	Filing date	07 June 1999 (07.06.1999)	
VI-1-2	Number	60/137,921	
VI-1-3	Country	US	
VI-2	Priority claim of earlier national application		
VI-2-1	Filing date	29 June 1999 (29.06.1999)	
VI-2-2	Number	60/141,440	
VI-2-3	Country	US	
VI-3	Priority document request The receiving Office is requested to prepare and transmit to the International Bureau a certified copy of the earlier application(s) identified above as item(s).	VI-1, VI-2	
VII-1	International Searching Authority Chosen	European Patent Office (EPO) (ISA/EP)	
VIII	Check list	number of sheets	electronic file(s) attached
VIII-1	Request	4	-
VIII-2	Description	14	-
VIII-3	Claims	9	-
VIII-4	Abstract	1	abstract57103_118.txt
VIII-5	Drawings	2	-
VIII-7	TOTAL	30	
VIII-8	Accompanying items	paper document(s) attached	electronic file(s) attached
VIII-8	Fee calculation sheet	✓	-
VIII-16	PCT-EASY diskette	-	diskette
VIII-17	Other (specified):	Postcard	-
VIII-17	Other (specified):	Transmittal Sheet	-
VIII-18	Figure of the drawings which should accompany the abstract	1	

PCT REQUEST

57103/119

Original (for SUBMISSION) - printed on 07.06.2000 07:16:34 PM

VIII-19	Language of filing of the international application	English
IX-1	Signature of applicant or agent	
IX-1-1	Name	FOLEY & LARDNER
IX-1-2	Name of signatory	Steven C. BECKER
IX-1-3	Capacity	Agent

FOR RECEIVING OFFICE USE ONLY

10-1	Date of actual receipt of the purported international application	
10-2	Drawings:	
10-2-1	Received	
10-2-2	Not received	
10-3	Corrected date of actual receipt due to later but timely received papers or drawings completing the purported international application	
10-4	Date of timely receipt of the required corrections under PCT Article 11(2)	
10-5	International Searching Authority	ISA/EP
10-6	Transmittal of search copy delayed until search fee is paid	

FOR INTERNATIONAL BUREAU USE ONLY

11-1	Date of receipt of the record copy by the International Bureau	
------	--	--

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTSTAR CENTER
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MILWAUKEE, WISCONSIN 53202-5387
TELEPHONE (414) 271-2400
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WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
daboehm@foleylaw.com

WRITER'S DIRECT LINE
(414) 297-5718

August 23, 2000

Mr. Brian G. Utley
President & COO
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent
Application No.: PCT/US00/15602
Filing Date: 6/07/2000
Title: System and Method for Video Playback Over a Network
Applicant: Iviewit Holdings, Inc.
Our Ref.: 57103/118

Dear Brian:

Enclosed for your records is a copy of the Response to the Invitation to Correct Defects in the International Application, which was filed with the United States Patent and Trademark Office on August 18, 2000, in connection with the above-identified application.

We will keep you informed of all future developments as they occur. Please feel free to contact me with any questions or comments regarding this matter.

Very truly yours,



Douglas A. Boehm

Enclosure(s)



**TRANSMITTAL LETTER TO THE UNITED STATES
RECEIVING OFFICE**

Date	18 August 2000
International Application No.	PCT/US00/15602
Attorney Docket No.	57103/118 ←

I. Certification under 37 CFR 1.10 (if applicable)

EE 163291378 US
Express Mail mailing number

18 August 2000
Date of Deposit

I hereby certify that the application/correspondence attached hereto is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231

<i>Shirley M. Miksa</i>
Signature of person mailing correspondence

Shirley M. Miksa
Typed or printed name of person mailing correspondence

II. New International Application

TITLE	SYSTEM AND METHOD FOR VIDEO PLAYBACK OVER A NETWORK	Earliest priority date (Day/Month/Year)

SCREENING DISCLOSURE INFORMATION: In order to assist in screening the accompanying international application for purposes of determining whether a license for foreign transmittal should and could be granted and for other purposes, the following information is supplied. (Note: check as many boxes as apply):

- A. The invention disclosed was not made in the United States.
- B. There is no prior U.S. application relating to this invention.
- C. The following prior U.S. application(s) contain subject matter which is related to the invention disclosed in the attached international application. (NOTE: *priority to these applications may or may not be claimed on form PCT/RO/101 (Request) and this listing does not constitute a claim for priority*)

Application no.		application no.	
Application no.		application no.	

- D. The present international application is identical to contains less subject matter than that found in the prior U.S. application(s) identified in paragraph C above.
- E. The present international application contains additional subject matter not found in the prior U.S. application(s) identified in paragraph C above. The additional subject matter is found throughout the application and DOES NOT ALTER MIGHT BE CONSIDERED TO ALTER the general nature of the invention in a manner which would require the U.S. application to have been made available for inspection by the appropriate defense agencies under 35 U.S.C. 181 and 37 CFR 5.1. See 37 CFR 5.15.

III. Response to an Invitation from the RO/US. The following document(s) is(are) enclosed:

- A. A Response to the Invitation to Correct Defects in the International Application
- B. Four Powers of Attorney (General)
- C. Replacement pages:

pages		of the request (PCT/RO/101)	pages	1-2	of the figures
pages		of the description	pages		of the
pages		of the claims			abstract

- D. Submission of Priority Documents
- E. Fees as specified on attached Fee Calculation sheet form PCT/RO/101 annex

- IV. A Request for Rectification under PCT Rule 91 A Petition A Sequence Listing Diskette
- V. Other (please identify): Postcard

The person signing this form is the: Applicant Attorney/Agent (Reg. No. 32,014) Common Representative

Typed name of signer	Douglas A. Boehm	Signature	<i>Douglas A Boehm</i>
----------------------	------------------	-----------	------------------------

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Iviewit Holdings, Inc., et al.
International Application No. : PCT/US00/15602
International Filing Date : 07 June 2000 (07.06.2000)
Title of Invention : SYSTEM AND METHOD FOR VIDEO PLAYBACK OVER A NETWORK

**RESPONSE TO THE INVITATION
TO CORRECT DEFECTS IN THE INTERNATIONAL APPLICATION**

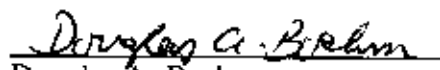
Assistant Commissioner for Patents
Box PCT
Washington, D.C. 20231

ATTN: RO/US

Sir or Madam:

In response to the Invitation to Correct Defects in the International Application (Form PCT/RO/106) dated 24 July 2000, Applicant respectfully submits four (4) duly-executed PCT General Appointments of Agent, and two (2) sheets of formal drawings, for filing in connection with the above-identified application.

Respectfully submitted,


Douglas A. Boehm
Registration No. 32,014

Dated: 18 August 2000

Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

PATENT COOPERATION TREATY
GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603
JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
PAUL S. HUNTER	Reg. No. 44,787
KATHERINE D. LEE	Reg. No. 44,865
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
RICHARD B. O'PLANICK	Reg. No. 29,096
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

attorneys at law of Firststar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 31st day of July, 2000 at Boca Raton, FL.
in U.S.A.

FOR: VIEWIT HOLDINGS, INC.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431
United States of America

BY: [Signature]
Title: PRESIDENT

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Signed this 21 day of July, 2000, at Boca Raton,
Florida, in U.S.A.

BY:


Eliot I. BERNSTEIN
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
United States

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Signed this 1 day of AUGUST, 2000 at 2:30 PM in U.S.A.

BY: 

Jeffrey S. FRIEDSTEIN
2142 Churchill Lane
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United States of America

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Signed this 21 day of July, 2000 at Boca Raton, FL in U.S.A.

BY: 

Brian G. UTLEY
1930 SW 8th Street
Boca Raton, FL 33486
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International application No.	International filing date	Priority Date Claimed
PCT/US00/15602	07 JUN 00	07 JUN 99

- C. In order that U.S. National processing may begin, certain items must be received by the DO/EO/US by the expiration of applicable time limit under
- PCT Article 22 or
 - PCT Article 39.
- Specifically:
- 1. U.S. National Fee
 - 2. Oath or Declaration 
 - 3. Copy of Application
 - 4. Translation of application
 - 5. Amendments under PCT Article 19, if any
 - 6. Translation of PCT Article 19 Amendments, if applicable
 - 7. Search Report or PCT Article 17(2) declaration
 - 8. International Preliminary Examination Report and its Annexes, if any, under PCT Article 36(3)(a), if applicable
 - 9. Translation of Annexes to the International Preliminary Examination Report under PCT Article 36(3)(b), if applicable


THE ABOVE CHECK ITEMS MUST BE TIMELY RECEIVED TO AVOID ABANDONMENT OF THE APPLICATION.
 [35 U.S.C. 371(d)]

D. Further information for the applicant:

This is only a reminder.

UNITED STATES DESIGNATED/ELECTED OFFICE

Address Only:
 Assistant Commissioner for Patent
 Box PCT
 Washington, D.C. 20231 Attn:RO/US

Authorized Office
 Catherine B. Williams 

developed image can be enlarged to sizes of between 8"x8" and 8"x12", or to any other appropriate size. The developed image is enlarged to provide additional photo information to scanning device 18. The developed image can be enlarged many times before the granularity of the image is visible to the human eye. An enlargement magnification capability of up to 1700 times or more may be attained for most views or scenes. It is, however, recommended that larger enlargement sizes be obtained for smaller developed images. As mentioned, the step of enlarging may not be necessary in all cases (e.g., where the size of the print film image or developed image is large enough to provide sufficient data to scanning device 18).

*and
over
target
frames*

*which
is
it*

At step 58, the enlarged image is scanned by scanning device 18 in order to generate a bitmap image file or other digital image file, such as, JPEG, GIF, or other files. Scanning occurs at a high scan density (e.g., 100 dpi or more, greater than 200 dpi, or about 600 dpi) to provide a large number of pixels in the resulting digital image file. Contrary to the teachings of the prior art, a large number of pixels are provided in the digital image file. According to one example, a sufficient number of pixels are provided in the enhanced digital image file to allow a user to magnify the digitized image in the viewing window of display 30 by a magnification factor of ~~21~~ without pixelation. Alternatively, a sufficient number of pixels are provided to allow the user to magnify the digitized image by a magnification factor of five, ten, twenty, one-hundred, or more.

different pixels also require more space in the display capacity especially file

for the end frames size

what

additional pixels

no. 9

According to one exemplary embodiment, the number of pixels provided in the enhanced digital image file is based on a viewing window size and the desired magnification ratio. By

*3000 x 1000
600 - 1400 dpi*

*data file size constant
time/file size*

providing more pixels in the enhanced digital image file than is required for a full-window view in the viewing window, the user is able to zoom and pan within the digital image during viewing without pixelation.

5 FIG. 7 illustrates relationships between a source image (e.g., a scanned print film image), a viewing window (e.g., a portion of display 30), a viewing image (e.g., a subset of pixels from the source image to be displayed in the viewing window), and a target image (e.g., the enhanced digital image file). The following parameters and description are for the purpose of creating large, clear, zoomable and panable images from a variety of photographic, non-digital source images.

10 The source image (si) has a source image height (sih) and a source image width (siw). Thus, the source image aspect ratio (siar) can be determined as:

15 $siar = sih/siw$

IS a viewing window a display not made of pixels, i.e. TV.

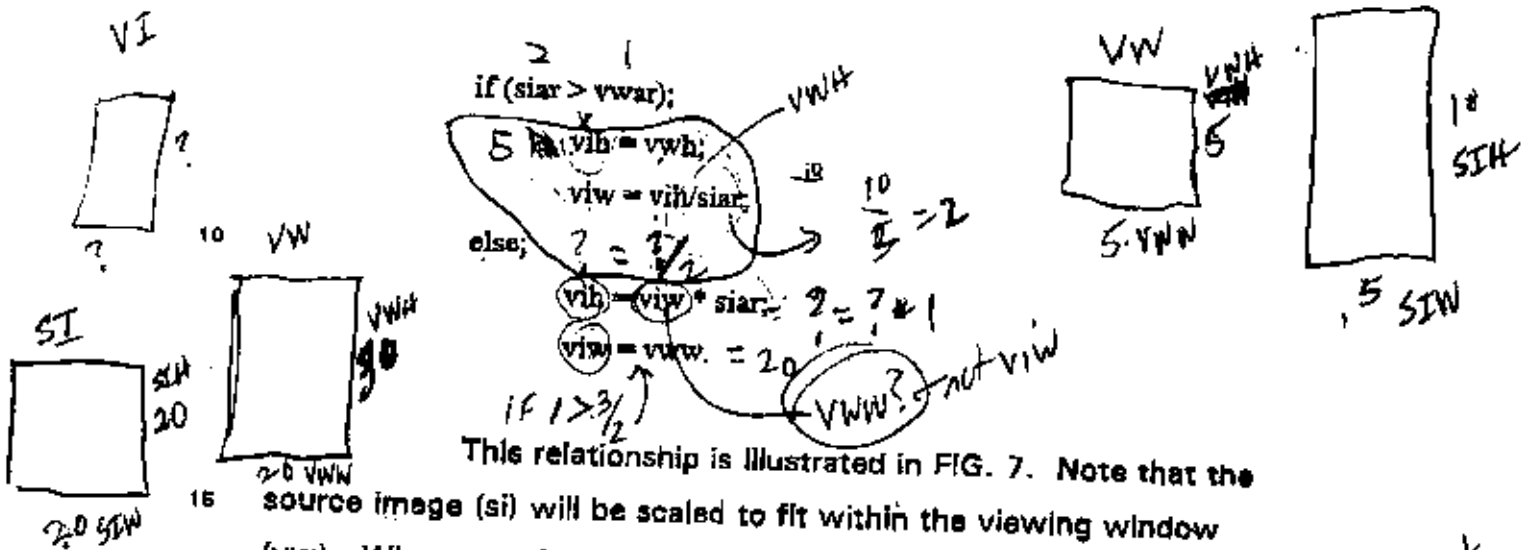
20 The viewing window (vw) is the window defined in pixels within which is to be displayed the source image. The viewing window (vw) has a viewing window height (vwh) and a viewing window width (vww), both defined in pixels. Thus, the viewing window aspect ratio can be determined as:

$vwar = vwh/vww$

It is noted that the source image (si) may have a different aspect ratio than the viewing window (vw). To place the source image (si) in the viewing window (vw), a subset of pixels

trying to solve for unknown by unknown

from the source image (si) must be selected and scaled. The viewing image height (vih) and viewing image width (viw) within viewing window (vw) can be determined by comparing the source image aspect ratio (siar) to the viewing window aspect ratio (vwar), as shown:



This relationship is illustrated in FIG. 7. Note that the

source image (si) will be scaled to fit within the viewing window (vw). When zooming into the image, the targeted portion of the zoomed image will fill the viewing window (vw) as described below.

The magnification factor (mf) is defined as the ratio of the viewing image to the target image. This ratio will determine the amount of zoom available without causing the image to distort due to fewer pixels in the image being displayed than available in the display medium. For a magnification factor (mf), a target image size (tis) having a target image width (tiw) and a target image height (tih) can be determined as the magnification factor (mf) times the viewing image size (vis):

$\frac{T}{V} = mf$

VI? what size? TI

$\frac{VIS}{TIS} = MF$

$\frac{VIS}{TIS} = MF$

$vis = viw * vih$; and $tis = tiw * tih = vis * mf$

$\frac{VIS}{TIS} = MF$

$\frac{VIS}{TIS} * MF = VIS * 1$

To obtain the target image height and width:

$vis = tis * mf$
 $tis = \frac{vis}{mf}$

$TIS = \frac{VIS}{MF}$

$TIS * MF = VIS$
 $TIS = \frac{VIS}{MF}$

$vis = tis * mf$

$$TIW^2 = \frac{TIS}{SIAR}$$

$$SIAR \times TIW^2 = TIS$$
$$SIAR = \frac{TIS}{TIW^2}$$

$$SIAR = \frac{TIW}{TIW}$$

$$SIAR = TIAR$$

$$TIW^2 = \frac{TIS}{SIAR}$$

$$tiw = \sqrt{\frac{tis}{siar}}$$
 and

$$\frac{FIW}{TIW} = SIAR \quad tiw = tiw + siar.$$

SIAR = TIAR → IS THIS INTENDED?

$$\frac{TIW}{SIAR} = \frac{TIS}{SIAR} \quad (TIW \times TIW)$$
$$\frac{1}{SIAR} = \frac{TIS}{1}$$

What about cropping
letterbox formats
stretching
What about a SI that is 8x6 and you enlarge it to 8x10.

The relationship between the target image and the viewing image is shown in FIG. 7. The relationship between the target image and the viewing window is also shown. A zoom to the maximum level will be shown in the viewing window as illustrated at drawing 120. By panning the viewing window, every portion of the target image may be viewed from each level of zooming.

To determine the minimum scan density (msd) to avoid pixelation at the desired magnification factor (mf):

$$msd = \frac{tiw}{vhw}$$

$$MSD = \frac{100}{8} = 12.5$$

Why is it the part of this equation? Explain? where's dpi?

EXAMPLE 1

Determine the target image size and dimensions, and minimum scan density for the following case:

Source Image = 4" x 6"

Desired Magnification Factor = 20

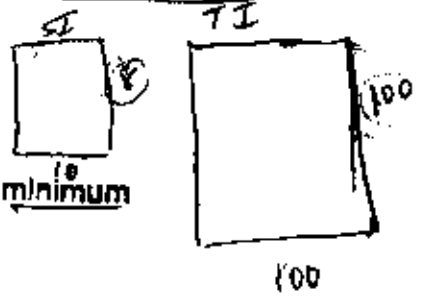
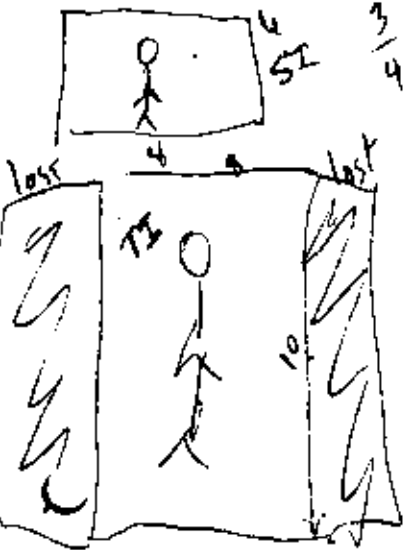
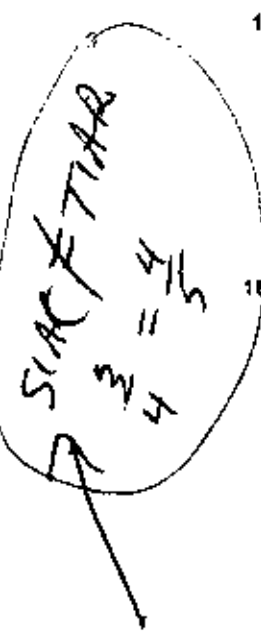
Source Image Aspect Ratio = 4/5 = 0.8

Define the Viewing Window: assume 320h x 480w pixels

Viewing Window Aspect Ratio = 320 / 480 = 0.75

The Source Image Aspect Ratio is > the Viewing

$\frac{4}{5}$ (SIAR)



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Window Aspect Ratio:

0.8 > 0.75 therefore:

$v_{ih} = v_{wh} = 320$ pixels

$v_{iw} = v_{wh} / 0.8 = 320 / 0.8 = 400$ pixels

should be v_{wh} on p. 19

The Viewing Image size = $v_{is} = 320 \times 400 = 128,000$

pixels - *how does this equate to other, non-pixel, display mediums*

The Target Image size = $v_{is} \times 20 = 128,000 \times 20 = 2,560,000$ pixels $TIS = \frac{v_{is}}{MF}$

$TIS = \frac{128,000}{.20}$

need to reconcile this w/ formula on p. 14

The Target Image width = $\sqrt{2,560,000 / 0.8} = 1789$ pixels

The Target Image height = $1789 \times 0.8 = 1431$ pixels

$TIW = \sqrt{\frac{TIS}{SIAR}} = \sqrt{\frac{2,560,000}{.8}} = 1,789.25$

IS THE formula on p. 13 is right?

The Minimum Scan Density = $1789 / 5 = 358$ pixels per inch

$1,789 / 4 = 447.25$

The photo scan can be any scan density > ~~357~~ pixels per inch

447.25

447.25

Thus, a 4" x 5" print film image should be scanned at greater than ~~357~~ pixels per inch to allow magnification/zoom up to 20 times in a viewing window of 320 x 240 pixels. An enhanced digital image file having 2,560,000 pixels provides a sufficient number of pixels for this example.

EXAMPLE 2

Determine the Target Image size and dimensions, and minimum scan density for the following case:

Atty. Dkt. No. 57103/120

Source Image = $\frac{H}{W} = 4" \times 5"$

Desired Magnification Factor = 20

Source Image Aspect Ratio = $4 / 5 = 0.8$

Define the Viewing Window: assume 360h x 400w pixels

Viewing Window Aspect Ratio = $360 / 400 = 0.9$

The Source Image Aspect Ratio is < the Viewing Window Aspect Ratio:

$0.8 < 0.9$ therefore:

$v_{hw} = v_{ww} = 400$ pixels

$v_{ih} = \frac{v_{hw}}{V_{WW}} \times 0.8 = 400 \times 0.8 = 320$ pixels

The Viewing Image size = $v_{ie} = 320 \times 400 = 128,000$ pixels

Where is this relationship defined

The Target Image size = $v_{is} \times 20 = 128,000 \times 20 = 2,560,000$ pixels

The Target Image width = $\sqrt{2,560,000 / 0.8} = 1789$ pixels

The Target Image height = $1789 \times 0.8 = 1431$ pixels

The Minimum Scan Density = $1789 / 5 = 358$ pixels per inch

p. 15 MSF = $T_{ih} / S_{ih} = 1431 / 4 = 357.75$

The photo scan can be any scan density > ~~357~~ pixels per inch
357.75

Atty. Dkt. No. 57103/120

EXAMPLE 3

Determine the Target Image size and dimensions, and minimum scan density for the following case:

H W

Source Image = 5" x 4" (portrait orientation)

~~5 = H~~
~~4 = W~~

Desired Magnification Factor = 20

Source Image Aspect Ratio = $5 / 4 = 1.25$

Define the Viewing Window: assume 360h x 400w pixels

Viewing Window Aspect Ratio = $360 / 400 = 0.9$

The Source Image Aspect Ratio is $>$ the Viewing Window Aspect Ratio:

$1.25 > 0.9$ therefore:

$v_{ih} = v_{wh} = 360$ pixels

$v_{iw} = \frac{v_{ih}}{1.25} = 360 / 1.25 = 288$ pixels

The Viewing Image size = $v_{is} = 360 \times 288 = 103,680$ pixels

The Target Image size = $v_{is} \times 20 = 103,680 \times 20 = 2,073,600$ pixels

The Target Image width = $2,073,600 / 1.25 = 1288$ pixels

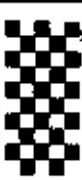
The Target Image height = $1288 \times 1.25 = 1610$ pixels

The Minimum Scan Density = $1288 / 4 = 322$ pixels per inch

$MSD = t_{ih}/s_{ih} = 1288/5 = 257.6$

The photo scan can be any scan density > 322 pixels per inch

257.6



Facsimile Transmitted

To: Doug Boehm Fax: 414-297-4900

From: Jim Armstrong Date: 8/4/00

Re: iviewit.com, LLC. Pages: 9 (including cover)

CC: Eliot Bernstein, Steve Becker

Urgent For Review Please Comment Please Reply Please Recycle



The following pages from the most recent filing contain errors in the the form of either
 technical errors or improper formula expression. These errors include many of the same
 errors that we discussed on Wednesday.

Please call Eliot and/or me as soon as possible to discuss how we correct these errors. My
 direct number is 732-747-1448 and Eliot's is 561-999-8899.

Thanks.

-Jim

Atty. Dkt. No. 57103/120

determined by comparing the source image aspect ratio (sir) to the viewing window aspect ratio (vwr), as shown:

if $sir < vwr$ then:

$$vih = vwh$$

5 $viw = vih * sir$

but if $sir \geq vwr$ then:

$$viw = vww$$

$$vih = viw / sir$$

This relationship is illustrated in FIG. 7.

10 Note that the target image (ti) is created from the source image (si), by scaling the image (si) down to fit within the viewing window (vw). When the target image (ti) is scaled down by the desired maximum magnification factor (mmf) to fit within the viewing window (vw), the scaled target image is called the viewing image (vi).

15 The maximum magnification factor (mmf) is defined as the ratio of the target image area (tia) to the viewing image area (via). This ratio will determine the amount of zoom available without causing the image to distort due to pixelation, i.e., when fewer pixels are in the viewing image being displayed than available in the viewing window.

20 So:

$$\text{target image area (tia)} = tiw \times tih$$

and since

$$via = viw \times vih$$

then

25 $tia = via \times mmf$

To obtain the target image width and height:

$$tiw = \text{squareroot}(tia * sir)$$

$$tih = tiw / sir$$

30 The relationship between the target image and the viewing image is shown in FIG. 7. The relationship between the target image

Atty. Dkt. No. 57103/120

and the viewing window is also shown. A zoom to the maximum level will be shown in the viewing window as illustrated at representation 120 of FIG. 7. By panning the viewing window, every portion of the target image may be viewed from each level of zooming.

5 To determine the minimum scan density (msd) to avoid pixelation at the desired maximum magnification factor (mmf):

$$msd = tih/sih. = t1w/s1w$$

EXAMPLE 1

Determine the Target Image Area and dimensions, and minimum scan density for the following case:

Source Image = 5" wide x 4" high

Desired Magnification Factor = 20

Source Image Aspect Ratio = 5 / 4 = 1.25

Define the Viewing Window: assume 480w x 320h pixels

15 Viewing Window Aspect Ratio = 480 / 320 = 1.5

The Source Image Aspect Ratio is < the Viewing Window Aspect Ratio:

1.25 < 1.5 therefore: v/h

$$vih = vwh = 320 \text{ pixels}$$

$$viw = vwh * 1.25 = 320 * 1.25 = 400 \text{ pixels}$$

20 The Viewing Image Area = vis = 320 x 400 = 128,000 pixels

The Target Image Area = vis x 20 = 128,000 x 20 = 2,560,000

pixels

$$T1W = \sqrt{2560000 * 1.25} = 1789$$

WRONG
EXPRESSION
USED

The Target Image width = 2,560,000 / 0.8 = 1789 pixels

The Target Image height = 1789 x 0.8 = 1431 pixels $T1H = \frac{1789}{1.25} = 1431$

25 The Minimum Scan Density = 1789 / 5 = 358 pixels per inch - $\frac{1431}{4} = 358$

The photo scan can be any scan density > 357 pixels per inch

Thus, a 5 x 4" print film image should be scanned at

greater than 357 pixels per inch to allow magnification/zoom up to 20 times in a viewing window of 320 x 240 pixels. An enhanced digital

480 x 320

Atty. Dkt. No. 57103/120

image file having 2,560,000 pixels provides a sufficient number of pixels for this example.

EXAMPLE 2

Determine the Target Image Area and dimensions, and minimum scan

- 5 density for the following case:

Source Image = 5" x 4" → state which is height & which is width.

Desired Maximum Magnification Factor = 20

Source Image Aspect Ratio = 5 / 4 = 1.25

Define the Viewing Window: assume 400w x 360h pixels

- 10 Viewing Window Aspect Ratio = 400 / 360 = 1.11

The Source Image Aspect Ratio is > the Viewing Window Aspect Ratio:

1.25 > 1.11 therefore:

$v_{iw} = v_{ww} = 400$ pixels

$v_{ih} = v_{iw} / 1.25 = 400 / 1.25 = 320$ pixels

- 15 The Viewing Image Area = $v_{ia} = 400 \times 320 = 128,000$ pixels

The Target Image Area = $v_{ia} \times 20 = 128,000 \times 20 = 2,560,000$ pixels

WRONG
EXPRESSION
USED

- The Target Image width = $2,560,000 \div 1.25 = 1789$ pixels $TIW = \sqrt{2,560,000 \div 1.25} = 1789$

The Target Image height = $1789 / 1.25 = 1431$ pixels

The Minimum Scan Density = $1431 / 4 = 358$ pixels per inch — correct

- 20 The photo scan can be any scan density > 357 pixels per inch

EXAMPLE 3

Determine the Target Image Area and dimensions, and minimum scan

density for the following case:

Source Image = 4" wide x 5" high (portrait orientation)

- 25 Desired Magnification Factor = 20

Source Image Aspect Ratio = 4 / 5 = 0.8

Define the Viewing Window: assume 400w x 360h pixels

Viewing Window Aspect Ratio = 400 / 360 = 1.11

The Source Image Aspect Ratio is < the Viewing Window Aspect Ratio:

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0.8 < 1.11 therefore:

$$v_{ih} = v_{wh} = 360 \text{ pixels}$$

$$v_{iw} = v_{ih} * 0.8 = 360 * 0.8 = 288 \text{ pixels}$$

$$\text{The Viewing Image area} = v_{ia} = 360 \times 288 = 103,680 \text{ pixels}$$

$$\text{The Target Image area} = v_{ia} \times 20 = 103,680 \times 20 = 2,073,600 \text{ pixels}$$

Wrong
Expression
used

$$\text{The Target Image width} = 2,073,600 * 0.8 = 1288 \text{ pixels} \quad T_{iw} = \sqrt{2,073,600 * 0.8} = 1298$$

$$\text{The Target Image height} = 1288 / 0.8 = 1610 \text{ pixels}$$

$$\text{The Minimum Scan Density} = 1610 / 5 = 322 \text{ pixels per inch}$$

The photo scan can be any scan density > 321 pixels per inch

10 Returning now to FIG. 2, at step 60, the enhanced digital image file is provided to computer 22 in a digitized format, i.e., pixel-based, bitmapped, etc. (as opposed to vector graphics based format), such as in either in a bitmap BMP format or a compressed JPEG format. Computer 22 performs a touch-up operation on the scanned image in
15 order to make refinements or enhancements thereto. This touch-up operation is accomplished by utilizing imaging software. Touch-up steps may include cleaning the edges of the image, adjusting lighting, adjusting colors, etc. Adobe PhotoShop software, manufactured by Adobe Systems Inc., San Jose, California, can be used as the imaging
20 software for touching up the images.

 According to one example, multiple images can be stitched together after scanning, and before or after compression, thereby creating a panoramic scene or image, or simply a scene requiring a plurality of photographs. This stitching operation can be performed by
25 utilizing photo stitching software such as, for example, Photo Vista software by Live Picture, Live Picture Reality Studio or Live Picture Object Modeler. Stitching may comprise sufficient photos for a 360 degree panoramic image of a scene. If images are stitched, they may be touched-up at step 60.

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At step 62, if desired, and if the enhanced digital image file has not yet been compressed (e.g., by scanning device 18 or the touch-up software), the image is then converted from a bitmap file format (e.g., BMP) to a compressed file format (e.g., JPEG). Other compression algorithms are contemplated. Adobe Image Ready software is utilized to perform the BMP-to-JPEG file conversion in this exemplary embodiment. The compression is set to a very high compression factor, such as, 70% to 90%, but may alternatively be set to other compression factors. The target image area be set as one of the parameters for compression, thus ensuring an optimum compressed file size.

At step 64, user interface or control data is associated with the enhanced digital image file. The user interface data is a program or code segment (e.g., a Java applet) that provides a graphic user interface on display 30 upon loading of the image. The user interface program is associated with the enhanced digital image file such that the combined file or files can automatically launch the graphic user interface, decompress the digital image data, and display at least a portion of the digital image data within a viewing window having a predetermined viewing size on display 30.

The user interface data may alternatively be a plug-in, applet, or other software program, such as, Photo Vista, Reality Studio, or Object Modeler manufactured by Live Picture Inc., San Francisco, California, or an IPIX plug-in manufactured by Internet Pictures Corporation of Oak Ridge, Tennessee. The user interface data may be either associated with the enhanced digital image file such that it is downloaded with the enhanced digital image data, or it may be launched independently from the enhanced digital image data as, for example, an applet or plug-in on user computer 28. If the user interface data is launched independently of the image data, it may either be first opened by the user before downloading the enhanced digital image file, or it may

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be automatically opened by the enhanced digital image file, such as, via a script or other code segment within the enhanced digital image file.

Referring to FIG. 3, an exemplary screen print 80 from display 30 is shown illustrating the graphical user interface 82 generated by the user interface program. User interface 82 includes a viewing window or frame 84 for displaying the digital image data 86. User interface 82 further includes zoom buttons 88 for allowing the user to zoom into and out of digital image data 86. By actuating one of zoom buttons 88, user interface program resizes digital image data 86 within viewing frame 84. User interface 82 further includes panning buttons 90 to allow the user to pan up, down, left, and right within image data 86.

Once the user interface program is associated with the enhanced digital image data, the resulting image is ready for providing to a network server, projection from a projector, display system, posting, or playback, to or from a host computer, a Web server, a Web site, or a Web page. At step 66, the enhanced digital image is uploaded to a network server. In the instance where the enhanced digital image is posted to an Internet Web server, the upload from computer 22 to the respective server can be performed by utilizing file uploading software, such as, Web FTP (file transfer protocol) Pro software, manufactured by Ipswitch, Inc., Lexington, Massachusetts.

Referring now to FIGS. 3, 4, and 5, exemplary print screens are shown illustrating the result of an upload or download of the enhanced digital image file to user computer 28 for display on display 30. In FIG. 3, digital image data 86 of a collectible stamp image is shown within a viewing window 84. Although viewing window 84 is slightly smaller than the full-screen size of display 30 (e.g., 640 x 480 pixels in this example), viewing window 84 can alternatively be configured for full-screen display, or display in other sizes or resolutions. As shown, digital image data 86 shows no sign of pixelation.

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In FIG. 4, a user has actuated zoom buttons 88 to zoom-in to the digital image. In response, the user interface program provides additional digital image data from the enhanced digital image file stored in a memory (e.g., a hard drive) of user computer 28, to provide a zoomed view of the digital image. Thus, the view of FIG. 4 also shows little sign of pixelation even though the image has been magnified many times.

In FIG. 5, a user has actuated pan buttons 90 to display the lower left-hand corner of the digital image data within viewing window 84. The user has also actuated zoom buttons 88 to zoom-in to the digital image data. Again, little pixelation is visible.

As mentioned, the principles described herein are also operable with a digital image taken by a digital camera. Referring now to FIG. 6, a method 100 of providing an enhanced digital image file utilizing a digital camera is shown. At step 102, the digital camera is configured to acquire a digital image. In this step, the camera is set with a high resolution to acquire at least enough pixels for a magnification of two times the size of the viewing window provided on display 30, though higher numbers of pixel data may also be acquired.

Again referring to FIG. 7 and the corresponding description hereinabove, with a digital source image, the maximum magnification factor (mmf) should not produce a target image larger than the source image in pixels because of the pixel distortion or pixelation effect, i.e., distortion due to fewer pixels in the image being displayed than available in the viewing window. Since:

$$\text{target image area (tia)} = \text{tiw} \times \text{tjh} = \text{via} \times \text{mmf}$$

then to obtain the target image width and height:

$$\text{tiw} = \sqrt{\text{tia} \times \text{sir}}$$

$$\text{tjh} = \text{tiw} / \text{sir}$$

if $\text{tjh} > \text{sih}$ then set $\text{tjh} = \text{sih}$ and $\text{tiw} = \text{siw}$

*need the
squareroot*

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EXAMPLE 4

Determine the Target Image size and dimensions, and minimum scan density for the following case:

Source Image = 1600 x 1200 pixels

Desired Magnification Factor = 20

Source Image Aspect Ratio = 1600 / 1200 = 1.33

Define the Viewing Window: assume 480w x 360h pixels

Viewing Window Aspect Ratio = 480 / 360 = 1.33

The Source Image Aspect Ratio is = the Viewing Window Aspect Ratio:

0.75 = 0.75 therefore: $1.33 = 1.33$

vih = vwh = 360 pixels

viw = vih * 1.33 = 360 * 1.33 = 480 pixels

The Viewing Image area = via = 480 x 360 = 172,800 pixels

The Target Image area = via x 20 = 172,800 x 20 = 3,456,000 pixels

The Target Image width = $\sqrt{3,456,000 * 1.33} = 2147$ pixels

The Target Image height = 2147 / 1.33 = 1610 pixels

But tih of 1610 pixels is > 1200 pixels therefore:

tih = 1200 pixels

tiw = 1600 pixels

tia = 1200 x 1600 = 1,920,000 pixels

Effective Maximum Magnification Factor = tia / via
= 1,920,000 / 172,800 = 11.1

The Minimum Scan Density = N/A

Steps 104 (touch-up image), 106 (compress file), 108

(associate user interface data), and 110 (upload file) may proceed as described with reference to FIG. 2 in the print film image exemplary method.

The above method can be repeated using different depth images or digital photographs for the images in order to create areas of higher resolution or "hot spots" within an image for detailed close-up

wrong expression

Why discuss MSD at all? It's not applicable. If a digital image is printed and later scanned, then you will follow the math steps for print, not the steps for digital.

1 camera with you at any of those meetings? 199

2 A. I didn't take a camera with me.

3 Q. Now, going back to the Iviewit
4 technologies, the heart of the company's
5 property, intellectual property, was there ever
6 any concern expressed to you, as COO and
7 president of the company, concerning the math,
8 the poor math that was submitted to the patent
9 office with errors? Is there anyone who
10 expressed any concern to you about that?

11 MR. PRUSASKI: Object to the form.

12 THE WITNESS: There was a dispute as
13 to the consistency of the mathematical
14 representation, not to accuracy.

15 By MR. SELZ:

16 Q. Okay. So it wasn't dealing with the
17 accuracy of the math or computational errors; it
18 was dealing with whether or not the math properly
19 applied the processes involved?

20 A. No. It was, I said, consistency.

21 Q. Consistency, okay. Well, explain to
22 me what you mean by consistency, then, sir, so I
23 can understand.

24 A. Well, there may be several different
25 ways of deriving the same number, and it could be

1 derived using one form in one place and another 200

2 form in another place. The result is always the
3 same and both forms are accurate.

4 Q. But they're not consistent?

5 A. They are not -- they don't show the
6 same format, but the values and the value derived
7 is always the same. It is mathematically
8 correct.

9 Q. Okay. So did anyone ever express to
10 you a concern about those particular issues?

11 A. There was a concern expressed, yes.

12 Q. By who?

13 A. By Eliot Bernstein.

14 Q. How about Murice Buchsbaum, did he
15 ever express any concern to you about the math
16 submitted?

17 A. Murice Buchsbaum didn't understand
18 the math.

19 Q. Okay. So he never, he never
20 expressed any concern to you then?

21 A. Not on that score.

22 Q. Did the board of directors ever
23 question you about the patent materials submitted
24 or any problems with the patent submitted to
25 these intellectual property rights?

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A. No.

MR. PRUSASKI: Object to the form.

By MR. SELZ:

Q. Did you ever discuss with the board of directors any of the problems with Foley & Lardner or Meltzer Lippy's work with regard to the patent?

A. I don't recall discussing any problem with respect to Foley & Lardner's work because I don't recall any problem with Foley & Lardner's work.

Q. Okay. How about Meltzer Lippy, I think you described yesterday, there were some concerns; were those discussed with the board of directors?

A. The work done with Meltzer Lipper, was done mostly before my time.

Q. What about the part that was done during your time, were you concerned about any of the quality of the work that was performed or any problems you felt might arise from that work?

A. I did not, during that time, discover any problems.

If I may ask the question, I'm puzzling here to understand why this form of

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questioning is relevant to the Proskauer
litigation?

202

Q. Well, actually, sir, and I don't mean to be impolite in any manner whatsoever, but the role here for you is not really to ask these questions, but rather to answer the questions that are posed. So, although I appreciate your concerns, that's not something really for you to determine, but rather for posing counsel to bring before the court, if these matters should ever be submitted.

So, again, I'm not attempting to be rude or impolite in any manner, but these are the questions we can pose to you and you are duty bound to answer them.

MR. PRUSASKI: I would just say to some extent, because he's not represented here, I think he's got the right to --

MR. SELZ: He doesn't have any right to object. And you know, Chris, you and I both know, that even if you object to the form of a question or relevancy, the witness still has to answer it.

MR. PRUSASKI: I agree, and I think Mr. Utley knows that he needs to answer the

1 questions, but I think because he's not
2 represented, to some extent, he does have the
3 right to question the relevancy.

4 MR. SELZ: Well, I mean, he can
5 object based on the relevancy or you can object
6 based on the relevancy, but he cannot question
7 the validity of what I'm asking based on a
8 relevancy objection.

9 MR. PRUSASKI: Okay. I just think
10 that his last comment was basically just a lay
11 person's objection to the relevance.

12 MR. SELZ: That's fine. I mean, you
13 know --

14 MR. PRUSASKI: And I'd like to
15 state --

16 MR. SELZ: I don't even know if he
17 has standing to interpose an objection because
18 he's not a party to the case. So, well, I guess
19 whatever, but the bottom line is we'll proceed so
20 we can hopefully get through this as quickly as
21 possible and release Mr. Utley from his
22 obligations here.

23 MR. PRUSASKI: Okay. And I'd like
24 to join Mr. Utley with objecting to the relevance
25 of the question too. Go ahead.

1 MR. SELZ: (No response.) 204
2 MR. PRUSASKI: Steve?
3 MR. SELZ: Yeah, I'm still here.
4 MR. PRUSASKI: Okay. Go ahead when
5 you're ready. I guess we're done.
6 MR. SELZ: You're done with your
7 objections. Okay, fine.
8 MR. BERNSTEIN: Could somebody
9 repeat the last question for me, please.
10 MR. SELZ: The last question was are
11 you, are, were you aware of any situations
12 according to -- Madam Court Reporter, actually if
13 you could do me a favor, if you read back that
14 last question, I would appreciate it.
15 (Whereupon, the requested portion
16 was read back.)
17 MR. SELZ: That's fine, thank you.
18 By MR. SELZ:
19 Q. Did Foley & Lardner ever discuss
20 with you any potential errors in the patents and
21 any potential liabilities that would arise from
22 those errors?
23 MR. PRUSASKI: Object to the form.
24 Assumes facts not in evidence.
25 MR. SELZ: Well, let me start off

1 with the basic question then.

2 By MR. SELZ:

3 Q. Did Foley & Lardner ever advise you
4 that there were any errors in the patents?

5 A. No.

6 Q. So, then, they never advised you of
7 any liabilities or any errors that might arise
8 from any errors because there weren't any; is
9 that your testimony is today?

10 A. They never advised me that there
11 were any errors in the patents.

12 Q. Okay. Now, with regard to the
13 Proskauer Rose billing, you had indicated that
14 you had authorized certain payments to be made
15 and Mr. Prusaski had showed you a series of
16 letters sent to you by Chris Wheeler and your
17 responses on a couple of those.

18 Were those payments ever authorized
19 by the board of directors of Iviewit?

20 A. The board of directors normally does
21 not become involved in the administration of
22 accounts receivable and accounts payable.

23 Q. Okay. Well, you, in your own
24 testimony, sir, indicated that the company was in
25 a cash poor position; is that true?

Eliot I. Bernstein

From: Eliot I. Bernstein [alps1@bellsouth.net]

Sent: Wednesday, August 09, 2000 11:10 AM

To: Douglas Boehm (E-mail); James F Armstrong (E-mail); Simon L. Bernstein (E-mail); brian@iviewit.com



www.iviewit.com

Doug - As you can imagine I am a bit upset myself with last Friday's conversations but for different reasons. I have made not one single unfounded accusation. My remarks were based on facts. If you read the transcript what initiated that call was that when we received the patent that was filed, many of our changes were not incorporated. Most of the changes in the math that we spent the entire day with you laboring over were not incorporated in the patent. The math had fundamental errors still such as missing square roots etc. Also, if you listen to the tapes you will find that Brian was also upset that the math that he had sent several days earlier was also not included. Therefore, we seem to see wild accusations as separate items.

I would have liked to have more time to review the patent myself but you and Steve were working with Brian and I did not really have time to review until the week prior to filing when I first received the first draft. This gave me very little time to review prior to filing, so I am unclear as to how I could have done things any faster as you said in your letter. I figured we had established most of the meat of the invention when you came to our offices several months ago and that the final patent would have been well thought out, and that the math would be correct and tested. When I received the first draft of the filing, again, we had failed to cover zoom without pixelation. When I saw the complexity of the math, I asked my friend to explain it to me. What Jim found were huge errors that we spent our entire day reviewing with you. We agreed to those changes and we trusted that they would be incorporated in our filing. They were not. You now refer to these as minor changes but while we first reviewed them you called them very significant.

As you articulately pointed out, I am neither a patent attorney nor an engineer nor a mathematician, so I have hired people I do trust. What was shocking to me as naive as I may be was that these were items that were discussed to full understanding and yet they remained wrong. You cannot argue that there is much wrong with my anger since it remains founded in facts. Anger is associated with fear, and this seemed to put me and my partners in danger because of the errors. Thus, I re-acted to these facts by asking Steve what liabilities we would now encumber and this is of major concern to my shareholders etc. if there were liabilities that arose.

Regarding the patents Ray filed, it was you and Steve that pointed out that there could be problems in Ray's filings. Again, I re-acted in fear. How can the people we are entrusting to our inventions fail to serve us well? Thus, I alerted those involved and you presented your position on Ray Joao since you were the one who made the accusations in the first place. After listening to you we had decided to go back and amend Rays application to claim priority of all matter to that initial date. When we talked with Steve it was unclear if we were still on that same path and that

was because of the bar date. We revisited the bar date issue and it became unclear as to whether it was September or August based on Centrack. When we noticed that the math and illustrations were not based on the stuff Brian had sent you we asked Steve to explain, he had no answer as to why it had been filed without it. Then, if you listen to the tapes, you will see that Brian was very upset that these changes had not been entered. He was shocked and so expresses his emotions on the tape. Have you written him an angry letter, calling him a wildcard that has unfounded accusations.

As to holding the meeting without you, we were very concerned about the mistakes in the filing and we did try several times to call you. Per Steve and your secretary it was determined that you were totally unreachable by any communication methods. We did not know that this was a foul and had Steve felt uncomfortable he should have passed on the call or brought Bill Dick in.

I have not gone behind your back and made accusations, I am simply trying to understand why the filing was missing the corrections we had worked on, and why Brian's math he had sent days earlier was not included and what this would expose us to. If the math mistakes were critical, it would have been I who would have had to explain to our board why their investments may have not been adequately protected. How would you feel in that position?

Since these items that will be corrected are in fact mistakes and not accusations of mistakes, I fail to understand why your retort appears so hostile. Why you feel the need to attack my personality etc. The point of Friday's conversation was to make changes where change is due and move forward, together. We asked for a clear and concise letter addressing these and other issues that would help clear up the mistakes etc.

I do understand why you want to seek wrath against me or my company for founded factual mistakes, made on your part. I was expecting an apology from you as to why this occurred in the first place, not a letter accusing me of any wrong doings. I did nothing wrong. I feel that the bill for that filing should instead be reduced for the time and effort that was wasted and will be further wasted fixing the errors.

I am a little confused by the statement; "Since you seem to have a predisposition to sue your patent lawyers, I now have to religiously follow all of our firms practices and procedures for documenting everything I say and do with you." Why were we not doing this all along, as it seems a practice of the firm to protect your clients and why would this subject me to additional rates?

I am also puzzled as to why you chose to write me directly and not include the other people involved in this matter. First, Brian was also very upset and puzzled by this. Brian, unlike me, has good knowledge in this arena; he has been hired to handle the intellectual property of the firm. If anyone has failed to understand any of the things you have mentioned, you must confront him. Brian has been working with you to develop and cultivate the property; if we are in the dark you must confront him. I am naive in this world and this is why I have entrusted both him and you to protect the company. Also, my father was on the phone and Jim Armstrong and neither have felt that I did anything wrong or unjust. Thus, I feel obligated to let them respond to your letter as well.

I am sorry for your feeling that I have accused you of wrong doings. I was just upset with the facts of the matter and may have seemed scared and afraid. I like both Steve and yourself and do appreciate all you have done. It does not negate the problems though. I am unsure of how you

want to proceed with the firm but I think this need to be handled by all involved parties.

Best regards,

Eliot

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

From: Boehm, Douglas A.

To: Eliot Bernstein (Iviewit)

Sent: 8/9/00 2:46 AM

Subject: PERSONAL AND CONFIDENTIAL

**PERSONAL AND CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED**

Eliot--

I need to discuss something personally with you that is very important to our working relationship. I am sending this via e-mail and only to you, without copying Brian or anybody else, so whether you share it or not is entirely up to you. Please take the time to read and consider the following.

I am very upset with the way you handled the situation at last Friday's teleconference with Steve Becker regarding the latest patent application filing, and I am particularly offended by your exaggerations, accusations, and criticisms of our work. I listened to the tape of the teleconference, and I was shocked.

First, you know that I am the Foley & Lardner partner responsible for Iviewit work, and Steve Becker is the associate who reports to me. I can't believe that you decided to hold that teleconference Friday with Steve without me being present. That was really low. If you want to fly off the handle and jump to conclusions without talking to Brian first, that's your business. But when it comes to making accusations about the quality of my work product to my associate, that's my business.

Second, Steve and I have consistently put 110% effort into everything we have done for you. Last week, I put in 200% effort, flying down to Florida on short notice so you can hold a meeting to figure out if you were going to sue your former patent attorney, having me spending all the next day with your investment bankers, and then spending the night in the O'Hare airport and coming directly to work the very next day to revise and file a patent application for you by midnight. I don't know very many people that would have done that for a client. Now you get all bent out of shape over a few minor math mistakes -- which are readily correctable.

4/24/2003

Third, during the Friday teleconference, you accused us of changed strategies, filing delays, and huge mistakes. If there were any strategy changes, they were partly your fault -- because you don't understand what's happening on the IP side of your business, even though we have tried to explain it all to you many times. But that's fine if you trust your people. You have excellent people working with you, but you simply don't listen to us. Instead, you make wild accusations and inflammatory statements about things you know nothing about. The delays and the mistakes were also, to a large extent, your fault. Had you gotten Jim involved earlier, had you worked closer with Brian to understand the math, had you spent more time reviewing the application drafts, then perhaps none of this would have happened. You can't just sit back now and blame us. Sorry, but I won't put up with it.

Fourth, you have strained our working relationship. We now have to tape each others' telephone conversations so we can point fingers and threaten to sue each other? What kind of a working relationship is that? I figured out from day one that you were a wildcard, but I didn't mind that, because I can relate to wildcards. A lot of brilliant inventors are wildcards. I have even been accused of being a wildcard myself. But just because you're a wildcard doesn't mean you have the right to make unfounded accusations and cut people off at the knees.

I'm afraid this latest episode is going to cost you. Steve Becker won't work on any Iviewit matters any longer for me. That's going to cost you an additional \$40.00 per hour in legal fees, now that I have to do the work myself. Since you seem to have a predisposition to sue your patent lawyers, I now have to religiously follow all of our firms practices and procedures for documenting everything I say and do with you. That's going to take me extra time and cost you extra money. Foley & Lardner raises its billing rates on September 1st, and I was previously considering discounting our rates for Iviewit as I have done in the past. After all of your accusations, I don't have any inclination to do so. I've also been dragging my feet on providing you with our bills, as a favor to you and Brian, since I knew you were cash-strapped. No more. I'm sending your bills as soon as I can. I have somehow lost my motivation to get into hot water with my firm for such an unappreciative client.

The way I see it, you owe us an apology. Steve worked many long, frustrating hours trying to pull an invention out of your head and get it down on paper. Apparently Ray Joao had the same problem. You owe Steve an apology for blaming him, without proof, of cutting and pasting the mathematical formulas into the wrong document, and for accusing him of not copying you on the patent correspondence, and for getting angry and using profanity at the meeting. No lawyer should have to put up with that kind of abuse from a client -- let alone a bright young associate like Steve. Fortunately for him, Foley & Lardner has enough work that he doesn't need to work for me on Iviewit patent applications for billable hours -- so he's not going to anymore.

I think you owe me an apology too, and I consider myself pretty thick-skinned when it comes to these kinds of things. I have spent numerous nights and weekends working on your agreements and patent applications in order to satisfy your unreasonably short deadlines. Then you accused me in front of everybody -- but behind my back -- of changing the math without your knowledge, altering numbers, missing a priority date, not filing the changes everybody agreed to, missing diagrams from final patent documents, changing filing strategies, and generally providing you with inferior work product. As you can see from my letter explaining the so-called errors, you blew everything out of proportion, and without even talking to Brian or me. You got everybody all excited, including your Father, and you're also talking about notifying the stockholders. Notifying them of what? Your unfounded accusations?

In order for me to continue working with you, you need to change. You need to promise me that you will act in a civil and professional manner from here on out. If you don't like the way I'm doing something, call me on it -- don't hold a meeting about it without me. If you don't understand a particular patent strategy, just ask me --instead of accusing me of changing the strategy. If a problem occurs on a team of which you're a member, try to resolve it as a team effort -- don't distance yourself and blame it on somebody else when you are partly at fault.

You first had problems with Ray Joao, so you came to Foley & Lardner. Now you have problems with us, and Steve bailed out. Are you still going to have problems with me and my work product? Well, you can either work with me to resolve your problems in a civil and professional manner, or you can find another patent law firm that will put up with your unreasonable manner and abuse.

Eliot, by spending time on holding meetings to blame your lawyers, you are missing the bigger issues with your technology. Corrections to the math of that last patent application are relatively meaningless. You've got much bigger things you should be worrying about. We have told you about them before, but I'm not sure you're listening.

First, you don't seem to have a good feel whether or not your technology is patentable. You don't personally have the background to tell whether your technology is new. You don't appreciate that this technology is in a very crowded and fast-paced field, and will be difficult to obtain broad patent coverage. You have not performed any technical searches to determine what the state of the art was at the time of your invention. You don't know how to help us describe your invention or distinguish it from the prior art that we do know about. You just seem to be assuming that everything you did is patentable or can be made so. And if not? Oh, that's easy. Then blame the lawyers.

Second, you essentially argued to Wachovia that it doesn't matter if your competitors are currently using the same or similar technology as

Iviewit, because you were the first one to do it. Don't you realize that this argument doesn't fly if you don't have granted patents? When our PCT applications publish within the next six months, most if not all of your trade secrets will be lost. So then you want to go license the technology and know-how? And Iviewit is a newcomer in the industry? This could be tough. Even if the patents do issue, but a competitor refuses to accept your technology license, do you have a spare million dollars or two to sue them for patent infringement? Have you thought about any of this?

Third, I doubt if you have never checked to see if your competitors have patents covering your technology. You may find out, rather abruptly I'm afraid, that the people you're going to attempt to license may have a better patent portfolio than you do. All of a sudden you'll end up being the licensee. Or what's worse, you may have to shut down and re-engineer your business to avoid a multimillion dollar patent infringement lawsuit. This is a real risk -- much more of a risk than losing a priority date because a square root sign was missing from a math formula of an example in one of your patent applications. You should keep things in perspective.

During the Friday teleconference, you say that you don't know why we came up with a potential bar date of September 1, 2000, yet when Brian tried to explain it to you, you refused to listen. Now you independently decide that everything must be done by August 10th. That cannot realistically be accomplished. Furthermore, I don't think it is necessary. Based on our understanding when we were there in May, and based on Brian's comments on Friday, it does not appear that 8/10/99 started the one-year clock. According to both you and Brian, there was no public disclosure of the invention on that date, and there was no offer for sale of the invention. If you know of contrary facts, please provide them. But I refuse to jump through hoops that you arbitrarily set up just because you don't understand the law, or just because you get a kick out of seeing lawyers jump through hoops.

I realize that it is not commonplace for outside counsel to be so blunt and upset with a client, so I apologize for sending this e-mail. However, I felt that you needed to be told these things now, and in a straightforward manner, and in writing, in order to salvage our relationship. We cannot go on working like this. If you don't like the quality of our services or work product, then please fire us and go find yourself another group of lawyers who will put up with you. Otherwise, if you value our working relationship, you'll simply have to change the way you deal with people.

Please let me know what you decide.

--Doug

>Douglas A. Boehm

4/24/2003

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>intended recipient is prohibited. If you received this information in
>error, please contact the sender and delete the material from any
>computer.

>
>Best regards,

Eliot

Eliot I. Bernstein
Founder & Chief Technology Officer

iviewit.com
email: eliot@iviewit.com
palm mail: eliotb@palm.net
Web: www.iviewit.com
2255 Glades Road
Suite 337 West
Boca Raton, FL 33431
Voice: 561.999.8899
Fax: 561.999.8810
Toll Free: 877.484.8444
Cellular: 561.212.9254

Becker, Steven C.

From: Becker, Steven C.
Sent: Monday, July 24, 2000 4:44 PM
To: Eliot I. Bernstein (E-mail); Brian G. Utley (E-mail)
Cc: Boehm, Douglas A.
Subject: PCT Patent Application for "Zoom and Pan" Imaging

Re: PCT Patent Application for System and Method for Providing an Enhanced Digital Image File
Inventor: Bernstein
Our Ref. No.: 57103/120

Brian:

During our brief telephone conversation today, you provided a few comments in response to my letter to you dated July 21, 2000. These comments were based on your review of the prior provisional applications, and are summarized below.

1. The step of "enlarging" is not essential for all embodiments of the invention.
2. The aspects of zooming and panning, and the function of the applet must be described in greater detail.
3. The disclosure relating to acquiring a photograph of a film video should be removed. However, the disclosure relating to processing one frame of a video according to the process steps of the invention should be retained.
4. In the provisional patent application having our reference number 57103/108, the flowchart in FIG. 2A does not match the corresponding description in the specification. Correction is needed.
5. Again, in the application for 57103/108, the claims in their current form may not be of the proper scope and should be revised.
6. You commented that the prior-filed PCT applications relating to enhanced video files did not specifically mention potential applications in radiographic images, X-rays, MRIs, etc. Regardless of whether these specific applications are supported, additional subject matter cannot be introduced to the prior-filed PCT applications unless additional patent applications are filed. Please advise if you would like us to file patent applications directed to these specific applications.

We discussed the possibility that the provisional applications currently on file may not provide sufficient disclosure to support all of the claims we may eventually want to file in the PCT patent application we are currently preparing, and, therefore, the sale of images using this process in September, 1999 may bar patentability in some foreign countries. You instructed us to proceed with the PCT filing to preserve whichever foreign filing rights are available.

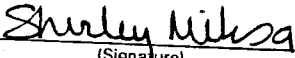
Accordingly, comments 1-5 will be incorporated in the above-referenced PCT patent application. If you have any further questions or comments, please do not hesitate to contact me.

Steve Becker
Foley & Lardner
(414)297-5571

NOTE: The information transmitted in this correspondence is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you receive this correspondence in error, please contact the sender and delete the material from any computer.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bernstein et al.
Title: System And Method For
Providing An Enhanced Digital
Video File
Appl. No.: Unknown
Filing Date: Unknown
Examiner: Unknown
Art Unit: Unknown

CERTIFICATE OF EXPRESS MAILING	
I hereby certify that this correspondence is being deposited with the United States Postal Service's "Express Mail Post Office To Addressee" service under 37 C.F.R. § 1.10 on the date indicated below and is addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231.	
EL640468359US (Express Mail Label Number)	June 5, 2000 (Date of Deposit)
Shirley Miksa (Printed Name)	
 (Signature)	

UTILITY PATENT APPLICATION
TRANSMITTAL

Assistant Commissioner for Patents
Box PATENT APPLICATION
Washington, D.C. 20231

Sir:

Transmitted herewith for filing under 37 C.F.R. § 1.53(b) is the nonprovisional utility patent application of:

Eliot I. Bernstein
Brian G. Utley
Jude R. Rosario

Enclosed are:

- [X] Specification, Claim(s), and Abstract (33 pages).
- [X] Informal drawings (3 sheets, Figures 1-3).
- [X] Unexecuted Declaration and Power of Attorney (4 pages).
- [] Assignment of the invention to lviewit.com, Inc..
- [] Assignment Recordation Cover Sheet.
- [] Check in the amount of \$40.00 for Assignment recordation.
- [] Small Entity statement.
- [] Information Disclosure Statement.

Form PTO-1449 with copies of ___ listed reference(s).

The filing fee is calculated below:

	Claims as Filed	Included in Basic Fee	Extra Claims	Rate	Fee Totals
Basic Fee				\$690.00	\$690.00
Total Claims:	55	- 20	= 35	x \$18.00	= \$630.00
Independents:	6	- 3	= 3	x \$78.00	= \$234.00
If any Multiple Dependent Claim(s) present:				+ \$260.00	= \$0.00
				SUBTOTAL:	= \$1554.00
				Small Entity Fees Apply (subtract 1/2 of above):	= \$0.00
				TOTAL FILING FEE:	= \$1554.00

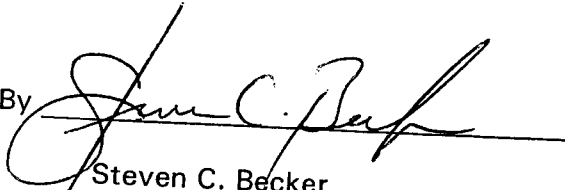
- A check in the amount of \$1,554.00 to cover the filing fee is enclosed.
- The required filing fees are not enclosed but will be submitted in response to the Notice to File Missing Parts of Application.
- The Assistant Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Assistant Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date 6/5/00

FOLEY & LARDNER
 Firstar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367
 Telephone: (414) 297-5571
 Facsimile: (414) 297-4900

By 
 Steven C. Becker
 Attorney for Applicant
 Registration No. 42,308

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

System And Method For Providing An Enhanced Digital Video File

(Attorney Docket No. 57103/116)

the specification of which (check one)

X is attached hereto.

 was filed on as United States Application Number or PCT International Application Number and was amended on (if applicable).

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

THAT I do not know and do not believe that the same invention was first patented or made the subject of an inventor's certificate that issued in any country foreign to the United States of America before the filing date of this United States application if the foreign application was filed by me (us), or by my (our) legal representatives or assigns, more than twelve months (six months for design patents) prior to the filing date of this United States application;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I believe that the above-identified specification contains a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention, and sets forth the best mode contemplated by me of carrying out the invention; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed?	Certified Copy Attached?

I HEREBY CLAIM the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date

I HEREBY CLAIM the benefit under Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number

I HEREBY APPOINT the following registered attorneys and agents of the law firm of FOLEY & LARDNER to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, and to transact all business in the United States Patent and Trademark Office connected therewith:

- | | |
|-------------------|-----------------|
| RUSSELL J. BARRON | Reg. No. 29,512 |
| DAVID J. BATES | Reg. No. 39,902 |
| STEVEN C. BECKER | Reg. No. 42,308 |
| DOUGLAS A. BOEHM | Reg. No. 32,014 |
| EDWARD W. BROWN | Reg. No. 22,022 |
| CHARLES G. CARTER | Reg. No. 35,093 |
| ALISTAIR K. CHAN | Reg. No. 44,603 |

JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
PAUL S. HUNTER	Reg. No. 44,787
KATHERINE D. LEE	Reg. No. 44,865
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
RICHARD B. O'PLANICK	Reg. No. 29,096
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

and I request that all correspondence be directed to:

Steven C. Becker
FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

Telephone: (414) 297-5571
Facsimile: (414) 297-4900

I UNDERSTAND AND AGREE THAT the foregoing attorneys and agents appointed by me to prosecute this application do not personally represent me or my legal interests, but instead represent the interests of the legal owner(s) of the invention described in this application.

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name of first inventor	Eliot I. Bernstein
Residence	Boca Raton, Florida
Citizenship	USA
Post Office Address	500 S.E. Mizner Boulevard, Boca Raton, Florida 33432-6080
→ Inventor's signature	
→ Date	

Name of second inventor

Brian G. Utley

Residence

Boca Raton, Florida

Citizenship

USA

Post Office Address

1930 SW 8th Street, Boca Raton, Florida 33486

→ Inventor's signature

→ Date

Name of third inventor

Jude R. Rosario

Residence

Coconut Creek, Florida

Citizenship

Bangladesh

Post Office Address

5580 NW 61 Street, Apt. #625, Coconut Creek, Florida
33073

→ Inventor's signature

→ Date

FORMALITIES LETTER



OC00000005281098

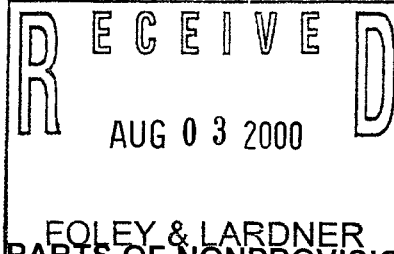


UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office

Address: COMMISSIONER OF PATENT AND TRADEMARKS
Washington, D.C. 20231

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/587,734	06/05/2000	Eliot I Bernstein	57103/116

Foley & Lardner
777 E Wisconsin Avenue
Milwaukee, WI 53202



Date Mailed: 07/31/2000

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)
Filing Date Granted

MP
RESPONSE DUE 30 SEP 2000
DCL/FEE

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The statutory basic filing fee is missing.
Applicant must submit \$ 690 to complete the basic filing fee and/or file a small entity statement claiming such status (37 CFR 1.27).
- Total additional claim fee(s) for this application is \$864.
 - \$630 for 35 total claims over 20.
 - \$234 for 3 independent claims over 3.
- The oath or declaration is unsigned.
- ~~To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.~~
- **The balance due by applicant is \$ 1684.**

A copy of this notice MUST be returned with the reply.

Customer Service Center
Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY

8/3/00

Title: SYSTEM AND METHOD FOR PROVIDING AN ENHANCED
DIGITAL VIDEO FILE

Inventor(s): Bernstein et al.
Appl. No.: 09/587,734

Dkt. No. 57103/116
DABO (10/2/00)

- Transmittal of Missing Parts of Patent Application (2 pgs.)
- Executed Declaration and Power of Attorney (4 pgs.);
- Check Number #523256 for \$855.00 .

Commissioner for Patents:

Please acknowledge receipt of the above-identified documents by applying the U.S. Patent and Trademark Office receipt stamp hereto and mailing this card.

Respectfully,
Foley & Lardner

Title: SYSTEM AND METHOD FOR PROVIDING AN ENHANCED
DIGITAL VIDEO FILE

Inventor(s): Bernstein et al.
Appl. No.: 09/587,734

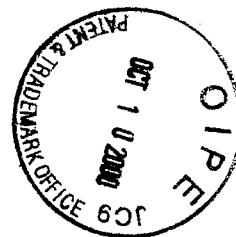
Dkt. No. 57103/116
DABO (10/2/00)

- Transmittal of Missing Parts of Patent Application (2 pgs.)
- Executed Declaration and Power of Attorney (4 pgs.);
- Check Number #523256 for \$855.00 .

Commissioner for Patents:

Please acknowledge receipt of the above-identified documents by applying the U.S. Patent and Trademark Office receipt stamp hereto and mailing this card.

Respectfully,
Foley & Lardner



10/27/00

10/27/00

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bernstein et al.
Title: SYSTEM AND METHOD FOR PROVIDING AN ENHANCED DIGITAL VIDEO FILE
Appl. No.: 09/587,734
Filing Date: 6/05/2000
Examiner: N/A
Art Unit: 2712

<p>CERTIFICATE OF MAILING I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on the date below.</p> <p><u>Shirley Miksa</u> (Printed Name)</p> <p><u>Shirley Miksa</u> (Signature)</p> <p><u>October 2, 2000</u> (Date of Deposit)</p>
--

**TRANSMITTAL OF MISSING PARTS
OF PATENT APPLICATION**

Commissioner for Patents
Washington, D.C. 20231

Attn: BOX MISSING PARTS

Sir:

In response to the Notice to File Missing Parts of Application mailed on July 31, 2000, in the above-identified application, transmitted herewith are the missing parts needed to complete the filing of the subject patent application.

- Executed Declaration and Power of Attorney (4 pages) enclosed
- Copy of Notice to File Missing Parts (Part 2 of Form PTO-1533) enclosed
- Applicant is entitled to Small Entity status
- Check in the amount of \$855.00 in payment of \$355.00 Basic filing fee, \$315.00 additional total claims fee, \$120.00 additional independent claims fee, and \$65.00 late filing fee (37 C.F.R. § 1.16(e)) enclosed
- Please charge Deposit Account No. 06-1447 in the amount of in payment of surcharge fee (37 C.F.R. § 1.16(e))

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed

herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Respectfully submitted,

Date 10/2/00

By Douglas A. Boehm

FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367
Telephone: (414) 297-5718
Facsimile: (414) 297-4900

Douglas A. Boehm
Attorney for Applicant
Registration No. 32,014

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

System And Method For Providing An Enhanced Digital Video File

(Attorney Docket No. 57103/116)

the specification of which (check one)

 is attached hereto.

 X was filed on June 5, 2000 as United States Application Number 09/587,734.

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

THAT I do not know and do not believe that the same invention was first patented or made the subject of an inventor's certificate that issued in any country foreign to the United States of America before the filing date of this United States application if the foreign application was filed by me (us), or by my (our) legal representatives or assigns, more than twelve months (six months for design patents) prior to the filing date of this United States application;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I believe that the above-identified specification contains a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention, and sets forth the best mode contemplated by me of carrying out the invention; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed?	Certified Copy Attached?

I HEREBY CLAIM the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date
60/137,297	June 3, 1999
60/155,404	September 22, 1999
60/169,559	December 8, 1999

I HEREBY CLAIM the benefit under Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number
	PCT/US00/15405	June 2, 2000	

I HEREBY APPOINT the following registered attorneys and agents of the law firm of FOLEY & LARDNER to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, and to transact all business in the United States Patent and Trademark Office connected therewith:

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603

JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
PAUL S. HUNTER	Reg. No. 44,787
KATHERINE D. LEE	Reg. No. 44,865
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

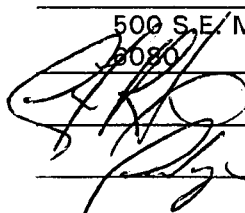
and I request that all correspondence be directed to:

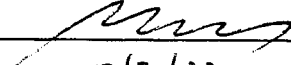
Steven C. Becker
 FOLEY & LARDNER
 Firststar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367

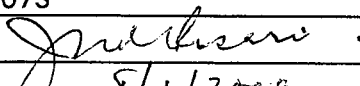
Telephone: (414) 297-5571
 Facsimile: (414) 297-4900

I UNDERSTAND AND AGREE THAT the foregoing attorneys and agents appointed by me to prosecute this application do not personally represent me or my legal interests, but instead represent the interests of the legal owner(s) of the invention described in this application.

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name of first inventor	Eliot I. Bernstein
Residence	Boca Raton, Florida
Citizenship	USA
Post Office Address	500 S.E. Mizner Boulevard, Boca Raton, Florida 33432- 2080
Inventor's signature	
Date	July 31, 2000

Name of second inventor Brian G. Utley
Residence Boca Raton, Florida
Citizenship USA
Post Office Address 1930 SW 8th Street, Boca Raton, Florida 33486
Inventor's signature 
Date 7/31/00

Name of third inventor Jude R. Rosario
Residence Coconut Creek, Florida
Citizenship Bangladesh
Post Office Address 5580 NW 61 Street, Apt. #625, Coconut Creek, Florida
33073
Inventor's signature 
Date 8/1/2000

1 Q. Okay. Other than that, he never 109
2 represented you as an attorney; he never
3 represented you in any case, nothing of that
4 sort?

5 A. No.

6 Q. Now, when Mr. Wheeler first
7 introduced you to Iviewit, did he specify, other
8 than what we've already discussed, the purpose
9 for his introduction? Did he talk to anything
10 about a scope of employment or what your purpose
11 would be at the company, other than what you've
12 already described?

13 A. No. He said he was looking for
14 someone with a technology background who had the
15 potential to run the company.

16 Q. Now, with regard to Eliot Bernstein,
17 Jude Resario and Zakirul Shirajee, am I
18 pronouncing that correctly?

19 A. Why don't you spell it.

20 Q. Let's see, I got Z-A-K-I-R-U-L, last
21 name is S-H-I-R-A-J-E-E. Do you remember meeting
22 with those gentlemen, Eliot Bernstein and Jude
23 Resario and Zakirul Shirajee?

24 A. At a later point in time, yes.

25 Q. Okay. What was the time that you

1 met with them?

110

2 A. It was after I agreed to join the
3 company.

4 Q. Okay. So that was in the latter
5 part or the middle part of 99?

6 A. That was late August 99.

7 Q. And what exactly were meetings
8 consisting of when you met with those three
9 gentlemen?

10 A. Well, Eliot introduced them to me
11 and introduced them as having worked with him on
12 feasibility studies relative to his invention and
13 he indicated that perhaps we should consider them
14 for employment by the company.

15 Q. Okay. Did he ever mention to you
16 anything of their status as any inventors of any
17 IP or anything of that sort?

18 A. Well, they were, I believe, they
19 were named on several of the provisional patent
20 filings that had already been made.

21 Q. If you could, I mean, since you were
22 acting as president of the Iviewit entities, I'm
23 presuming that you're aware of all the inventions
24 or all the intellectual properties for which
25 Iviewit has filed patents; would that be a

57103/114

UNITED STATES PATENT APPLICATION

for

SYSTEM AND METHOD FOR

STREAMING AN ENHANCED DIGITAL VIDEO FILE



Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Zakirul A. Shirajee
9485 Boca Cove Circle
#708
Boca Raton, FL 33428
Citizenship: Bangladesh

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

FIRSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

EMAIL ADDRESS
sbecker@foleylaw.com

WRITER'S DIRECT LINE
(414) 297-5571

July 27, 2000

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431



Re: U.S. Patent Application
Title: System And Method For Streaming An Enhanced Digital
Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/114

Dear Brian:

Enclosed please find the final draft of the above-referenced patent application which was filed with the U. S. Patent and Trademark Office on June 5, 2000, as Application No. 09/587,730. I have also enclosed various formal papers which require the inventors' signatures.

Please have the inventors thoroughly read the patent application, including the specification, claims, and drawings, to ensure that it provides an accurate and complete description of the invention. The written description should be sufficiently complete to enable someone of ordinary skill in the art to make and use the invention. The application must describe the "best mode" contemplated by the inventors for carrying out the invention, i.e., in order to obtain a valid patent, no important details about the preferred embodiment of the invention can be withheld as a trade secret. If, after review of the application, the inventors find that anything in the application is incomplete, inaccurate, untrue, or possibly misleading, please contact me immediately so we can discuss the matter. If any typographical, grammatical, or other minor formal errors are found, please have them noted in a separate memo to me such that I can correct them by amendment at a later date.

If everything appears to be in order, please have the inventors read, sign, and date the Declaration and Power of Attorney form at the colored tags. By executing this document, they will be verifying the originality of their invention and acknowledging their

ESTABLISHED 1842

A MEMBER OF GLOBALIX WITH MEMBER OFFICES IN BERLIN, BRUSSELS, DRESDEN, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND STUTTGART

Mr. Brian G. Utley

July 27, 2000

Page 2

duty to disclose to the U.S. Patent and Trademark Office any information of which they are aware that could be material to the examination of the application. Material information could include patents, brochures and other publications (including those authored by a competitor, inventor, or co-worker), published industry standards, as well as information on possible prior uses of the invention, prior sales or offers to sell the invention, prior knowledge of the invention by others, prior invention by another, inventorship conflicts, and the like. This duty of disclosure is an important requirement of the law, and continues throughout the entire prosecution of the patent application until the application issues as a patent. Note that the Declaration is signed under penalty of perjury, so careful consideration should be paid to its contents before signing.

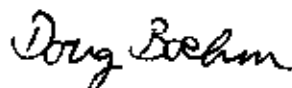
Each inventor should also read, sign, and date the enclosed Assignment and Agreement, which must be executed in the presence of a Notary Public. By executing the Assignment, they will be acknowledging their obligation to Iviewit Holdings, Inc. by assigning all their rights in the invention to the company.

After the inventors execute the formal papers, please return the fully executed documents to me as soon as possible. You may keep the copy of the patent application for your records.

Now that the patent application is on file, any device covered by the claims of the application may be marked "Patent Applied For" or "Patent Pending" or an abbreviation thereof. This "Patent Pending" marking is not mandatory, as it only serves as a cautionary warning to would-be competitors that the device may be subject to patent protection in the future. However, this marking should be continued only as long as the application is still pending in the United States Patent and Trademark Office. If the application issues as a patent, the appropriate patent number should replace this marking. If the application should become abandoned and this is the only application pertinent to the device, then the marking should be eliminated entirely.

If you have any questions regarding any of the above, please do not hesitate to contact me.

Very truly yours,



Douglas A. Boehm

Enclosure(s)

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

System And Method For Streaming An Enhanced Digital Video File

(Attorney Docket No. 57103/114)

the specification of which (check one)

X is attached hereto.

 was filed on as United States Application Number or PCT International Application Number and was amended on (if applicable).

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

THAT I do not know and do not believe that the same invention was first patented or made the subject of an inventor's certificate that issued in any country foreign to the United States of America before the filing date of this United States application if the foreign application was filed by me (us), or by my (our) legal representatives or assigns, more than twelve months (six months for design patents) prior to the filing date of this United States application;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I believe that the above-identified specification contains a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention, and sets forth the best mode contemplated by me of carrying out the invention; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed?	Certified Copy Attached?

I HEREBY CLAIM the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date

I HEREBY CLAIM the benefit under Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number

I HEREBY APPOINT the following registered attorneys and agents of the law firm of FOLEY & LARDNER to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, and to transact all business in the United States Patent and Trademark Office connected therewith:

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603

JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
PAUL S. HUNTER	Reg. No. 44,787
KATHERINE D. LEE	Reg. No. 44,865
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
RICHARD B. O'PLANICK	Reg. No. 29,096
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

and I request that all correspondence be directed to:

Steven C. Becker
 FOLEY & LARDNER
 Firststar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367

Telephone: (414) 297-5571
 Facsimile: (414) 297-4900

I UNDERSTAND AND AGREE THAT the foregoing attorneys and agents appointed by me to prosecute this application do not personally represent me or my legal interests, but instead represent the interests of the legal owner(s) of the invention described in this application.

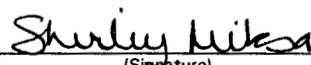
I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name of first inventor	Eliot I. Bernstein
Residence	Boca Raton, Florida
Citizenship	USA
Post Office Address	500 S.E. Mizner Boulevard, Boca Raton, Florida 33432-6080
→ Inventor's signature	
Date	

Name of second inventor	Zakirul A. Shirajee
Residence	Boca Raton, Florida
Citizenship	Bangladesh
Post Office Address	9485 Boca Cove Circle, #708, Boca Raton, Florida 33428
→ Inventor's signature	
Date	

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bernstein et al.
Title: System And Method For Streaming An Enhanced Digital Video File
Appl. No.: Unknown
Filing Date: Unknown
Examiner: Unknown
Art Unit: Unknown

CERTIFICATE OF EXPRESS MAILING	
I hereby certify that this correspondence is being deposited with the United States Postal Service's "Express Mail Post Office To Addressee" service under 37 C.F.R. § 1.10 on the date indicated below and is addressed to: Assistant Commissioner for Patents, Washington, D.C. 20231.	
EL640468345US <small>(Express Mail Label Number)</small>	June 5, 2000 <small>(Date of Deposit)</small>
Shirley Miksa <small>(Printed Name)</small>	
 <small>(Signature)</small>	

UTILITY PATENT APPLICATION
TRANSMITTAL

Assistant Commissioner for Patents
Box PATENT APPLICATION
Washington, D.C. 20231

Sir:

Transmitted herewith for filing under 37 C.F.R. § 1.53(b) is the nonprovisional utility patent application of:

Eliot I. Bernstein
Zakirul A. Shirajee

Enclosed are:

- Specification, Claim(s), and Abstract (29 pages).
- Informal drawings (3 sheets, Figures 1-3).
- Unexecuted Declaration and Power of Attorney (4 pages).
- Preliminary Amendment.
- Assignment of the invention to lviewit.com, Inc..
- Assignment Recordation Cover Sheet.
- Check in the amount of \$40.00 for Assignment recordation.
- Small Entity statement.
- Information Disclosure Statement.

Form PTO-1449 with copies of ___ listed reference(s).

The filing fee is calculated below:

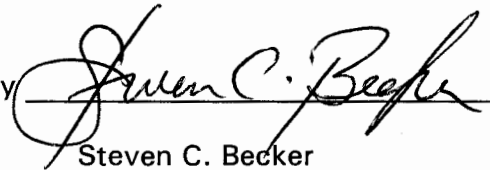
	Claims as Filed	Included in Basic Fee	Extra Claims	Rate	Fee Totals
Basic Fee				\$690.00	\$690.00
Total Claims:	27	- 20	= 7	x \$18.00	= \$126.00
Independents:	3	- 3	= 0	x \$78.00	= \$0.00
If any Multiple Dependent Claim(s) present:				+ \$260.00	= \$0.00
				SUBTOTAL:	= \$816.00
<input type="checkbox"/> Small Entity Fees Apply (subtract 1/2 of above):					= \$0.00
				TOTAL FILING FEE:	= \$816.00

- A check in the amount of \$816.00 to cover the filing fee is enclosed.
- The required filing fees are not enclosed but will be submitted in response to the Notice to File Missing Parts of Application.
- The Assistant Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Assistant Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Please direct all correspondence to the undersigned attorney or agent at the address indicated below.

Respectfully submitted,

Date 6/5/00

By 
 Steven C. Becker
 Attorney for Applicant
 Registration No. 42,308

FOLEY & LARDNER
 Firststar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367
 Telephone: (414) 297-5571
 Facsimile: (414) 297-4900

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777 E ALSTON AVE STE 300
MILWAUKEE WI 53202-5367
Steven C. Becker
57103/114

Assistant Commissioner for Patents
BOX PATENT APPLICATION
Washington, D.C. 20231

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THE U.S. PATENT & TRADEMARK OFFICE
OFFICIAL MAILROOM STAMP AFFIXED
HERETO, ACKNOWLEDGES RECEIPT OF
THE ITEMS CHECKED BELOW:

Serial No.: _____
Applicant: Bernstein et al.
Filing Date: _____
Title: System And Method

for encoding an Enhanced
Digital Video File

- Patent Application
- Drawing(s) 3 sheets (F) _____ (Inf.)
- Check \$ _____ No.: _____
- Declaration & Power of Attorney File
- Extension of Time (duplicate)
- Preliminary Amendment
- Amendment
- Amendment After FINAL Rejection
- Issue Fee (Base and/or Balance)
- Letter to Official Draftsman
- Small Entity Statement
- Assignment/Fee & Form PTO No. 1595
- Trademark Application
- Form PTO No. 1449 & cited references
- Application Transmittal
-

10530 U.S. Patent
09/587730
06/05/00

DOCKET NO.: 57103/114 ATTY: SCB
DUE DATE: _____ 6/21/00
DUE DATE: _____

FOREIGN FILING
JUNE 2000

57103/114

UNITED STATES PATENT APPLICATION

for

SYSTEM AND METHOD FOR

STREAMING AN ENHANCED DIGITAL VIDEO FILE



Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Zakirul A. Shirajee
9485 Boca Cove Circle
#708
Boca Raton, FL 33428
Citizenship: Bangladesh

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

TITLE OF THE INVENTION

SYSTEM AND METHOD FOR STREAMING AN
ENHANCED DIGITAL VIDEO FILE

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional
Application No. 60/137,297, filed June 3, 1999, U.S. Provisional
Application No. 60/155,404, filed September 22, 1999, U.S.
5 Provisional Application No. 60/169,559, filed December 8, 1999,
and PCT International Application No. _____, filed June 2, 2000.

FIELD OF THE INVENTION

The present invention relates generally to video
imaging. More specifically, the present invention relates to a system
10 and method for providing high quality digital video files for streaming
across a network.

BACKGROUND OF THE INVENTION

Streaming video is a technique by which video is played
in real time as it is downloaded over the Internet, as opposed to
15 storing it in a local file first. A video player decompresses and plays
the data as it is transferred to a user computer over the World-Wide
Web. Streaming video avoids the delay entailed in downloading an
entire file and then playing it with a plug-in application. Streaming
video requires a communications connection (e.g., a network,
20 Internet, etc.) and a computer powerful enough to execute the
decompression algorithm in real time.

FORMALITIES LETTER



OC00000005296978

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark OfficeAddress: COMMISSIONER OF PATENT AND TRADEMARKS
Washington, D.C. 20231

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/587,730	06/05/2000	Eliot I. Bernstein	57103/114

Steven C Becker
Foley & Lardner
Firststar Center
777 East Wisconsin Avenue
Milwaukee, WI 53202-5367

Date Mailed: 08/04/2000

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The statutory basic filing fee is missing.
Applicant must submit \$ 690 to complete the basic filing fee and/or file a small entity statement claiming such status (37 CFR 1.27).
- Total additional claim fee(s) for this application is \$126.
 - \$126 for 7 total claims over 20.
- The oath or declaration is unsigned.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 946.

A copy of this notice MUST be returned with the reply.

Customer Service Center
Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bernstein et al.
Title: System And Method For
Streaming An Enhanced Digital
Video File
Appl. No.: 09/587,730
Filing Date: 6/05/2000
Examiner: N/A
Art Unit: 2711

CERTIFICATE OF MAILING I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231, on the date below. <i>Karen Mejer</i> _____ (Printed Name) <i>Karen Mejer</i> _____ (Signature) October 3, 2000 _____ (Date of Deposit)
--

**TRANSMITTAL OF MISSING PARTS
OF PATENT APPLICATION**

Commissioner for Patents
Washington, D.C. 20231

Attn: BOX MISSING PARTS

Sir:

In response to the Notice to File Missing Parts of Application mailed on August 4, 2000, in the above-identified application, transmitted herewith are the missing parts needed to complete the filing of the subject patent application.

- Declaration and Power of Attorney (4 pages) enclosed
- Copy of Notice to File Missing Parts (Part 2 of Form PTO-1533)
- Applicant is entitled to Small Entity status
- Check in the amount of \$483.00 in payment of \$355.00 Basic filing fee, \$63.00 additional total claims fee, \$65.00 late filing fee (37 C.F.R. § 1.16(e)) enclosed
- Please charge Deposit Account No. 06-1447 in the amount of in payment of surcharge fee (37 C.F.R. § 1.16(e))

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 06-1447. Should no proper payment be enclosed

herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 06-1447.

Respectfully submitted,

Date 10/3/00

By Douglas A. Boehm

FOLEY & LARDNER
Firststar Center
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367
Telephone: (414) 297-5718
Facsimile: (414) 297-4900

Douglas A. Boehm
Attorney for Applicant
Registration No. 32,014

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

System And Method For Streaming An Enhanced Digital Video File

(Attorney Docket No. 57103/114)

the specification of which (check one)

 is attached hereto.

 X was filed on June 5, 2000 as United States Application Number 09/587,730.

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

THAT I do not know and do not believe that the same invention was first patented or made the subject of an inventor's certificate that issued in any country foreign to the United States of America before the filing date of this United States application if the foreign application was filed by me (us), or by my (our) legal representatives or assigns, more than twelve months (six months for design patents) prior to the filing date of this United States application;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I believe that the above-identified specification contains a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention, and sets forth the best mode contemplated by me of carrying out the invention; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed?	Certified Copy Attached?

I HEREBY CLAIM the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date
60/137,297	June 3, 1999
60/155,404	September 22, 1999
60/169,559	December 8, 1999

I HEREBY CLAIM the benefit under Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number
	PCT/US00/15408	June 2, 2000	

I HEREBY APPOINT the following registered attorneys and agents of the law firm of FOLEY & LARDNER to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, and to transact all business in the United States Patent and Trademark Office connected therewith:

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603

JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
PAUL S. HUNTER	Reg. No. 44,787
KATHERINE D. LEE	Reg. No. 44,865
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

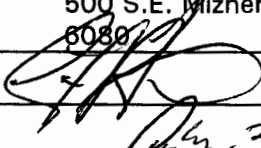

and I request that all correspondence be directed to:

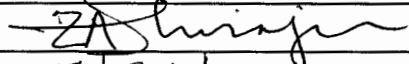
Steven C. Becker
 FOLEY & LARDNER
 Firststar Center
 777 East Wisconsin Avenue
 Milwaukee, Wisconsin 53202-5367

Telephone: (414) 297-5571
 Facsimile: (414) 297-4900

I UNDERSTAND AND AGREE THAT the foregoing attorneys and agents appointed by me to prosecute this application do not personally represent me or my legal interests, but instead represent the interests of the legal owner(s) of the invention described in this application.

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name of first inventor Eliot I. Bernstein
 Residence Boca Raton, Florida
 Citizenship USA
 Post Office Address 500 S.E. Mizner Boulevard, Boca Raton, Florida 33432-6080
 Inventor's signature 
 Date  July 31, 2000

Name of second inventor	Zakirul A. Shirajee
Residence	Boca Raton, Florida
Citizenship	Bangladesh
Post Office Address	9485 Boca Cove Circle, #708, Boca Raton, Florida 33428
Inventor's signature	
Date	7/31/00

57103/112

PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR PROVIDING

AN ENHANCED DIGITAL VIDEO FILE

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Zakirul A. Shirajee
9485 Boca Cove Circle
#708
Boca Raton, FL 33428
Citizenship: Bangladesh

Jude R. Rosario
5580 NW 61 Street
Apt #625
Coconut Creek, FL 33073
Citizenship: Bangladesh

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

57103/112

WHAT IS CLAIMED IS:

1 1. A method of providing a streaming video file,
2 comprising:
3 providing digital video data having a capture frame size
4 of at least 69,300 pixels per frame; and
5 converting the digital video data to a streaming video
6 file having a converted frame size of at least 69,300 pixels per
7 frame.

1 2. The method of claim 1, wherein the capture frame size
2 has an aspect ratio of 4:3 and the converted frame size of has an
3 aspect ratio of 4:3.

1 3. The method of claim 2, wherein the capture frame size
2 is at least 304 x 228 pixels and the converted frame size is at least
3 304 x 228 pixels.

1 4. The method of claim 3, wherein the capture frame size
2 is approximately 320 x 240 pixels and the converted frame size is
3 approximately 320 x 240 pixels.

1 5. The method of claim 1, wherein the step of providing
2 includes capturing a video signal.

1 6. The method of claim 5, wherein the step of providing
2 includes digitizing the video signal to generate the digital video data.

1 7. The method of claim 6, wherein the step of providing
2 includes storing the captured video data as a data file in a storage

FOLEY & LARDNER

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EMAIL ADDRESS
sbecker@foleylaw.com

Via Facsimile

WRITER'S DIRECT LINE
(414) 297-5571

June 1, 2000

CONFIDENTIAL AND PRIVILEGED

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Providing a Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/111

Re: PCT International Patent Application
Title: System and Method for Providing an Enhanced Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/112

Re: PCT International Patent Application
Title: System and Method for Playing a Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/113

Dear Brian:

Enclosed please find a third draft of the first above-referenced patent application, which has been prepared in accordance with additional comments received from Eliot, Zak, and you today.

I also enclose the claims, front page, and abstract from the second and third above-referenced patent applications. The remainder of the second and third patent applications is substantially identical to the first application.

As you know, a careful and critical review of these draft patent applications by you and the inventors is imperative to ensure that you are all satisfied with the content of the

ESTABLISHED 184

A MEMBER OF GLOBALEX WITH MEMBER OFFICES IN BERLIN, BRUSSELS, DRESDEN, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND STUTTGART

SCB
work copy

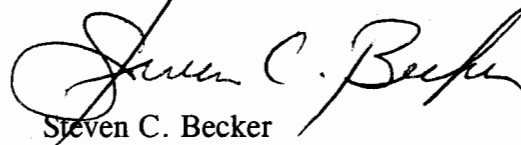
FOLEY & LARDNER

Mr. Brian G. Utley
June 1, 2000
Page 2

application and, in particular, with the proposed claim scope. Please follow the instructions in my letter to you dated May 29, 2000 as you review these draft patent applications.

Please phone me at your earliest convenience on Friday, June 2, to provide me with any additional comments you or the inventors may have.

Sincerely,



Steven C. Becker

Enclosure(s)

cc: Douglas A. Boehm

57103/112

PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR PROVIDING

AN ENHANCED DIGITAL VIDEO FILE

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.
Brian G. Utley
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FOLEY & LARDNER

Attorneys at Law

777 E. Wisconsin Avenue

Milwaukee, Wisconsin 53202

(414) 271-2400

WHAT IS CLAIMED IS:

1 1. A method of providing a streaming video file,
2 comprising:
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4 of at least 69,300 pixels per frame; and
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1 2. The method of claim 1, wherein the capture frame size
2 has an aspect ratio of 4:3 and the converted frame size of has an
3 aspect ratio of 4:3.

1 3. The method of claim 2, wherein the capture frame size
2 is at least 304 x 228 pixels and the converted frame size is at least
3 304 x 228 pixels.

1 4. The method of claim 3, wherein the capture frame size
2 is approximately 320 x 240 pixels and the converted frame size is
3 approximately 320 x 240 pixels.

1 5. The method of claim 1, wherein the step of providing
2 includes capturing a video signal.

1 6. The method of claim 5, wherein the step of providing
2 includes digitizing the video signal to generate the digital video data.

1 7. The method of claim 6, wherein the step of providing
2 includes storing the captured video data as a data file in a storage

57103/113

PCT INTERNATIONAL PATENT APPLICATION

for

**SYSTEM AND METHOD FOR
PLAYING A DIGITAL VIDEO FILE**



Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
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Citizenship: U.S.

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PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR

PLAYING A DIGITAL VIDEO FILE

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Inventor(s): Bernstein et al.
Our Ref.: 57103/112

Re: PCT International Patent Application
Title: System and Method for Playing a Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/113

Dear Brian:

Enclosed please find a third draft of the first above-referenced patent application, which has been prepared in accordance with additional comments received from Eliot, Zak, and you today.

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As you know, a careful and critical review of these draft patent applications by you and the inventors is imperative to ensure that you are all satisfied with the content of the

ESTABLISHED 184

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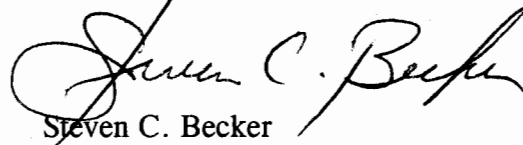
FOLEY & LARDNER

Mr. Brian G. Utley
June 1, 2000
Page 2

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Please phone me at your earliest convenience on Friday, June 2, to provide me with any additional comments you or the inventors may have.

Sincerely,



Steven C. Becker

Enclosure(s)

cc: Douglas A. Boehm

57103/113

PCT INTERNATIONAL PATENT APPLICATION

for

**SYSTEM AND METHOD FOR
PLAYING A DIGITAL VIDEO FILE**

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

+ Zak
(fill
sure)

Zakirul A. Shirajee
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Citizenship: Bangladesh

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



WHAT IS CLAIMED IS:

- 1 1. A method of playing a digital video file, comprising:
2 providing a digital video file in a first storage device;
3 downloading a first portion of the digital video file
4 across a network to a computer having a second storage device;
5 simultaneously playing the first downloaded portion
6 from the second storage device and downloading a second portion of
7 the digital video file.

- 1 2. The method of claim 1, further comprising capturing a
2 video signal to generate the digital video file.

- 1 3. The method of claim 2, further comprising compressing
2 the captured video signal, wherein the digital video file is
3 compressed.

- 1 4. The method of claim 3, wherein the digital video file is
2 compressed into an MPEG format.

- 1 5. The method of claim 1, wherein the network is the
2 Internet.

- 1 6. The method of claim 1, wherein at least 5% of digital
2 video file is downloaded before the step of simultaneously playing.

- 1 7. The method of claim 1, wherein the second storage
2 device includes a magnetic storage device.

- 1 8. The method of claim 7, wherein the second storage
2 device is a hard drive.

PATENT COOPERATION TREATY

From the RECEIVING OFFICE

PCT

INVITATION TO CORRECT DEFECTS IN THE INTERNATIONAL APPLICATION

(PCT Articles 3(4)(i) and 14(1) and Rule 26)

To:
DOUGLAS A. BOEHM
FOLEY & LARDNER
777 EAST WISCONSIN AVENUE
33RD FLOOR
MILWAUKEE, WI 53202 5367

Date of mailing (day/month/year) 03 JUL 00

Applicant's or agent's file reference
57103/113

REPLY DUE within one month ~~two~~ from the above date of mailing

International application No.
PCT/US00/15406

International filing date (day/month/year) 02 JUN 00

Applicant
IVIEWIT HOLDINGS, INC.

1. The applicant is hereby **invited**, within the time limit indicated above, to correct the defects in the international application as filed, the defects specified on the attached

Annex A
 Annex B1 (text matter of the international application as filed)
 Annex C1 (drawings of the international application as filed)

2. The applicant is hereby **invited**, within the time limit indicated above, to correct the defects in the translation of the international application furnished under Rule 12.3, the defects specified on the attached

Annex A
 Annex B2 (text matter of the translation of the international application)
 Annex C2 (drawings of the translation of the international application)

Additional observations (if necessary):

HOW TO CORRECT THE DEFECTS?

Correction must be submitted by filing a replacement sheet embodying the correction and a letter accompanying the replacement sheet, which shall draw attention to the difference between the replaced sheet and the replacement sheet. A correction may be stated in a letter only if it is of such a nature that it can be transferred from the letter to the record copy without adversely affecting the clarity and direct reproducibility of the sheet onto which the correction is to be transferred (Rule 26.4(a)).

ATTENTION

Failure to correct the defects will result in the international application being considered withdrawn by this receiving Office (see Rule 26.5 for further details).

A copy of this invitation and any attachments has been sent to the International Bureau and the International Searching Authority.

Name and mailing address of the receiving Office
Assistant Commissioner for Patent
Box PCT
Washington, D.C. 20231 Attn:RO/US
Facsimile No. 703-305-3230

Authorized officer
Virginia L. Irby *Virginia L. Irby*
Telephone No. 703-305-3748

The receiving Office has found the following defects in the international application as filed:

1. As to **signature*** of the international application (Rules 4.15 and 90.4), the request:
- is not signed.
 - is not signed by all applicants.
 - is not accompanied by the statement referred to in the check list in Box No. VIII of the request explaining the lack of the signature of an applicant for the designation of the United States of America.
 - is signed by what appears to be an agent/common representative but
 - the international application is not accompanied by a power of attorney appointing him.
 - the power of attorney accompanying the international application was not signed by all the applicants.
 - other (*specify*):

The signature is also required for the applicant/inventors.

* All applicants must sign, including inventors if they are also applicants (e.g. where the United States of America is designated).

2. As to indications concerning the **applicant**, the request (Rules 4.4 and 4.5):
- does not properly indicate the applicant's name (*specify*):
 - does not indicate the applicant's address.
 - does not properly indicate the applicant's address (*specify*):
 - does not indicate the applicant's nationality.
 - does not indicate the applicant's residence.
 - other (*specify*):
3. As to the **language** of certain elements of the international application, other than the description and claims (Rules 12.1(c) and 26.3ter(a) and (c)):
- the **request** is not in a language which is both a language accepted by this receiving Office and a language of publication, which is (are):
 - the **text matter of the drawings** is not in the language in which the international application is to be published, which is:
 - the **abstract** is not in the language in which the international application is to be published, which is:
4. The **title** of the invention:
- is not indicated in Box No. I of the request (Rule 4.1(a)).
 - is not indicated at the top of the first sheet of the description (Rule 5.1(a)).
 - as appearing in Box No. I of the request is not identical with the title heading the description (Rule 5.1(a)).
5. As to the **abstract** (Rule 8):
- the international application does not contain an abstract.

The receiving Office has found that, with regard to the presentation of the **drawings of the international application as filed**, the physical requirements are not complied with to the extent that compliance therewith is necessary for:

1. reasonably uniform international publication (Rules 11 and 26.3(a)(i)) (*defects to be specified*):

Sheets containing drawings:

- a. the sheets do not admit of direct reproduction.
 b. the sheets are not free from creases, cracks, folds.
 c. one side of the sheets is not left unused.
 d. the paper of the sheets is not flexible/strong/white/smooth/non-shiny/durable.
 e. the drawings do not commence on a new sheet.
 f. the sheets are not connected as prescribed (Rule 11.4(b)).
 g. the sheets are not A4 size (29.7cm x 21cm).
 h. the minimum margins on the sheets are not as prescribed **Fig. 2-3**
 (top: 2.5cm; left side: 2.5cm; right side: 1.5cm; bottom: 1cm).
 i. the file reference number indicated on the sheets does not appear in the left-hand corner of the sheets, within 1.5cm of the top of the sheets.
 j. the file reference number exceeds the maximum of 12 characters.
 k. the sheets are not free from frames around usable or used surfaces.
 l. the sheets are not numbered in consecutive Arabic numerals (e.g. 1/3, 2/3, 3/3). **All**
 m. the sheet numbers are not centered at the top or bottom of the sheets.
 n. the sheet numbers are in the margin (see h. above for the size of the margins).
 o. the sheets contain alterations/overwritings/interlineations/too many erasures.
 p. the sheets contain photocopy marks.

Drawings (Rule 11.13):

- a. do not admit of direct reproduction.
 b. contain unnecessary text matter.
 c. contain words so placed as to prevent translation without interference with lines thereof.
 d. are not executed in durable black color; the lines are not uniformly thick and well-defined. **Fig. 1-3**
 e. contain cross-sections not properly hatched.
 f. would not be properly distinguishable in reduced reproduction.
 g. contain scales not represented graphically.
 h. contain numbers, letters and reference lines lacking simplicity and clarity. **Fig. 1-3**
 i. contain lines drafted without the aid of drafting instruments.
 j. contain disproportionate elements of a figure not necessary for clarity.
 k. contain numbers and letters of height less than 0.32 cm.
 l. contain letters not conforming to the Latin, and where customary, Greek alphabets.
 m. contain figures on two or more sheets which form a single complete figure but which are not able to be assembled without concealing parts thereof.
 n. contain figures which are not properly arranged and clearly separated.
 o. contain different figures not numbered in consecutive Arabic numerals.
 p. contain different figures not numbered independent of the numbering of the sheets.
 q. are not restricted to reference signs mentioned in the description.
 r. do not contain reference signs that are mentioned in the description.
 s. contain the same feature denoted by different reference signs.
 t. are not arranged in an upright position, clearly separated from one another.
 u. are not presented sideways with the top of the figures at the left side of the sheets.

2. satisfactory reproduction (Rules 11 and 26.3(b)(i)).

Further observations (if necessary):

Shading or solid black objective figure number

New drawings are required

TO: DOUGLAS A. BOEHM FOLEY & LARDNER 777 EAST WISCONSIN AVENUE 33RD FLOOR MILWAUKEE, WI 53202 5367	UNITED STATES DESIGNATED/ELECTED OFFICE (DO/EO/US)
	NOTIFICATION OF STATUS OF REQUIREMENTS UNDER 35 U.S.C. 371
	DATE OF MAILING <i>(day/month/year)</i>
	03 JUL 00
	FILE REFERENCE
	57103/113

IDENTIFICATION OF INTERNATIONAL APPLICATION

International application No.	International filing date <i>(day/month/year)</i>	Priority Date Claimed
PCT/US00/15406	02 JUN 00	03 JUN 99

Applicant for DO/EO/US

BERNSTEIN, ELIOT

NOTIFICATION

The applicant is hereby advised that the U.S. Patent and Trademark Office in its capacity as Designated Office Elected Office has received following items as of the date of mailing indicated above.

1. U.S. Nation fee [35 U.S.C 371 (c) (1)]
2. Oath of declaration [35 U.S.C 371 (c) (4)]
3. Copy of International application as [35 U.S.C 371 (c) (2)]
4. Translation of Application [35 U.S.C 371 (c) (2)]
5. Amendments under PCT Article 19 [35 U.S.C 371 (c) (3)]
6. Translation of PCT Article 19 Amendments [35 U.S.C 371 (c) (3)]
7. Search Report or Declaration under PCT Article 17(2) [35 U.S.C 371 (a)]
8. International Preliminary Examination Report and its Annexes, if any, under PCT Article 36(3)(b) [35 U.S.C 371 (a)]
9. Translation of Annexs to the International Preliminary Examination Report under PCT Article 36(3)(b) [35 U.S.C 371 (c) (5)]
10. Other items received:
 - Assignment Document
 - Prior Art Statement
 - Preliminary Amendment

A. Requirements for U.S. National processing have been met. Processing will commence

- at the expiration of the applicable time limit under either
 - PCT Article 22 [35 U.S.C 371 (b)] or
 - PCT Article 39 [35 U.S.C 371 (b)]
- on the date indicated below under the provisions of 35 U.S.C 371 (f)

U.S. NATIONAL SERIAL#	DATE UNDER 35 U.S.C. 102(e)	DATE OF COMMENCEMENT OF NATIONAL PROCESSING

All correspondence submitted after the date of commencement of U.S. National processing indicated above should refer to the U.S. National Serial Number and the appropriate U.S. National processing organization of Officer.

B. As the above identified application has been accepted for U.S. National processing under the provision of 35 U.S.C. 371 (f) before expiration of the applicable time limit under PCT Article 22 PCT Article 39, applicant is reminded that

- Amendments under PCT Article 19 and/or
- the International Preliminary Examination Report and its Annexes, if any, under PCT Article 36(3) (a), and (b) and any translation thereof, if applicable, must be submitted to the Patent and Trademark Office as soon as they are available.

International application No.	International filing date	Priority Date Claimed
PCT/US00/15406	02 JUN 00	03 JUN 99

C. In order that U.S. National processing may begin, certain items must be received by the DO/EO/US by the expiration of applicable time limit under

PCT Article 22 or

PCT Article 39.

Specifically:

1. U.S. National Fee

2. Oath or Declaration

3. Copy of Application

4. Translation of application

5. Amendments under PCT Article 19, if any

6. Translation of PCT Article 19 Amendments, if applicable

7. Search Report or PCT Article 17(2) declaration

8. International Preliminary Examination Report and its Annexes, if any, under PCT Article 36(3)(a), if applicable

9. Translation of Annexes to the International Preliminary Examination Report under PCT Article 36(3)(b), if applicable

**THE ABOVE CHECK ITEMS MUST BE TIMELY RECEIVED TO AVOID ABANDONMENT OF THE APPLICATION.
[35. U.S.C. 371(d)]**

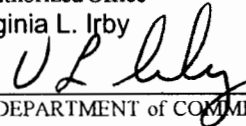
D. Further information for the applicant:

This is only a reminder.

UNITED STATES DESIGNATED/ELECTED OFFICE

Address Only:
Assistant Commissioner for Patent
Box PCT
Washington, D.C. 20231 Attn:RO/US

Authorized Office
Virginia L. Irby



FOLEY & LARDNER

ATTORNEYS AT LAW

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WEST PALM BEACH

EMAIL ADDRESS
daboehm@foleylaw.com

WRITER'S DIRECT LINE
(414) 297-5718

August 11, 2000

Mr. Brian G. Utley
President & COO
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent
Application No.: PCT/US00/15406
Filing Date: 6/02/2000
Title: System and Method for Playing a
Digital Video File
Applicant: Iviewit.com
Our Ref.: 57103/113

Dear Brian:

Enclosed for your records is a copy of the Response to the Invitation to Correct Defects in the International Application, which was filed with the United States Patent and Trademark Office on August 2, 2000, in connection with the above-identified application.

We will keep you informed of all future developments as they occur. Please feel free to contact me with any questions or comments regarding this matter.

Very truly yours,


Douglas A. Boehm

Enclosure(s)

**TRANSMITTAL LETTER TO THE UNITED STATES
RECEIVING OFFICE**

Date	02 August 2000
International Application No.	PCT/US00/15406
Attorney Docket No.	57103/113

I. Certification under 37 CFR 1.10 (if applicable)

EL 640466596 US
Express Mail mailing number

02 August 2000
Date of Deposit

I hereby certify that the application/correspondence attached hereto is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231


Signature of person mailing correspondence

Shirley M. Miksa
Typed or printed name of person mailing correspondence

II. New International Application

TITLE	SYSTEM AND METHOD FOR PLAYING A DIGITAL VIDEO FILE
-------	--

Earliest priority date (Day/Month/Year)

SCREENING DISCLOSURE INFORMATION: In order to assist in screening the accompanying international application for purposes of determining whether a license for foreign transmittal should and could be granted and for other purposes, the following information is supplied. (Note: check as many boxes as apply):

- A. The invention disclosed was not made in the United States.
- B. There is no prior U.S. application relating to this invention.
- C. The following prior U.S. application(s) contain subject matter which is related to the invention disclosed in the attached international application. (NOTE: *priority to these applications may or may not be claimed on form PCT/RO/101 (Request) and this listing does not constitute a claim for priority*)

Application no.		application no.	
Application no.		application no.	

- D. The present international application is identical to contains less subject matter than that found in the prior U.S. application(s) identified in paragraph C above.
- E. The present international application contains additional subject matter not found in the prior U.S. application(s) identified in paragraph C above. The additional subject matter is found throughout the application and DOES NOT ALTER MIGHT BE CONSIDERED TO ALTER the general nature of the invention in a manner which would require the U.S. application to have been made available for inspection by the appropriate defense agencies under 35 U.S.C. 181 and 37 CFR 5.1. See 37 CFR 5.15.

III. Response to an Invitation from the RO/US. The following document(s) is(are) enclosed:

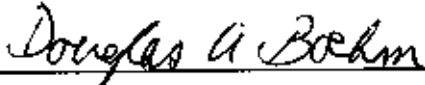
- A. A Response to the Invitation to Correct Defects in the International Application
- B. Three (3) Powers of Attorney (General)
- C. Replacement pages:

pages		of the request (PCT/RO/101)	Pages	1-3	of the figures
pages		of the description	Pages		of the abstract
pages		of the claims			

- D. Submission of Priority Documents
- E. Fees as specified on attached Fee Calculation sheet form PCT/RO/101 annex

- IV. A Request for Rectification under PCT Rule 91 A Petition A Sequence Listing Diskette
- V. Other (please identify): Postcard

The person signing this form is the: Applicant Attorney/Agent (Reg. No. 32,014) Common Representative

Typed name of signer	Douglas A. Boehm	Signature	
----------------------	------------------	-----------	--

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Iviewit Holdings, Inc., et al.
International Application No. : PCT/US00/15406
International Filing Date : 02 June 2000 (02.06.2000)
Title of Invention : SYSTEM AND METHOD FOR PLAYING A DIGITAL VIDEO FILE

**RESPONSE TO THE INVITATION
TO CORRECT DEFECTS IN THE INTERNATIONAL APPLICATION**

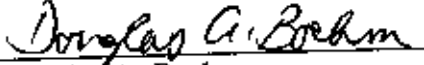
Assistant Commissioner for Patents
Box PCT
Washington, D.C. 20231

ATTN: RO/US

Sir or Madam:

In response to the Invitation to Correct Defects in the International Application (Form PCT/RO/106) dated 03 July 2000, Applicant respectfully submits three (3) duly-executed PCT General Appointments of Agent, and three (3) sheets of formal drawings, for filing in connection with the above-identified application.

Respectfully submitted,


Douglas A. Boehm
Registration No. 32,014

Dated: 02 August 2000

Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

PATENT COOPERATION TREATY
GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603
JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
PAUL S. HUNTER	Reg. No. 44,787
KATHERINE D. LEE	Reg. No. 44,865
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
RICHARD B. O'PLANICK	Reg. No. 29,096
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

attorneys at law of Firststar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 31st day of July, 2000 at Boca Raton, FL
in U.S.A.

FOR: IVIEWIT HOLDINGS, INC.
One Boca Place
2255 Glades Road, Suite 337 West
~~Boca Raton, Florida 33431~~
United States of America

BY: [Signature]
Title: PRESIDENT

PATENT COOPERATION TREATY
GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL J. BARRON	Reg. No. 29,512
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JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

attorneys at law of Firstar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 21 day of July, 2000, at Boca Raton,
Florida, in U.S.A.

BY: 

Eliot I. BERNSTEIN
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
United States of America

PATENT COOPERATION TREATY
GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
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JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

attorneys at law of Firstar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 31 day of July 2000 at Boca Raton, in U.S.A.

BY: 

Zakirul A. SHIRAJE
9485 Boca Cove Circle, #708
Boca Raton, FL 33428
United States of America

57103/111

DRAFT

PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR PROVIDING
AN ENHANCED DIGITAL VIDEO FILE

Feb 22
2031.8
Ev 31

inventors:

Eliot I. Bernstein
[home address]
[citizenship]

Zach ____
[home address]
[citizenship]

Zakirul
Shirajee

Jude ____
[home address]
[citizenship]

Jude Rosario

FOLEY & LARDNER
Attorneys at Law
777 E. Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400



57103/111

TITLE OF THE INVENTION

SYSTEM AND METHOD FOR PROVIDING AN
ENHANCED DIGITAL VIDEO FILE

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional
Application No. 60/137,297, filed June 3, 1999, U.S. Provisional
Application No. 60/155,404, filed September 22, 1999, and U.S.
6 Provisional Application No. 60/169,559, filed December 8, 1999.

FIELD OF THE INVENTION

The present invention relates generally to video
imaging. More specifically, the present invention relates to a system
and method for providing high quality digital video files for streaming
10 across a network.

BACKGROUND OF THE INVENTION

Streaming video is a technique by which video is played
in real time as it is downloaded over the Internet, as opposed to
storing it in a local file first. A plug-in to a web browser, such as
15 *Real Player or Media Player* Netscape Navigator, decompresses and plays the data as it is
transferred to a user computer over the World-Wide Web. Streaming
video avoids the delay entailed in downloading an entire file and then
playing it with a plug-in application. Streaming video requires a fast
20 connection and a computer powerful enough to execute the
decompression algorithm in real time.

In the field of streaming video, the primary design
challenge is that the viewer desires perfect video quality over a

*1460
#131.4
EV 31*

*not true that
it must be
fast
and our
process
increases
quality of
streamed
video*

FOLEY & LARDNER

ATTORNEYS AT LAW

FIRSTSTAR CENTER
777 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202-5367
TELEPHONE (414) 271-2400
FACSIMILE (414) 297-4900

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
TALLAHASSEE
TAMPA
WASHINGTON, D.C.
WEST PALM BEACH

WRITER'S DIRECT LINE
(414) 297-5571

August 1, 2000

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Streaming an Enhanced Digital Video
File
Applicant: Iviewit Holdings, Inc.
Our Ref.: 57103/111

Dear Brian:

We are pleased to confirm that the above-identified application was filed with the U.S. Receiving Office on June 2, 2000, and accorded Application Number PCT/US00/15408. In accordance with your instructions, all PCT member countries were designated, and the European Patent Office was appointed as the International Searching Authority for this matter. Enclosed for your records is a copy of the application as filed, the transmittal of filing fees, and the related notification from the United States Receiving Office.

Please note that the deadline for entering the national phase of this application is February 3, 2001. National phase may be deferred for another ten months, until December 3, 2001, by filing a Chapter II Demand for International Preliminary Examination. This Demand must be filed by January 3, 2001. For any country in which we do not meet the national phase deadline or, alternatively, the International Preliminary Examination deadline, the PCT application will be considered withdrawn.

ESTABLISHED 184


A MEMBER OF GLOBALEX WITH MEMBER OFFICES IN BERLIN, BRUSSELS, DRESDEN, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND STUTTGART

PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR PROVIDING

A DIGITAL VIDEO FILE



Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

Zakirul A. Shirajee
9485 Boca Cove Circle
#708
Boca Raton, FL 33428
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FACSIMILE TRANSMISSION



Total # of Pages 31 (including this page)

TO:	PHONE:	FAX #:
Brian Utley	(561) 999-8899	(561) 999-8810

<p>From: Steve Becker Sender's Direct Dial: (414)297-5571 Date: June 2, 2000 Client/Matter No: 57103/111 User ID No: 1963</p>

MESSAGE:

CONFIDENTIAL AND PRIVILEGED

Brian: Attached is a fourth draft of the patent application (our reference number 57103/111). Please review per the instructions in my prior letter of May 29, 2000. In particular, please ensure that all named inventors (Eliot and Zak) and you read and understand the proposed claim scope. If you have any questions, please contact me. - Steve

If there are any problems with this transmission or if you have not received all of the pages, please call (414) 297-5444.

Operator:	Time Sent:	Return Original To:
		SCB

CONFIDENTIALITY NOTICE: THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR ANY AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

57103/111




PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR

STREAMING AN ENHANCED DIGITAL VIDEO FILE

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.



Zakirul A. Shirajee
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#708
Boca Raton, FL 33428
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FOLEY & LARDNER
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(414) 271-2400

(19) World Intellectual Property Organization
International Bureau



(43) International Publication Date
14 December 2000 (14.12.2000)

PCT

(10) International Publication Number
WO 00/76220 A1

(51) International Patent Classification⁷: H04N 7/173, 7/24

(74) Agent: FOLEY & LARDNER; 777 East Wisconsin Avenue, 33rd Floor, Milwaukee, WI 53202-5367 (US).

(21) International Application Number: PCT/US00/15408

(81) Designated States (national): AE, AG, AL, AM, AT, AU, AZ, BA, BB, BG, BR, BY, CA, CH, CN, CR, CU, CZ, DE, DK, DM, DZ, EE, ES, FI, GB, GD, GE, GH, GM, HR, HU, ID, IL, IN, IS, JP, KE, KG, KP, KR, KZ, LC, LK, LR, LS, LT, LU, LV, MA, MD, MG, MK, MN, MW, MX, MZ, NO, NZ, PL, PT, RO, RU, SD, SE, SG, SI, SK, SL, TJ, TM, TR, TT, TZ, UA, UG, US, UZ, VN, YU, ZA, ZW.

(22) International Filing Date: 2 June 2000 (02.06.2000)

(25) Filing Language: English

(26) Publication Language: English

(30) Priority Data:
60/137,297 3 June 1999 (03.06.1999) US
60/155,404 22 September 1999 (22.09.1999) US
60/169,559 8 December 1999 (08.12.1999) US

(84) Designated States (regional): ARIPO patent (GH, GM, KE, LS, MW, MZ, SD, SL, SZ, TZ, UG, ZW), Eurasian patent (AM, AZ, BY, KG, KZ, MD, RU, TJ, TM), European patent (AT, BE, CH, CY, DE, DK, ES, FI, FR, GB, GR, IE, IT, LU, MC, NL, PT, SE), OAPI patent (BF, BJ, CF, CG, CI, CM, GA, GN, GW, ML, MR, NE, SN, TD, TG).

(71) Applicants (for all designated States except US):
IVIEWIT HOLDINGS, INC. [US/US]; One Boca Place,
2255 Glades Road, Suite 337 West, Boca Raton, FL 33431
(US). SHIRAJEE, Zakirul, A. [BD/US]; 9485 Boca
Cove Circle, #708, Boca Raton, FL 33428 (US).

Published:

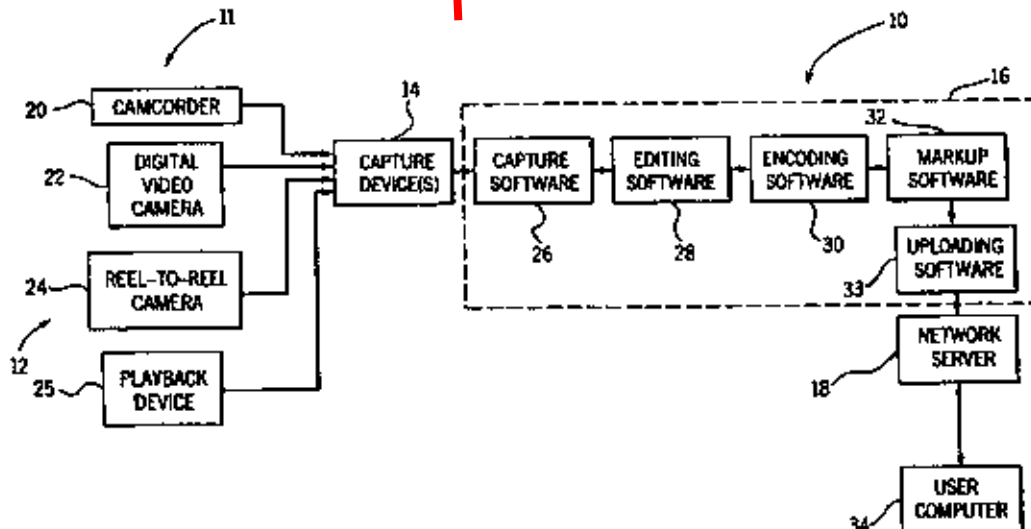
- With international search report.
- Before the expiration of the time limit for amending the claims and to be republished in the event of receipt of amendments.

(72) Inventor; and

(75) Inventor/Applicant (for US only): BERNSTEIN, Eliot, I. [US/US]; 500 S.E. Mizner Boulevard, Boca Raton, FL 33432-6080 (US).

For two-letter codes and other abbreviations, refer to the "Guidance Notes on Codes and Abbreviations" appearing at the beginning of each regular issue of the PCT Gazette.

(54) Title: SYSTEM AND METHOD FOR STREAMING AN ENHANCED DIGITAL VIDEO FILE



(57) Abstract: A method of streaming video includes providing a source video signal having a predetermined source video parameter; converting the source video signal to a streaming digital video file while maintaining substantially the same source video parameter; uploading the streaming digital video file to a network server; expanding the viewing frame size of the display screen to a full screen display mode; and playing the streaming digital video file in the full screen display mode.



WO 00/76220 A1

TRANSMITTAL LETTER TO THE UNITED STATES
RECEIVING OFFICE

Date	02 June 2000
International Application No.	Not yet available
Attorney Docket No.	57103/111

I. Certification under 37 CFR 1.10 (if applicable)

EL 640468230 US
Express Mail mailing number

02 June 2000
Date of Deposit

I hereby certify that the application/correspondence attached hereto is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231

<i>Douglas A. Boehm</i>
Signature of person mailing correspondence

Douglas A. Boehm
Typed or printed name of person mailing correspondence

II. New International Application

TITLE	SYSTEM AND METHOD FOR STREAMING AN ENHANCED DIGITAL VIDEO FILE
-------	--

Earliest priority date (Day/Month/Year)
03 June 1999

SCREENING DISCLOSURE INFORMATION: In order to assist in screening the accompanying international application for purposes of determining whether a license for foreign transmittal should and could be granted and for other purposes, the following information is supplied. (Note: check as many boxes as apply):

- A. The invention disclosed was not made in the United States.
 B. There is no prior U.S. application relating to this invention.
 C. The following prior U.S. application(s) contain subject matter which is related to the invention disclosed in the attached international application. (NOTE: *priority to these applications may or may not be claimed on form PCT/RO/101 (Request) and this listing does not constitute a claim for priority*)

Application no.	60/137,297	application no.	60/155,404
Application no.	60/169,559	application no.	

- D. The present international application is identical to contains less subject matter than that found in the prior U.S. application(s) identified in paragraph C above.
 E. The present international application contains additional subject matter not found in the prior U.S. application(s) identified in paragraph C above. The additional subject matter is found throughout the application and DOES NOT ALTER MIGHT BE CONSIDERED TO ALTER the general nature of the invention in a manner which would require the U.S. application to have been made available for inspection by the appropriate defense agencies under 35 U.S.C. 181 and 37 CFR 5.1. See 37 CFR 5.15.

III. Comments on the Amendments to the Abstract by the ISA/US under Rule 38. The following document(s) is(are) enclosed:

- A. A Response to the Invitation to Correct Defects in the International Application
 B. A Power of Attorney (General or Regular)
 C. Replacement pages:

pages		of the request (PCT/RO/101)	pages		of the figures
pages		of the description	pages		of the abstract
pages		of the claims			

- D. Submission of Priority Documents
 E. Fees as specified on attached Fee Calculation sheet form PCT/RO/101 annex

- IV. A Request for Rectification under PCT Rule 91 A Petition A Sequence Listing Diskette
 V. Other (please identify): PCT-EASY Diskette; Fee Calculation Sheet; Check; and Postcard

The person signing this form is the: Applicant Attorney/Agent (Reg. No. 32,014) Common Representative

Typed name of signer	Douglas A. Boehm	Signature	<i>Douglas A. Boehm</i>
----------------------	------------------	-----------	-------------------------

PCT REQUEST

57103/111

Original (for **SUBMISSION**) - printed on 02.06.2000 09:09:15 PM

0 0-1	For receiving Office use only International Application No.	
0-2	International Filing Date	
0-3	Name of receiving Office and "PCT International Application"	
0-4 0-4-1	Form - PCT/RO/101 PCT Request Prepared using	PCT-EASY Version 2.90 (updated 10.05.2000)
0-5	Petition The undersigned requests that the present international application be processed according to the Patent Cooperation Treaty	
0-6	Receiving Office (specified by the applicant)	United States Patent and Trademark Office (USPTO) (RO/US)
0-7	Applicant's or agent's file reference	57103/111
I	Title of invention	SYSTEM AND METHOD FOR STREAMING AN ENHANCED DIGITAL VIDEO FILE
II II-1 II-2 II-4 II-5	Applicant This person is: Applicant for Name Address:	applicant only all designated States except US IVIEWIT HOLDINGS, INC. One Boca Place 2255 Glades Road Suite 337 West Boca Raton, FL 33431 United States of America
II-6 II-7 II-8 II-9	State of nationality State of residence Telephone No. Facsimile No.	US US 561 999 8899 561 999 8810
III-1 III-1-1 III-1-2 III-1-4 III-1-5	Applicant and/or inventor This person is: Applicant for Name (LAST, First) Address:	applicant and inventor US only BERNSTEIN, Eliot, I. 500 S.E. Mizner Boulevard Boca Raton, FL 33432-6080 United States of America
III-1-6 III-1-7	State of nationality State of residence	US US

PCT REQUEST

2/4

57103/111

Original (for SUBMISSION) - printed on 02.06.2000 09:09:15 PM

III-2 III-2-1 III-2-2 III-2-4 III-2-5 III-2-6 III-2-7	Applicant and/or inventor This person is: Applicant for Name (LAST, First) Address: State of nationality State of residence	applicant only all designated States except US SHIRAJEE, Zakirul, A. 9485 Boca Cove Circle, #708 Boca Raton, FL 33428 United States of America BD US
IV-1 IV-1-1 IV-1-2 IV-1-3 IV-1-4 IV-1-5	Agent or common representative; or address for correspondence The person identified below is hereby/has been appointed to act on behalf of the applicant(s) before the competent International Authorities as: Name Address: Telephone No. Facsimile No. e-mail	agent FOLEY & LARDNER 777 East Wisconsin Avenue 33rd Floor Milwaukee, WI 53202-5367 United States of America 414 271-2400 414 297-4900 daboehm@foleylaw.com
V V-1	Designation of States Regional Patent (other kinds of protection or treatment, if any, are specified between parentheses after the designation(s) concerned)	AP: GH GM KE LS MW MZ SD SL SZ TZ UG ZW and any other State which is a Contracting State of the Harare Protocol and of the PCT EA: AM AZ BY KG KZ MD RU TJ TM and any other State which is a Contracting State of the Eurasian Patent Convention and of the PCT EP: AT BE CH&LI CY DE DK ES FI FR GB GR IE IT LU MC NL PT SE and any other State which is a Contracting State of the European Patent Convention and of the PCT OA: BF BJ CF CG CI CM GA GN GW ML MR NE SN TD TG and any other State which is a member State of OAPI and a Contracting State of the PCT
V-2	National Patent (other kinds of protection or treatment, if any, are specified between parentheses after the designation(s) concerned)	AE AG AL AM AT AU AZ BA BB BG BR BY CA CH&LI CN CR CU CZ DE DK DM DZ EE ES FI GB GD GE GH GM HR HU ID IL IN IS JP KE KG KP KR KZ LC LK LR LS LT LU LV MA MD MG MK MN MW MX MZ NO NZ PL PT RO RU SD SE SG SI SK SL TJ TM TR TT TZ UA UG US UZ VN YU ZA ZW

PCT REQUEST

57103/111

Original (for SUBMISSION) - printed on 02.06.2000 09:09:15 PM

V-5	Precautionary Designation Statement In addition to the designations made under items V-1, V-2 and V-3, the applicant also makes under Rule 4.9(b) all designations which would be permitted under the PCT except any designation(s) of the State(s) indicated under item V-6 below. The applicant declares that those additional designations are subject to confirmation and that any designation which is not confirmed before the expiration of 15 months from the priority date is to be regarded as withdrawn by the applicant at the expiration of that time limit.		
V-6	Exclusion(s) from precautionary designations	NONE	
VI-1	Priority claim of earlier national application		
VI-1-1	Filing date	03 June 1999 (03.06.1999)	
VI-1-2	Number	60/137,297	
VI-1-3	Country	US	
VI-2	Priority claim of earlier national application		
VI-2-1	Filing date	22 September 1999 (22.09.1999)	
VI-2-2	Number	60/155,404	
VI-2-3	Country	US	
VI-3	Priority claim of earlier national application		
VI-3-1	Filing date	08 December 1999 (08.12.1999)	
VI-3-2	Number	60/169,559	
VI-3-3	Country	US	
VI-4	Priority document request The receiving Office is requested to prepare and transmit to the International Bureau a certified copy of the earlier application(s) identified above as item(s):	VI-1, VI-2, VI-3	
VII-1	International Searching Authority Chosen	European Patent Office (EPO) (ISA/EP)	
VIII	Check list	number of sheets	electronic file(s) attached
VIII-1	Request	4	-
VIII-2	Description	23	-
VIII-3	Claims	5	-
VIII-4	Abstract	1	abstract57103_111.txt
VIII-5	Drawings	3	-
VIII-7	TOTAL	36	
VIII-8	Accompanying items	paper document(s) attached	electronic file(s) attached
VIII-8	Fee calculation sheet	✓	-
VIII-16	PCT-EASY diskette	-	diskette
VIII-17	Other (specified):	Postcard	-
VIII-17	Other (specified):	Transmittal Sheet	-
VIII-18	Figure of the drawings which should accompany the abstract	1	
VIII-19	Language of filing of the international application	English	

PCT REQUEST

57103/111

Original (for **SUBMISSION**) - printed on 02.06.2000 09:09:15 PM

IX-1	Signature of applicant or agent	<i>Douglas A. Boehm</i>
IX-1-1	Name	FOLEY & LARDNER
IX-1-2	Name of signatory	Douglas A. BOEHM
IX-1-3	Capacity	Agent

FOR RECEIVING OFFICE USE ONLY

10-1	Date of actual receipt of the purported international application	
10-2	Drawings:	
10-2-1	Received	
10-2-2	Not received	
10-3	Corrected date of actual receipt due to later but timely received papers or drawings completing the purported international application	
10-4	Date of timely receipt of the required corrections under PCT Article 11(2)	
10-5	International Searching Authority	ISA/EP
10-6	Transmittal of search copy delayed until search fee is paid	

FOR INTERNATIONAL BUREAU USE ONLY

11-1	Date of receipt of the record copy by the International Bureau	
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PCT (ANNEX - FEE CALCULATION SHEET)

57103/111

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(This sheet is not part of and does not count as a sheet of the international application)

0	For receiving Office use only		
0-1	International Application No.		
0-2	Date stamp of the receiving Office		
0-4	Form - PCT/RO/101 (Annex)		
0-4-1	PCT Fee Calculation Sheet Prepared using	PCT-EASY Version 2.90 (updated 10.05.2000)	
0-9	Applicant's or agent's file reference	57103/111	
2	Applicant	IVIEWIT HOLDINGS, INC., et al.	
12	Calculation of prescribed fees	fee amount/multiplier	total amounts (USD)
12-1	Transmittal fee T	⇒	240
12-2	Search fee S	⇒	925
12-3	International fee Basic fee (first 30 sheets) b1	427	
12-4	Remaining sheets 6		
12-5	Additional amount (X) 10		
12-6	Total additional amount b2 60		
12-7	b1 + b2 = B 487		
12-8	Designation fees Number of designations contained in international application 86		
12-9	Number of designation fees payable (maximum 8) 8		
12-10	Amount of designation fee (X) 92		
12-11	Total designation fees D 736		
12-12	PCT-EASY fee reduction R -132		
12-13	Total International fee (B+D-R) I	⇒	1,091
12-14	Fee for priority document Number of priority documents requested 3		
12-15	Fee per document (X) 15		
12-16	Total priority document fee P	⇒	45
12-17	TOTAL FEES PAYABLE (T+S+I+P)	⇒	2,301
12-19	Mode of payment	other: Check will follow within 30 days of filing	

VALIDATION LOG AND REMARKS

13-2-0	Validation messages Contents	Yellow! The power of attorney or a copy of the general power of attorney will need to be furnished unless all applicants sign the request form.
--------	---------------------------------	--

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PCT-EASY INFORMATION SHEET

(For applicant use only, DO NOT submit this sheet with the international application)

VALIDATION LOG

Yellow!	<p>Contents The power of attorney or a copy of the general power of attorney will need to be furnished unless all applicants sign the request form.</p>
----------------	--

Before submitting the International Application, please carefully verify that:

- the information contained on printed Request form is correct;
- Box IX of the Request form has been signed;
- all elements of the international application as indicated in Box VIII of the Request form have been attached; and,
- the diskette containing the PCT-EASY zip file of the International Application has been enclosed and has been clearly labeled "PCT-EASY", with the applicant's or agent's file reference, and the first applicant's name.

ATTENTION

DO NOT modify any indications on the Request form printout. The attached PCT-EASY application has been locked. If an error or an omission is discovered at this time, you must copy the submitted application as a template and make the change or correction in a new application (using the submitted application as a template). You may create such a template by copying the submitted application from the "Stored Forms" folder to the "New PCT Forms" folder. Open the new (.OWO) file created in the "New PCT Forms" folder, correct the errors and proceed with the submission process again.



57103/111

TITLE OF THE INVENTION

SYSTEM AND METHOD FOR STREAMING AN
ENHANCED DIGITAL VIDEO FILE

CROSS-REFERENCE TO RELATED APPLICATIONS

This application claims the benefit of U.S. Provisional
Application No. 60/137,297, filed June 3, 1999, U.S. Provisional
Application No. 60/155,404, filed September 22, 1999, and U.S.
5 Provisional Application No. 60/169,559, filed December 8, 1999.

FIELD OF THE INVENTION

The present invention relates generally to video
imaging. More specifically, the present invention relates to a system
and method for providing high quality digital video files for streaming
10 across a network.

BACKGROUND OF THE INVENTION

Streaming video is a technique by which video is played
in real time as it is downloaded over the Internet, as opposed to
storing it in a local file first. A video player decompresses and plays
15 the data as it is transferred to a user computer over the World-Wide
Web. Streaming video avoids the delay entailed in downloading an
entire file and then playing it with a plug-in application. Streaming
video requires a communications connection (e.g., a network,
Internet, etc.) and a computer powerful enough to execute the
20 decompression algorithm in real time.

In the field of streaming video, the primary design
challenge is that the viewer desires perfect video quality over a

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TAMPA
WASHINGTON, D.C.
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Via Facsimile

WRITER'S DIRECT LINE
(414) 297-5571

May 30, 2000

CONFIDENTIAL AND PRIVILEGED

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

Re: PCT International Patent Application
Title: System and Method for Providing an Enhanced Digital Video
File
Inventor(s): Bernstein et al.
Our Ref.: 57103/111

Dear Brian:

Enclosed please find the first draft of the above-referenced patent application (last page marked 001.789397.1), which has been prepared in accordance with the previously filed U.S. provisional patent applications. As you know, a careful and critical review of this draft application by you and the inventors is imperative to ensure that the you are all satisfied with the content of the application and the proposed claim scope.

Please have the inventor(s) thoroughly read the application draft, including the specification, claims, and drawings, to ensure that it provides a complete and accurate description of the invention. The attached "Inventor Information Sheet" provides a brief explanation of the parts of a utility patent application, the duty of disclosure, and inventorship. I would also like you to personally read and comment on this draft.

This PCT application incorporates all of the subject matter of U.S. Provisional Patent Application Number 60/125,824, filed June 3, 1999 (MLG Docket No. 5865-3) and those portions of U.S. Provisional Patent Applications 60/155,404, filed September 22, 1999 (MLG Docket No. 5865-7) and 60/169,559, filed December 8, 1999 (MLG Docket No. 5865-8) that pertain to the video streaming technology (as opposed to the zoom and pan technology). I also added the specific details of your preferred embodiments of the invention at the time of invention (EXAMPLE A) and more recently (EXAMPLE B).

ESTABLISHED 184

A MEMBER OF GLOBALEX WITH MEMBER OFFICES IN BERLIN, BRUSSELS, DRESDEN, FRANKFURT, LONDON, SINGAPORE, STOCKHOLM AND STUTTGART

Mr. Brian G. Utley
May 30, 2000
Page 2

As you can see from the question marks appearing on various pages throughout the draft, I had a few questions during the preparation of the application. In addition to addressing these questions, you and the inventors should feel free to supplement, correct, or modify any part of the application. In particular, please review the subject matter disclosed in the three above-referenced provisional patent applications. After your review, if you or the inventors feel that any subject matter from these three provisional patent applications should be reflected in the draft PCT application, but is not, please notify me immediately.

The drawings attached to the application are informal sketches that will suffice for purposes of filing. Formal drawings will be prepared at a later date, as they are required for publication of the PCT application.

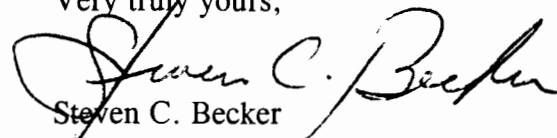
During the review, please keep in mind that independent claims 1, 11, and 19 are the broadest statements of the invention, and the remaining dependent claims add limitations to further define different embodiments of the invention. Please note that it is the inventors' legal obligations to "read and understand" the contents of the application - including the claims. Each inventor will have to sign a declaration attesting that they did so.

Please have the inventors mark the appropriate changes on this copy of the application, make a copy of the changes, and return the hand-corrected copy to me via facsimile. A revised application incorporating the changes will then be submitted to you for your approval. We will handle execution of the formal papers at a later date.

Pursuant to your instructions, to preserve foreign filing options, I plan to designate all of the countries for filing under the PCT (see attached list of PCT Contracting States). Note, however, that not all foreign countries are members of the PCT (e.g., Taiwan), so to maintain the benefit of priority to the U.S. applications, we would have to file foreign national applications immediately in those non-PCT countries. This would require up-front translation costs and sufficient time for our foreign associates to prepare and file the applications before June 3, 2000. It is my understanding that you DO NOT want us to file in any countries other than those that are members of the PCT. Please let me know IMMEDIATELY if this understanding is not correct.

If you or the inventor(s) have any questions, please do not hesitate to contact me. I look forward to receiving at least your preliminary comments on the application by tomorrow.

Very truly yours,


Steven C. Becker

Enclosure(s)
cc: Douglas A. Boehm

PCT International Patent Application entitled
System and Method for Providing an Enhanced Digital Video File
Inventor(s): Bernstein, et al.

INVENTOR INFORMATION SHEET

Sections of a Utility Patent Application

- Background of the Invention

The Background of the Invention describes the technology that existed before your invention, i.e., the "prior art". This section typically discusses how the need for your invention arose, describes how others attempted to satisfy that need prior to the time of your invention, and points out the deficiencies of the prior art in meeting that need. If you are aware of any other prior art that should be mentioned in this background section, please supplement this section and forward any literature that you might have to me.

- Summary of the Invention

The Summary of the Invention section is merely a brief paraphrasing of the basic claims, along with a statement of the objectives and advantages of the present invention.

- Brief Description of the Drawings

The Brief Description of the Drawings is merely a listing of the figures, and should be self-explanatory.

- Detailed Description of the Preferred Embodiments

The Detailed Description of the Preferred Embodiments section should provide a full, clear, and concise description of your invention so that any person skilled in the art could make or use the invention. Furthermore, the application must describe the "best mode" contemplated by the inventor(s) for carrying out the invention. In order to obtain a valid patent, no important details about the preferred embodiment of the invention can be withheld as a trade secret.

- Claims

The claims are the most important part of the patent application. They precisely define the invention and determine the scope of legal protection granted by the patent. The claims must particularly point out and distinctly claim the invention. The claimed subject matter must be distinguishable over that which the prior art suggests to those skilled in this field. Accordingly, the claims should be scrutinized with a view toward protecting your precise

invention and those concepts which could be considered an outgrowth of it, yet not encompassing knowledge from the prior art or obvious extensions thereof. In other words, the scope of the claims must be broad enough to provide that patent protection to which you are entitled, yet narrow enough to be distinguishable over the prior art. The terminology of the claims must be adequately supported by the description contained in the specification. Please keep in mind that all dependent claims, which are identifiable by the phrase "according to claim x" or "of claim x", are interpreted as containing all of the limitations of the other claims which are referred to by that dependent claim. Thus, the independent claims are the broadest statement of your invention, and the dependent claims provide additional limitations to narrow the scope of your invention. Although the inventive concepts of each set of independent claims are interrelated, please keep in mind that they must be critically distinguished from each other. Each set of claims must stand on its own merit.

- Abstract of the Disclosure

The Abstract of the Disclosure section is a very brief description of what the application generally discloses.

- Drawings

The Drawings section should be self-explanatory.

Duty of Disclosure

All individuals associated with the filing or prosecution of a patent application are under a duty of candor and good faith to the U.S. Patent and Trademark Office. This duty specifically includes a duty to disclose any information known to be material to the patentability of any claim of the application. Material information could include patents, brochures and other publications (including those authored by a competitor, inventor, or co-worker), published industry standards, as well as information on possible prior uses of the invention, prior sales or offers to sell the invention, prior knowledge of the invention by others, prior invention by another, inventorship conflicts, and the like. This duty of disclosure is an important requirement of the law, and continues throughout the entire prosecution of the patent application until the application issues as a patent. Pursuant to this duty of disclosure, we will file an Information Disclosure Statement with the U.S. application listing the patent documents found in any prior art searches, as well as any technical articles mentioned in the disclosure materials. Accordingly, if any additional information relevant to your invention should come to your attention at any time before issuance of the patent, please immediately let us know so we can either include it in the Information Disclosure Statement or submit a Supplemental Information Disclosure Statement.

Inventorship

The proper inventors would be those people who contributed to the subject matter of the invention as defined in the claims of the application. There may be joint

57103/111

PCT INTERNATIONAL PATENT APPLICATION

for

SYSTEM AND METHOD FOR PROVIDING

A DIGITAL VIDEO FILE

Inventors: Eliot I. Bernstein
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
Citizenship: U.S.

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Citizenship: Bangladesh

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June 1, 2000

CONFIDENTIAL AND PRIVILEGED

Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431



Re: PCT International Patent Application
Title: System and Method for Providing a Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/111

Re: PCT International Patent Application
Title: System and Method for Providing an Enhanced Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/112

Re: PCT International Patent Application
Title: System and Method for Playing a Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/113

Dear Brian:

Enclosed please find a third draft of the first above-referenced patent application, which has been prepared in accordance with additional comments received from Eliot, Zak, and you today.

I also enclose the claims, front page, and abstract from the second and third above-referenced patent applications. The remainder of the second and third patent applications is substantially identical to the first application.

As you know, a careful and critical review of these draft patent applications by you and the inventors is imperative to ensure that you are all satisfied with the content of the

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Mr. Brian G. Utley

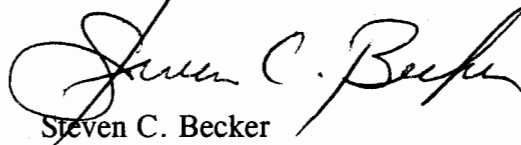
June 1, 2000

Page 2

application and, in particular, with the proposed claim scope. Please follow the instructions in my letter to you dated May 29, 2000 as you review these draft patent applications.

Please phone me at your earliest convenience on Friday, June 2, to provide me with any additional comments you or the inventors may have.

Sincerely,



Steven C. Becker

Enclosure(s)

cc: Douglas A. Boehm



57103/111

limited-bandwidth network. Perfect video quality requires an enormous amount of digital data. Today's networks are not capable of transferring real streaming video, *Real streaming video includes video having* ~~to be~~ *having* a real, full-motion frame rate comparable to NTSC (National Television Standards Committee) at 29.97 frames per second (fps), PAL (Phase Alternative Line) at 25 fps, and SECAM (Séquentiel Couleur Avec Mémoire) at 50 fps *at least 24 fps or at a frame rate sufficient to substantially reduce or eliminate jerky motion* in a reasonable amount of time.

It is known to capture video using a capture device, compress the resulting captured video, store the compressed video, and send the compressed video across the Internet. However, prior attempts have failed to produce high quality streaming video that can be transmitted over the Internet. For example, prior attempts at streaming video have been unable to produce full-screen, real video frame rate video at any acceptable quality.

Several teachings have emerged that attempt to improve the quality and decrease the file size of streaming video. One teaching in the art is to reduce the number of frames per second that are being encoded, from the 29 to 30 fps of standard television to 6 or 7 fps or less for streaming video. While this reduces the amount of data that is being sent, the video appears jittery and corresponding voice appears asynchronous with the jittery video. Another teaching in the art is to capture the video at a small frame size of 160 x 120 or less. The small frame size of 160 x 120 is the widely used standard in Internet streaming video. Further teachings are directed to reducing the amount of data that is provided prior to compressing to reduce the file size resulting from compression. Other teachings in the art have pointed toward compressing a digital video file as much as possible prior to transmission. Full-screen, full-

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BIN 2
36.2

FACSIMILE TRANSMISSION

Original Forwarded by U.S. Mail

Total # of Pages **48** (including this page)

TO:	PHONE:	FAX #:
Brian Utley	(561) 999-8899	(561) 999-8810

From: Steve Becker
 Sender's Direct Dial: (414)297-5571
 Date: June 1, 2000
 Client/Matter No: 57103/111
 User ID No: 1963

MESSAGE:

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June 1, 2000

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Mr. Brian G. Utley
President
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

- Re: PCT International Patent Application
Title: System and Method for Providing a Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/111

- Re: PCT International Patent Application
Title: System and Method for Providing an Enhanced Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/112

- Re: PCT International Patent Application
Title: System and Method for Playing a Digital Video File
Inventor(s): Bernstein et al.
Our Ref.: 57103/113

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Enclosed please find a third draft of the first above-referenced patent application, which has been prepared in accordance with additional comments received from Eliot, Zak, and you today.

I also enclose the claims, front page, and abstract from the second and third above-referenced patent applications. The remainder of the second and third patent applications is substantially identical to the first application.

As you know, a careful and critical review of these draft patent applications by you and the inventors is imperative to ensure that you are all satisfied with the content of the

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Mr. Brian G. Utley

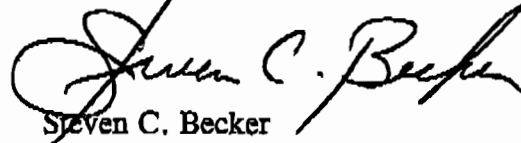
June 1, 2000

Page 2

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Sincerely,



Steven C. Becker

Enclosure(s)

cc: Douglas A. Boehm

57103/111

PCT INTERNATIONAL PATENT APPLICATION
for
SYSTEM AND METHOD FOR PROVIDING
A DIGITAL VIDEO FILE



Inventors: Eliot I. Bernstein
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FOLEY & LARDNER
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PATENT COOPERATION TREATY

JEA-W-1482

From the RECEIVING OFFICE

PCT

To:
 DOUGLAS A. BOEHM
 FOLEY & LARDNER
 777 EST WISCONSIN AVENUE
 33RD FLOOR
 MILWAUKEE WI 53202-5367

RECEIVED
 JUL 10 2000
 FOLEY & LARDNER

NOTIFICATION OF THE INTERNATIONAL APPLICATION NUMBER AND OF THE INTERNATIONAL FILING DATE

(PCT Rule 20.5(c))

Date of mailing (day/month/year) **03 JUL 2000**

Applicant's or agent's file reference
57103/111

IMPORTANT NOTIFICATION

International application No. PCT/US00/15408	International filing date (day/month/year) 02 JUN 00	Priority date (day/month/year) 03 JUN 99
--	--	--

Applicant **IVIEWIT HOLDINGS, INC.**

Title of the invention **SYSTEM AND METHOD FOR STREAMING AN ENHANCED DIGITAL VIDEO FILE**

1. The applicant is hereby notified that the international application has been accorded the international application number and the international filing date indicated above.

2. The applicant is further notified that the record copy of the international application:

- was transmitted to the International Bureau on **03 JUL 2000**
- has not yet been transmitted to the International Bureau for the reason indicated below and a copy of this notification has been sent to the International Bureau*:
 - because the necessary national security clearance has not yet been obtained.
 - because (reason to be specified):

RESPONSE DUE 02 JUL 2000
 DT 20 JUL 2000

* The International Bureau monitors the transmittal of the record copy by the receiving Office and will notify the applicant (with Form PCT/IB/301) of its receipt. Should the record copy not have been received by the expiration of 14 months from the priority date, the International Bureau will notify the applicant (Rule 22.1(c)).

3. FOREIGN TRANSMITTAL LICENSE INFORMATION

Completed by: DATA

- Additional license for foreign transmittal not required. This subject matter is covered by a license already granted on the equivalent U.S. national application. Refer to that license for information concerning its scope.
- License for foreign transmittal not required. 37 CFR 5.11(e)(1) or 37 CFR 5.11(e)(2). However, a license may be required for additional subject matter. See 37 CFR 5.15(b).
- Foreign transmittal license granted. 35 U.S.C. 184; 37 CFR 5.11 on 6-27-00:
 (date)
 - 37 CFR 5.15(a)
 - 37 CFR 5.15(b)

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Authorized officer
 Virginia Irby
 PCT Operations - IAPD Team 1
 Telephone No. (703) 305-3748 (703) 305-3230 (FAX)

PATENT COOPERATION TREATY

From the RECEIVING OFFICE

PCT

To:
DOUGLAS A. BOEHM
FOLEY & LARDNER
777 EST WISCONSIN AVENUE
33RD FLOOR
MILWAUKEE, WI 53202 5367

INVITATION TO CORRECT DEFECTS IN THE INTERNATIONAL APPLICATION

(PCT Articles 3(4)(i) and 14(1) and Rule 26)

Date of mailing (day/month/year)	03 JUL 00
Applicant's or agent's file reference: 57103/111	REPLY DUE within <u>ONE</u> month 45 from the above date of mailing
International application No. PCT/US00/15408	International filing date: (day/month/year) 02 JUN 00
Applicant IVIEWIT HOLDINGS, INC.	

1. The applicant is hereby invited, within the time limit indicated above, to correct the defects in the international application as filed, the defects specified on the attached

- Annex A
- Annex B1 (text matter of the international application as filed)
- Annex C1 (drawings of the international application as filed)

2. The applicant is hereby invited, within the time limit indicated above, to correct the defects in the translation of the international application furnished under Rule 12.3, the defects specified on the attached

- Annex A
- Annex B2 (text matter of the translation of the international application)
- Annex C2 (drawings of the translation of the international application)

Additional observations (if necessary):

HOW TO CORRECT THE DEFECTS?

Correction must be submitted by filing a replacement sheet embodying the correction and a letter accompanying the replacement sheet, which shall draw attention to the difference between the replaced sheet and the replacement sheet. A correction may be stated in a letter only if it is of such a nature that it can be transferred from the letter to the record copy without adversely affecting the clarity and direct reproducibility of the sheet onto which the correction is to be transferred (Rule 26.4(a)).

ATTENTION

Failure to correct the defects will result in the international application being considered withdrawn by this receiving Office (see Rule 26.5 for further details).

A copy of this invitation and any attachments has been sent to the International Bureau and the International Searching Authority.

Name and mailing address of the receiving Office: Assistant Commissioner for Patent Box PCT Washington, D.C. 20231 Attn: RO/US Facsimile No. 703-305-3230	Authorized officer Virginia L. Irby <i>V L Irby</i> Telephone No. 703-305-3748
---	--

The receiving Office has found the following defects in the international application as filed:

1. As to **signature*** of the international application (Rules 4.15 and 90.4), the request:
- a. is not signed.
 - b. is not signed by all applicants.
 - c. is not accompanied by the statement referred to in the check list in Box No. VIII of the request explaining the lack of the signature of an applicant for the designation of the United States of America.
 - d. is signed by what appears to be an agent/common representative but
 - the international application is not accompanied by a power of attorney appointing him.
 - the power of attorney accompanying the international application was not signed by all the applicants.
 - e. other (*specify*):

The signature is also required for the applicant/inventor.

* All applicants must sign, including inventors if they are also applicants (e.g. where the United States of America is designated).

2. As to indications concerning the **applicant**, the request (Rules 4.4 and 4.5):

- a. does not properly indicate the applicant's name (*specify*):
- b. does not indicate the applicant's address.
- c. does not properly indicate the applicant's address (*specify*):
- d. does not indicate the applicant's nationality.
- e. does not indicate the applicant's residence.
- f. other (*specify*):

3. As to the **language** of certain elements of the international application, other than the description and claims (Rules 12.1(c) and 26.3ter(a) and (c)):

- a. the **request** is not in a language which is both a language accepted by this receiving Office and a language of publication, which is (are):
- b. the **text matter of the drawings** is not in the language in which the international application is to be published, which is:
- c. the **abstract** is not in the language in which the international application is to be published, which is:

4. The **title** of the invention:

- a. is not indicated in Box No. 1 of the request (Rule 4.1(a)).
- b. is not indicated at the top of the first sheet of the description (Rule 5.1(a)).
- c. as appearing in Box No. 1 of the request is not identical with the title heading the description (Rule 5.1(a)).

5. As to the **abstract** (Rule 8):

- the international application does not contain an abstract.

The receiving Office has found that, with regard to the presentation of the drawings of the international application as filed, the physical requirements are not complied with to the extent that compliance therewith is necessary for:

1. reasonably uniform international publication (Rules 11 and 26.3(a)(i)) (*defects to be specified*):

Sheets containing drawings:

- a. the sheets do not admit of direct reproduction.
 b. the sheets are not free from creases, cracks, folds.
 c. one side of the sheets is not left unused.
 d. the paper of the sheets is not flexible/strong/white/smooth/non-shiny/durable.
 e. the drawings do not commence on a new sheet.
 f. the sheets are not connected as prescribed (Rule 11.4(b)).
 g. the sheets are not A4 size (29.7cm x 21cm).
 h. the minimum margins on the sheets are not as prescribed **Fig. 2-3**
 (top: 2.5cm; left side: 2.5cm; right side: 1.5cm; bottom: 1cm).
 i. the file reference number indicated on the sheets does not appear in the left-hand corner of the sheets, within 1.5cm of the top of the sheets.
 j. the file reference number exceeds the maximum of 12 characters.
 k. the sheets are not free from frames around usable or used surfaces.
 l. the sheets are not numbered in consecutive Arabic numerals (e.g. 1/3, 2/3, 3/3). **All**
 m. the sheet numbers are not centered at the top or bottom of the sheets.
 n. the sheet numbers are in the margin (see h. above for the size of the margins).
 o. the sheets contain alterations/overwritings/interlineations/too many erasures.
 p. the sheets contain photocopy marks.

Drawings (Rule 11.13):

- a. do not admit of direct reproduction.
 b. contain unnecessary text matter.
 c. contain words so placed as to prevent translation without interference with lines thereof.
 d. are not executed in durable black color; the lines are not uniformly thick and well-defined. **Fig. 1-3**
 e. contain cross-sections not properly hatched.
 f. would not be properly distinguishable in reduced reproduction.
 g. contain scales not represented graphically.
 h. contain numbers, letters and reference lines lacking simplicity and clarity. **Fig. 1-3**
 i. contain lines drafted without the aid of drafting instruments.
 j. contain disproportionate elements of a figure not necessary for clarity.
 k. contain numbers and letters of height less than 0.32 cm.
 l. contain letters not conforming to the Latin, and where customary, Greek alphabets.
 m. contain figures on two or more sheets which form a single complete figure but which are not able to be assembled without concealing parts thereof.
 n. contain figures which are not properly arranged and clearly separated.
 o. contain different figures not numbered in consecutive Arabic numerals.
 p. contain different figures not numbered independent of the numbering of the sheets.
 q. are not restricted to reference signs mentioned in the description.
 r. do not contain reference signs that are mentioned in the description.
 s. contain the same feature denoted by different reference signs.
 t. are not arranged in an upright position, clearly separated from one another.
 u. are not presented sideways with the top of the figures at the left side of the sheets.

2. satisfactory reproduction (Rules 11 and 26.3(b)(i)).

Further observations (if necessary):

Shading or solid black objective figure number

New drawings are required

TO: DOUGLAS A. BOEHM FOLEY & LARDNER 777 EST WISCONSIN AVENUE 33RD FLOOR MILWAUKEE, WI 53202 5367	UNITED STATES DESIGNATED/ELECTED OFFICE (DO/EO/US)	
	NOTIFICATION OF STATUS OF REQUIREMENTS UNDER 35 U.S.C. 371	
	DATE OF MAILING <i>(day/month/year)</i>	03 JUL 00
FILE REFERENCE		57103/111

IDENTIFICATION OF INTERNATIONAL APPLICATION

International application No. PCT/US00/15408	International filing date <i>(day/month/year)</i> 02 JUN 00	Priority Date Claimed 03 JUN 99
Applicant for DO/EO/US BERNSTEIN, ELIOT		

NOTIFICATION

The applicant is hereby advised that the U.S. Patent and Trademark Office in its capacity as Designated Office Elected Office has received following items as of the date of mailing indicated above.

1. U.S. Nation fee [35 U.S.C 371 (c) (1)]
 2. Oath of declaration [35 U.S.C 371 (c) (4)]
 3. Copy of International application as [35 U.S.C 371 (c) (2)]
 4. Translation of Application [35 U.S.C 371 (c) (2)]
 5. Amendments under PCT Article 19 [35 U.S.C 371 (c) (3)]
 6. Translation of PCT Article 19 Amendments [35 U.S.C 371 (c) (3)]
 7. Search Report or Declaration under PCT Article 17(2) [35 U.S.C 371 (a)]
 8. International Preliminary Examination Report and its Annexes, if any, under PCT Article 36(3)(b) [35 U.S.C 371 (a)]
 9. Translation of Annex to the International Preliminary Examination Report under PCT Article 36(3)(b) [35 U.S.C 371 (c) (5)]
 10. Other items received
 - Assignment Document
 - Prior Art Statement
 - Preliminary Amendment
- A. Requirements for U.S. National processing have been met. Processing will commence
- at the expiration of the applicable time limit under either
 - PCT Article 22 [35 U.S.C 371 (b)] or
 - PCT Article 39 [35 U.S.C 371 (b)]
 - on the date indicated below under the provisions of 35 U.S.C 371 (f)

U.S. NATIONAL SERIAL#	DATE UNDER 35 U.S.C. 102(e)	DATE OF COMMENCEMENT OF NATIONAL PROCESSING

All correspondence submitted after the date of commencement of U.S. National processing indicated above should refer to the U.S. National Serial Number and the appropriate U.S. National processing organization of Officer.

- B. As the above identified application has been accepted for U.S. National processing under the provision of 35 U.S.C. 371 (f) before expiration of the applicable time limit under PCT Article 22 PCT Article 39, applicant is reminded that
- Amendments under PCT Article 19 and/or
 - the International Preliminary Examination Report and its Annexes, if any, under PCT Article 36(3) (a), and (b) and any translation thereof, if applicable, must be submitted to the Patent and Trademark Office as soon as they are available.

International application No. PCT/US00/15408	International filing date 02 JUN 00	Priority Date Claimed 03 JUN 99
---	--	------------------------------------

C. In order that U.S. National processing may begin, certain items must be received by the DO/EO/US by the expiration of applicable time limit under

- PCT Article 22 or
- PCT Article 39

Specifically:

- 1. U.S. National Fee
- 2. Oath or Declaration
- 3. Copy of Application
- 4. Translation of application
- 5. Amendments under PCT Article 19, if any
- 6. Translation of PCT Article 19 Amendments, if applicable
- 7. Search Report or PCT Article 17(2) declaration
- 8. International Preliminary Examination Report and its Annexes, if any, under PCT Article 36(3)(a), if applicable
- 9. Translation of Annex to the International Preliminary Examination Report under PCT Article 36(3)(b), if applicable

*THE ABOVE CHECK ITEMS MUST BE TIMELY RECEIVED TO AVOID ABANDONMENT OF THE APPLICATION.
[35. U.S.C. 371(d)]*

D. Further information for the applicant:

This is only a reminder.

UNITED STATES DESIGNATED/ELECTED OFFICE

Address Only:
Assistant Commissioner for Patent
Box PCT
Washington, D.C. 20231 Attn:RO/US

Authorized Office
Virginia L. Irby



PCT (ANNEX - FEE CALCULATION SHEET)

57103/111

Original (for SUBMISSION) - printed on 02.06.2000 09:09:15 PM

(This sheet is not part of and does not count as a sheet of the international application)

0	For receiving Office use only			
0-1	International Application No.	PCT/US 00/15408		
0-2	Date stamp of the receiving Office	02 JUN 2000 (02.06.00)		
0-4	Form - PCT/RO/101 (Annex) PCT Fee Calculation Sheet			
0-4-1	Prepared using	PCT-EASY Version 2.90 (updated 10.05.2000)		
0-9	Applicant's or agent's file reference	57103/111		
2	Applicant	IVIEWIT HOLDINGS, INC., et al.		
12	Calculation of prescribed fees	fee amount/multiplier	total amounts (USD)	
12-1	Transmittal fee T	⇒	240	240
12-2	Search fee S	⇒	925	925
12-3	International fee			
	Basic fee (first 30 sheets) b1	427		
12-4	Remaining sheets	6		
12-5	Additional amount (X) 10			
12-6	Total additional amount b2	60		
12-7	b1 + b2 = B	487		
12-8	Designation fees			
	Number of designations contained in international application	86		
12-9	Number of designation fees payable (maximum 8)	8		
12-10	Amount of designation fee (X) 92			
12-11	Total designation fees D	736		
12-12	PCT-EASY fee reduction R	-132		
12-13	Total international fee (B+D-R) I	⇒	1,091	1091
12-14	Fee for priority document			
	Number of priority documents requested	3		
12-15	Fee per document (X) 15			
12-16	Total priority document fee P	⇒	45	45
12-17	TOTAL FEES PAYABLE (T+S++P)	⇒	2,301	2301
12-19	Mode of payment	other: Check will follow within 30 days of filing		

VALIDATION LOG AND REMARKS

13-2	Validation messages Contents	Yellow! The power of attorney or a copy of the general power of attorney will need to be furnished unless all applicants sign the request form.
------	---------------------------------	--

FOLEY & LARDNER

ATTORNEYS AT LAW

CHICAGO
DENVER
JACKSONVILLE
LOS ANGELES
MADISON
MILWAUKEE
ORLANDO

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WRITER'S DIRECT LINE
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August 11, 2000

Mr. Brian G. Utley
President & COO
Iviewit.com, Inc.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431

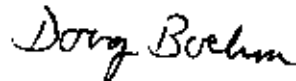
Re: PCT International Patent
Application No.: PCT/US00/15408
Filing Date: 6/02/2000
Title: System and Method for Generating an
Enhanced Digital Video File
Applicant: Iveiwit.com
Our Ref.: 57103/111

Dear Brian:

Enclosed for your records is a copy of the Response to the Invitation to Correct Defects in the International Application, which was filed with the United States Patent and Trademark Office on August 2, 2000, in connection with the above-identified application.

We will keep you informed of future developments as they occur. Please feel free to contact me with any questions or comments regarding this matter.

Very truly yours,



Douglas A. Boehm

Enclosure(s)

TRANSMITTAL LETTER TO THE UNITED STATES
RECEIVING OFFICE

Date	02 August 2000
International Application No.	PCT/US00/15408
Attorney Docket No.	57103/111

I. Certification under 37 CFR 1.10 (if applicable)

EL 640466582US
Express Mail mailing number

02 August 2000
Date of Deposit

I hereby certify that the application/correspondence attached hereto is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Washington, D.C. 20231

<i>Shirley M. Miksa</i>
Signature of person mailing correspondence

Shirley M. Miksa
Typed or printed name of person mailing correspondence

II. New International Application

TITLE	SYSTEM AND METHOD FOR STREAMING AN ENHANCED DIGITAL VIDEO FILE	Earliest priority date (Day/Month/Year)

SCREENING DISCLOSURE INFORMATION: In order to assist in screening the accompanying international application for purposes of determining whether a license for foreign transmittal should and could be granted and for other purposes, the following information is supplied. (Note: check as many boxes as apply):

- A. The invention disclosed was not made in the United States.
- B. There is no prior U.S. application relating to this invention.
- C. The following prior U.S. application(s) contain subject matter which is related to the invention disclosed in the attached international application. (NOTE: priority to these applications may or may not be claimed on form PCT/RO/101 (Request) and this listing does not constitute a claim for priority)

Application no.		application no.	
Application no.		application no.	

- D. The present international application is identical to contains less subject matter than that found in the prior U.S. application(s) identified in paragraph C above.
- E. The present international application contains additional subject matter not found in the prior U.S. application(s) identified in paragraph C above. The additional subject matter is found throughout the application and DOES NOT ALTER MIGHT BE CONSIDERED TO ALTER the general nature of the invention in a manner which would require the U.S. application to have been made available for inspection by the appropriate defense agencies under 35 U.S.C. 181 and 37 CFR 5.1. See 37 CFR 5.15.

III. Response to an Invitation from the RO/US. The following document(s) is(are) enclosed:

- A. A Response to the Invitation to Correct Defects in the International Application
- B. Three (3) Powers of Attorney (General)
- C. Replacement pages:

pages		of the request (PCT/RO/101)	pages	1-3	of the figures
pages		of the description	pages		of the
pages		of the claims			abstract

- D. Submission of Priority Documents
- E. Fees as specified on attached Fee Calculation sheet form PCT/RO/101 annex

- IV. A Request for Rectification under PCT Rule 91 A Petition A Sequence Listing Diskette
- V. Other (please identify): Postcard

The person signing this form is the: Applicant Attorney/Agent (Reg. No. 32,014) Common Representative

Typed name of signer	Douglas A. Boehm	Signature	<i>Douglas A. Boehm</i>
----------------------	------------------	-----------	-------------------------

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants : Iviewit Holdings, Inc., et al.
International
Application No. : PCT/US00/15408
International
Filing Date : 02 June 2000 (02.06.2000)
Title of
Invention : SYSTEM AND METHOD FOR STREAMING AN
ENHANCED DIGITAL VIDEO FILE

**RESPONSE TO THE INVITATION
TO CORRECT DEFECTS IN THE INTERNATIONAL APPLICATION**

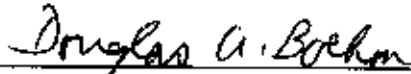
Assistant Commissioner for Patents
Box PCT
Washington, D.C. 20231

ATTN: RO/US

Sir or Madam:

In response to the Invitation to Correct Defects in the International Application (Form PCT/RO/106) dated 03 July 2000, Applicant respectfully submits three (3) duly-executed PCT General Appointments of Agent, and three (3) sheets of formal drawings, for filing in connection with the above-identified application.

Respectfully submitted,


Douglas A. Boehm
Registration No. 32,014

Dated: 02 August 2000

Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
(414) 271-2400

PATENT COOPERATION TREATY
GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603
JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
PAUL S. HUNTER	Reg. No. 44,787
KATHERINE D. LEB	Reg. No. 44,865
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
RICHARD B. O'PLANICK	Reg. No. 29,096
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

attorneys at law of Firststar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 31st day of July, 2000 at Boca Raton, FL
in U.S.A.

FOR: IVIEWIT HOLDINGS, INC.
One Boca Place
2255 Glades Road, Suite 337 West
Boca Raton, Florida 33431
United States of America

BY: [Signature]
Title: PRESIDENT

PATENT COOPERATION TREATY
GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
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JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

attorneys at law of Firstar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 21 day of July, 2000, at Boca Raton,
Florida, in U.S.A.

BY: 

Eliot I. BERNSTEIN
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
United States of America

PATENT COOPERATION TREATY
GENERAL APPOINTMENT OF AGENT

The undersigned applicant hereby appoints, individually and collectively,

FOLEY & LARDNER

and

RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
DOUGLAS A. BOEHM	Reg. No. 32,014
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,609
JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
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DAVID G. LUETTGEN	Reg. No. 39,282
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TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

attorneys at law of Firstar Center, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367, telephone (414) 271-2400 to act on its behalf before the competent International Authorities in connection with any and all international applications filed by it, and to receive payments on its behalf.

Signed this 31 day of July 2000 at Boca Raton, in U.S.A.

BY: 

Zakirul A. SHIRAJEE
9485 Boca Cove Circle, #708
Boca Raton, FL 33428
United States of America

PATENT COOPERATION TREATY

RECEIVED

From the INTERNATIONAL BUREAU

PGP FEB 11 2002

NOTIFICATION OF CHANGE OF AGENT RECORDING OF A CHANGE

(PCT Rule 92bis.1 and Administrative Instructions, Section 422)

To:

COESTER, Thomas, M.
Blakely, Sokoloff, Taylor & Zafman
7th Floor
12400 Wilshire Blvd.
Los Angeles, CA 90025
ETATS-UNIS D'AMERIQUE

Date of mailing (day/month/year)
01 February 2002 (01.02.02)

Applicant's or agent's file reference
57103/111 05707. P010

IMPORTANT NOTIFICATION

International application No.
PCT/US00/15408

International filing date (day/month/year)
02 June 2000 (02.06.00)

1. The following indications appeared on record concerning:

the applicant the inventor the agent the common representative

Name and Address

SHIRAJEE, Zakirul, A.
9485 Boca Cove Circle, #706
Boca Raton, FL 33428
United States of America

State of Nationality
BD

State of Residence
US

Telephone No.

Facsimile No.

Teleprinter No.

2. The International Bureau hereby notifies the applicant that the following change has been recorded concerning:

the person the name the address the nationality the residence

Name and Address

SHIRAJEE, Zakirul, A.
9466 Boca Cove Circle, #310
Boca Raton, FL 33428
United States of America

State of Nationality
BD

State of Residence
US

Telephone No.

Facsimile No.

Teleprinter No.

3. Further observations, if necessary:

Please note that the above applicant for all designated states except US has now been recorded as applicant/inventor for the US only.

4. A copy of this notification has been sent to:

the receiving Office the designated Offices concerned
 the International Searching Authority the elected Offices concerned
 the International Preliminary Examining Authority other: SHIRAJEE, Zakirul, A.

The International Bureau of WIPO
34, chemin des Colombettes
1211 Geneva 20, Switzerland

Authorized officer

Sangeeta JAIYA

Facsimile No.: (41-22) 740.14.35

Telephone No.: (41-22) 338.83.38

PATENT COOPERATION TREATY

RECEIVED
From the INTERNATIONAL BUREAU

PCT FEB 11 2002

NOTIFICATION OF THE RECORDING OF A CHANGE
LOS ANGELES

(PCT Rule 92bis.1 and Administrative Instructions, Section 422)

Blakely, Sokoloff, Taylor & Zafman
Blakely, Sokoloff, Taylor & Zafman
7th Floor
12400 Wilshire Blvd.
Los Angeles, CA 90025
ETATS-UNIS D'AMERIQUE

Date of mailing (day/month/year) 01 February 2002 (01.02.02)	IMPORTANT NOTIFICATION
Applicant's or agent's file reference 57103/111 05707. P010	
International application No. PCT/US00/15408	International filing date (day/month/year) 02 June 2000 (02.06.00)

1. The following indications appeared on record concerning:

the applicant the inventor the agent the common representative

Name and Address

BERNSTEIN, Eliot, I.
500 S.E. Mizner Boulevard
Boca Raton, FL 33432-6080
United States of America

State of Nationality State of Residence
US US

Telephone No.

Facsimile No.

Teleprinter No.

2. The International Bureau hereby notifies the applicant that the following change has been recorded concerning:

the person the name the address the nationality the residence

Name and Address

BERNSTEIN, Eliot, I.
505 North Brand Boulevard
Suite 1420
Glendale, CA 91203
United States of America

State of Nationality State of Residence
US US

Telephone No.

Facsimile No.

Teleprinter No.

3. Further observations, if necessary:

4. A copy of this notification has been sent to:

the receiving Office the designated Offices concerned
 the International Searching Authority the elected Offices concerned
 the International Preliminary Examining Authority other:

The International Bureau of WIPO 34, chemin des Colombettes 1211 Geneva 20, Switzerland Facsimile No.: (41-22) 740.14.35	Authorized officer Sangeeta JAIYA Telephone No.: (41-22) 338.83.38
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PATENT COOPERATION TREATY

RECEIVED

From the INTERNATIONAL BUREAU

PCT FEB 11 2002

NOTIFICATION OF THE RECORDING OF A CHANGE

(PCT Rule 92bis.1 and Administrative Instructions, Section 422)

SOLOKOFF, TAYLOR & ZAFMAN
 COESTER, Thomas, M.
 Blakely, Sokoloff, Taylor & Zafman
 7th Floor
 12400 Wilshire Blvd.
 Los Angeles, CA 90025
 ETATS-UNIS D'AMERIQUE

Date of mailing (day/month/year) 01 February 2002 (01.02.02)	IMPORTANT NOTIFICATION
Applicant's or agent's file reference 57103/111 05707. P010	
International application No. PCT/US00/15408	International filing date (day/month/year) 02 June 2000 (02.06.00)

1. The following indications appeared on record concerning:

the applicant the inventor the agent the common representative

Name and Address IVIEWIT HOLDINGS, INC. One Boca Place 2255 Glades Road Suite 337 West Boca Raton, FL 33431 United States of America <i>NO DOCKETING REQUIRED Docketing Mgt</i>	State of Nationality US	State of Residence US
	Telephone No. 561 999 8899	
	Facsimile No. 561 999 8810	
	Teleprinter No.	

2. The International Bureau hereby notifies the applicant that the following change has been recorded concerning:

the person the name the address the nationality the residence

Name and Address IVIEWIT HOLDINGS, INC. 505 North Brand Boulevard Suite 1420 Glendale, CA 91203 United States of America	State of Nationality US	State of Residence US
	Telephone No. 561 999 8899	
	Facsimile No. 561 999 8810	
	Teleprinter No.	

3. Further observations, if necessary:

4. A copy of this notification has been sent to:

the receiving Office the designated Offices concerned
 the International Searching Authority the elected Offices concerned
 the International Preliminary Examining Authority other:

The International Bureau of WIPO 34, chemin des Colombettes 1211 Geneva 20, Switzerland Facsimile No.: (41-22) 740.14.35	Authorized officer Sangeeta JAIYA Telephone No.: (41-22) 338.83.38
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12-3-01 + 6 months

Patent and PCT File - Retirement/Inactivation Form 6-3-02

Secretary or Attorney - Fill out form to indicate the desired change in status, then give form and file to Docketing.

Secretary Name: Keely

Patents

- Application Abandoned
- Patent Lapsed for Non-Payment of Annuities
- Patent Expired
- Other: Give reason _____

PCT Applications

- Lapsed
- Entered National Phase
- Other: Give reason _____

Client Name: Ivewit.com

Client & Matter No.: 005707. P010 PCT

Serial Number PCT/us00/15408 OR

Patent Number _____

- Instructions received from Client dated: _____
- Continuation Application under Rule 1.62 filed (for Abandoned Applications)

Please check one of the following:

- Return File to Attorney
- Return File to File Room
- Inactivate File

Attorney Signature Thomas J. Pieman

Docketing to check off below as completed. If file is to be inactivated, forward all copies of form and file to File Management Assistant. If not, insert all copies of form in file and return to attorney or file room.

- All docket dates cleared
- CPA notified (U. S. Issued patents only)
- Status updated on Patent or PCT database
- File stamped with appropriate status
- All watch for dates cleared

Date: 12-4-1

Docketing Signature(s): [Signature]

For Inactivation of Files:

File Management Assistant to check off below as completed.

- Enter file in FM P-2 Metro database.
- Enter file in WSI Records Management database, with box identification.
- Print out 3 copies of content list (inventory sheet).

Attach 1 copy of inventory sheet to box containing files.

Retain 1 copy of inventory sheet and pink copy of this form for your records.

Deliver 1 copy of inventory sheet along with remaining copies of this form to the Database Management Assistant.

Date: _____

File Management Assistant Signature: _____

Database Management Assistant to check off below as completed.

- Note change of status for all affected files on FM Client Matter database
- Note change of status for all affected files on WSI Matter Maintenance database.
- Retain yellow copy of form and box inventory sheet for your records, then give white copy of form to Docketing Supervisor.

Date: _____

Database Management Assistant Signature: _____

JUL 10 '01 08:42AM

EXECUTIVE EMPLOYMENT AGREEMENT

EXECUTIVE EMPLOYMENT AGREEMENT ("Agreement") made as of the 3rd day of August, 1999, by and between iviewit.com LLC, a Delaware limited liability company with an address at 2255 Glades Road, Suite 337 West, Boca Raton, Florida 33431 (the "Company"), and BRIAN G. UTLEY with an address at 1930 Southwest 8th Street, Boca Raton, Florida 33486 (the "Executive").

WHEREAS, the Company desires to employ Executive and to ensure the continued availability to the Company of the Executive's services, and the Executive is willing to accept such employment and render such services, all upon and subject to the terms and conditions contained in this Agreement;

NOW, THEREFORE, the Company and the Executive hereby agree as follows with respect to the Executive's employment with the Company:

1. **Employment.** The Company shall employ the Executive and the Executive shall be employed with the Company, on the terms and conditions hereinafter set forth, for a period commencing as of the date hereof (the "Effective Date") and ending three (3) years after the date hereof, unless sooner terminated pursuant to the provisions of this Agreement. Such period of employment shall be automatically extended for successive one-year terms of employment, unless either the Company or the Executive notifies the other in writing at least ninety (90) days prior to the end of the then current term that it or he does not intend to renew such employment, in which case such employment will expire at the end of the then current term. All references herein to the "Employment Period" shall refer to both the initial term and any such successive renewal terms. During his employment hereunder, the Executive shall be the President and Chief Operating Officer of each of the Company, uview.com, Inc., a Delaware corporation ("uview") and iviewit LLC, a Delaware limited liability company ("iviewit") (uview and iviewit are collectively referred to herein as the "Affiliates").

2. **Exclusive Efforts.** The Executive shall devote his full time, best efforts, skills and attention to the business and affairs of the Company and the Affiliates, shall serve the Company and the Affiliates faithfully and competently and shall at all times act in the Company's and the Affiliates' best interests. The services to be rendered by Executive during the Employment Period shall be the normal duties of a person employed as a President and Chief Operating Officer by a corporation in the Company's business, subject at all times to the direction and control of the Company's Board of Directors (the "Board").

3. **Compensation and Benefits.** The Company shall pay to the Executive, and the Executive agrees to accept, compensation as follows:

(a) Subject to the provisions of Section 3(b) below, the Company shall pay to the Executive, and the Executive agrees to accept, an initial base compensation of Fifty Thousand Dollars (\$50,000) per year (the "Initial Salary"). All compensation payable to Executive hereunder shall be payable in accordance with the normal payroll policies of the Company and shall be subject to all usual and customary payroll deductions, including all applicable withholding taxes.

(b) The Initial Salary shall be increased by: (i) Fifty Thousand Dollars (\$50,000) to One Hundred Thousand Dollars (\$100,000) per year on September 3, 1999 (the "Salary Increase Date"), (ii) an additional Fifty Thousand Dollars (\$50,000) to One Hundred Fifty Thousand Dollars (\$150,000) per year beginning six (6) months following the Salary Increase Date, and (iii) an additional One Hundred Thousand Dollars (\$100,000) to Two Hundred Fifty Thousand Dollars (\$250,000) per year beginning twelve (12) months following the Salary Increase Date.

(c) In addition to the compensation provided for in Sections 3(a) and 3(b), on the Effective Date, the Company shall cause uvview to issue in the Executive's name seventeen thousand one hundred thirty-eight (17,138) shares of uvview's Class B Common Stock (the "Initial Shares"), for the consideration of \$.05 per share. The Executive shall be entitled to receive up to seventeen thousand one hundred thirty-eight (17,138) additional shares of uvview's Class B Common Stock at future dates during the Employment Period as determined in the Board's sole discretion, subject to Executive's fulfillment of certain performance standards established, from time to time, by the Board.

(d) The compensation provided for in Sections 3(a) and 3(b) shall be in addition to any pension or retirement benefits, hospital and medical, disability, and other benefits, if any, made generally available by the Company, in its sole discretion, to its executive officers.

(e) Executive acknowledges that it is the Company's intent to purchase a "key-man" life insurance policy on the life of Executive for the benefit of the Company (the "Insurance Policy"). Executive agrees to cooperate fully in the acquisition, modification, amendment or supplement of the Insurance Policy, including submitting to any physical examination and providing any medical information as may be required by the insurer. In the event Executive dies within the Employment Period, the Personal Representative(s) (the "Personal Representatives") of Executive's estate (the "Estate") shall, at the Personal Representatives' sole discretion, elect to surrender to the Company all right, title and interest in and to the Initial Shares and obtain payment from the Company of the proceeds (the "Proceeds") of the Insurance Policy (the "Election"). The Election shall be in writing and delivered to and received by the Company at its then corporate headquarters within four (4) months from the date of Executive's death. Within seven (7) business days after the Company's dated receipt of the Election, if the Personal Representatives elect to receive the Proceeds, the Personal Representatives shall deliver the Initial Shares (along with executed stock powers) to the Company at its then corporate headquarters at which time the Company shall issue a certified or cashier's check payable to the Estate for the full amount of the Proceeds; provided, however, that if at the time of the Election the Company has not received the Proceeds, and if the Personal Representatives elect to receive the Proceeds, the

Company shall notify the Personal Representatives at such time as it receives the Proceeds, and, upon receipt of such notification, the Personal Representatives shall then be required to tender the Initial Shares to the Company at its corporate headquarters within seven (7) days of said notification, upon which the Company shall comply with the provisions of this Section regarding remittance of the Proceeds. If the Personal Representatives fail to comply with the provisions of the preceding sentence, the Company shall, at its sole discretion, notify the Personal Representatives as to whether it will demand the surrender of the Initial Shares (and make the corresponding payment of the insurance proceeds) no later than nine (9) months from the date of Executive's death or the deadline for filing Executive's Federal estate tax return, whichever occurs later.

(f) The Executive shall be entitled to four (4) weeks paid vacation per year. Such vacation time allowance shall not cumulatively accrue, and any unused vacation time for each year of the Employment Period shall be forfeited by Executive if not used during each year.

4. **Business Expenses.** The Executive shall be reimbursed for all usual and reasonable expenses incurred on behalf of the Company and the Affiliates, as applicable, as approved by the Board, in accordance with Company practices and procedures, provided that:

(a) Each such expenditure is of a nature qualifying it as a proper deduction on the federal and state income tax returns of the Company and any of the Affiliates, as applicable, as a business expense and not as deductible compensation to Executive; and

(b) Executive furnishes the Company with adequate documentary evidence required by federal and state statutes and regulations for the substantiation of such expenditures as deductible business expenses of the Company and of any of the Affiliates, as applicable, and not as deductible compensation to Executive.

Executive agrees that, if at any time, any payment made to Executive by the Company as a business expense reimbursement shall be disallowed in whole or in part as a deductible expense to the Company or any of the Affiliates, as applicable, by the appropriate taxing authorities, Executive shall reimburse the Company or any of the Affiliates, as applicable, to the full extent of such disallowance.

5. **Termination.**

(a) This Agreement may be immediately terminated by the Company at any time during the Employment Period for cause. In such an event of termination, the Company shall be obligated only to continue to pay to Executive his compensation, if any, earned up to the effective date of termination. "Cause" for purposes hereof shall mean (i) a breach of any of the provisions of this Agreement by Executive, (ii) conviction for any criminal offense involving a felony or (iii) willful misconduct, gross negligence or malfeasance.

(b) Except as otherwise provided herein, this Agreement and the obligations of the Company hereunder will terminate upon the death or at the Company's option, the disability

of the Executive. For purposes of this Section 5(b), "disability" shall mean that for a period of four consecutive months or six months in any 12-month period the Executive is incapable of substantially fulfilling the duties set forth in Section 2 or hereafter assigned to him because of physical, mental or emotional incapacity resulting from injury, sickness or disease as determined by an independent physician selected by the Company. Upon any such termination upon death or disability, the Company will pay the Executive or his legal representative, as the case may be, his compensation (including the Initial Shares issuable to Executive pursuant to Section 3(c) above), if any, earned through the date of such termination of employment.

6. Restrictive Covenants.

(a) Executive acknowledges that his services and responsibilities are unique in character and are of particular significance to the Company and to the Affiliates, that the Company and its Affiliates are competitive businesses and Executive's continued and exclusive service to the Company and the Affiliates under this Agreement is of a high degree of importance to the Company and the Affiliates. Therefore, during the Employment Period and for a period of two (2) years thereafter (the "Noncompete Period"), Executive shall not, directly or indirectly, as owner, partner, joint venturer, employee, broker, agent, corporate officer, principal, licensor, shareholder (unless as owner of no more than one percent (1%) of the issued and outstanding capital stock of such entity if such stock is traded on a major securities exchange) or in any other capacity whatsoever, engage in or have any connection with any business which is "competitive" with the Company or any of its Affiliates, and which operates anywhere in the "Restricted Territory" (as hereinafter defined). For purposes of this Agreement, a business will be deemed to be "competitive" with the Company and its Affiliates if it is engaged in the same business that the Company or any of its Affiliates are engaged in, or contemplates engaging in, including, but not limited to, any business engaged in whole or in part in developing, marketing, and implementing technology that allows products and services to be advertised and marketed via the internet. In recognition of the world wide access afforded by the internet, the parties agree that for purposes of this Agreement, "Restricted Territory" shall mean worldwide.

(b) During the Noncompete Period, the Executive shall not:

(i) directly or indirectly, by initiating contact or otherwise, induce, influence, combine or conspire with, or attempt to induce, influence, combine or conspire with, any of the officers, employees or agents of the Company to terminate his, her or its employment or relationship with or to compete against the Company or any of the Affiliates;

(ii) directly or indirectly, by initiating contact or otherwise, divert or attempt to divert any or all of any customers' or suppliers' business with the Company or any of the Affiliates.

(c) If, in any judicial proceedings, a court shall refuse to enforce any of the covenants included in this Section 6, then such unenforceable covenant shall be amended to relate to such lesser scope, period or geographical area as shall be enforceable. In the event the

Company or any of its Affiliates should bring any legal action or other proceeding against Executive for enforcement of this Agreement, the calculation of the Noncompete Period shall not include the period of time commencing with the filing of legal action or other proceeding to enforce this Agreement through the date of final judgment or final resolution, including all appeals, if any, of such legal action or other proceeding unless the Company and the Affiliates are receiving the practical benefits of this Section 6 during such time. The existence of any claim or cause of action by Executive against the Company or any of the Affiliates predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by the Company or any of the Affiliates of these covenants.

(d) Executive hereby acknowledges that the restrictions on his activity as contained in this Agreement are required for the Company's reasonable protection and are a material inducement to the Company to enter into this Agreement. Executive hereby agrees that in the event of the violation by him of any of the provisions of this Agreement, the Company and its Affiliates and its or their permitted assigns (which are intended third-party beneficiaries of these covenants) will be entitled to institute and prosecute proceedings at law or in equity to obtain damages with respect to such violation, to enforce the specific performance of this Agreement by Executive, to enjoin Executive from engaging in any activity in violation hereof, or any combination of the foregoing remedies together with any other remedies available at law or in equity.

7. Treatment and Ownership of Confidential Information.

(a) The parties hereto acknowledge that Executive shall or may be making use of, acquiring and adding to Confidential Information (as that term is defined in subparagraph (b) below). Executive covenants and agrees that during the Employment Period and at all times thereafter he shall not, except with the prior written consent of the Company, or except if he is acting during the Employment Period solely for the benefit of the Company or any of the Affiliates in connection with the Company's or any of the Affiliates' business and in accordance with the Company's business practices and policies, at any time, disclose, divulge, report, transfer or use, for any purposes whatsoever, any of such Confidential Information, including Confidential Information obtained, used, acquired or added by, or disclosed to, Executive prior to the date of this Agreement.

(b) For purposes of this Agreement, the term "Confidential Information" shall mean all of the following materials and information which Executive receives, conceives or develops or has received, conceived or developed, in whole or in part, in connection with Executive's employment with the Company:

The Company's and the Affiliates' materials and information (regardless of the form of such information, including without limitation, in writing, electronic, computerized or other recorded form, oral or visual) concerning, or related in any way to, the Company and the Affiliates' or its or their businesses, including without limitation: (i) the contents of any Business Plan, projections or financial or credit information or data relating to the Company or any of its Affiliates; (ii) the contents of any manuals or written materials of the Company or any of its Affiliates; (iii) the

names and records of actual or prospective clients, customers, suppliers, lenders, financing sources, or related persons; (iv) the terms of various agreements between the Company or the Affiliates and third parties; (v) any data or database, or other information compiled or developed by the Company or its Affiliates; (vi) any computer programs and listings, source codes and/or object codes, file structures, trademarks, trade secrets, patents, patent designs, patent applications, copyrights, forms, procedures, processes, training methods, developments, technical information, marketing activities and procedures and methods of operation, together with any other information, data, know-how or knowledge of a confidential or proprietary nature; and (vii) any information of a type described above derived or obtained from the internet or any website of the Company or its Affiliates, including without limitation, the file structure relating to such website or the content of such website.

(c) Executive covenants and agrees that all right, title and interest in any Confidential Information shall be and shall remain the exclusive property of the Company and the Affiliates, as applicable. Executive agrees to promptly disclose to the Company all Confidential Information developed in whole or in part by Executive within the scope of this Agreement and to assign to the Company or any of the Affiliates, as the Company determines in its sole discretion, any right, title or interest Executive may have in such Confidential Information. Executive agrees to turn over to the Company all physical manifestations of the Confidential Information in his possession or under his control at the request of the Company.

8. Inventions.

(a) Executive agrees to promptly inform and to disclose to the Company, in writing, all inventions, developments, procedures, ideas, innovations, systems, programs, techniques, processes, information, discoveries, improvements and modifications which Executive creates (collectively the "Inventions"), either alone or with others, while in the Company's employ, or while performing services for the Affiliates, whether or not during working hours, and at all times thereafter if the Inventions:

(i) relate to the present or anticipated business of the Company or any of the Affiliates;

(ii) relate to any actual or demonstrably anticipated research or development work of the Company or any of the Affiliates;

(iii) result from any work performed by the Executive for the Company or any of the Affiliates or customers of either; or

(iv) were invented utilizing the Company's or any of the Affiliates equipment, supplies, facilities, time or any information (whether or not considered Confidential Information) obtained from or useful to the Company or any of the Affiliates.

(b) Assignment. All of the above-described Inventions, and all rights relating thereto, shall be assigned by virtue of this Agreement and without further action by Executive to the Company and shall be and shall remain the exclusive property of the Company.

(c) Ownership. With respect to each Invention assigned to the Company, Executive hereby grants, transfers and assigns to the Company all of his rights, title and interest, if any, in any and all written materials (including but not limited to programmed instructional material), pictorial reproductions, drawings and other graphic representations and works of similar nature upon which he may be engaged in, including rights to translation and reproductions in all forms or formats and the copyrights thereto, if any, and Executive agrees that the Company may copyright said materials in the Company's name and secure renewal, reissues and extensions of such copyrights for such periods of time as the law may permit.

(d) Executive Assistance. During the Employment Period and at all times thereafter, the Executive agrees to assist the Company and the Affiliates in obtaining patents or copyrights on any Inventions assigned to the Company that the Company or any or all of the Affiliates, in the Company's sole discretion, seeks to patent or copyright. Executive also agrees to sign all documents, and do all things necessary to obtain such patents or copyrights, to further assign them to the Company or any of the Affiliates, as applicable, and to protect the Company and the Affiliates against infringement by other parties. Executive agrees that such actions will be without compensation, but at no expense to the Executive.

(e) Attorney-in-Fact. Executive irrevocably appoints any Company-selected designee to act as his agent and attorney-in-fact to perform all acts necessary to obtain patents and/or copyrights as required by this Agreement if Executive (i) refuses to perform those acts or (ii) is unavailable, within the meaning of the United States Patent and Copyright Laws. It is expressly intended by Executive that the foregoing power of attorney is coupled with an interest.

(f) Records. Executive shall keep complete, accurate and authentic information and records on all Inventions in the manner and form reasonably requested by the Company. Such information and records, and all copies thereof, shall be the property of the Company as to any Inventions within the meaning of this Agreement. In addition, Executive agrees to promptly surrender all such original and copies of such information and records at the request of the Company.

9. Executive Representations and Warranties. The Executive represents and warrants to the Company that he is free of known physical and mental disabilities that would, with or without reasonable accommodations that would not create an undue hardship for the Company, impair his performance hereunder and he is fully empowered to enter and perform his obligations under this Agreement. Without limiting the generality of the foregoing, Executive represents and warrants that he is under no restrictive covenants to any person or entity that will be violated by his entering into and performing this Agreement. The Executive shall indemnify the Company on demand for and against any and all judgments, losses, claims, damages, expenses and costs (including without limitation all legal fees and costs, even if incident to appeals) incurred or

suffered by the Company as a result of any breach by Executive of this representation and warranty.

10. **Binding Effect.** Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representatives, successors, heirs and assigns.

11. **Severability.** Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

12. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

13. **Entire Agreement.** This Agreement and the Confidentiality Agreement dated July 9, 1999 by and between iviewit, Inc. (together with its direct and indirect subsidiaries and affiliates) and Executive contains the entire understanding between the parties and this Agreement may not be changed or modified except by an Agreement in writing signed by all the parties hereto.

14. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when either hand delivered or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at the addresses first stated herein, or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as provided herein.

15. **Prevailing Parties.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

16. **Survival.** Notwithstanding any termination of this Agreement, the provisions of Sections 6 through 16 shall survive such termination.


JUL 10 '01 11:53

BOOK OFFICE

JUL 10 '01 08:42AM

IN WITNESS WHEREOF, this Agreement has been duly signed by the Executive and on behalf of the Company as of the day and year first above written.

iviewit.com LLC

By: 
Eliot I. Bernstein, Vice President


BRIAN G. UTLEY

PATENT COOPERATION TREATY

VIEWIT.COM

05707.0010

RECEIVED
 PCT
 DEC 18 2001

from the INTERNATIONAL BUREAU

**NOTIFICATION OF THE RECORDING
 OF A CHANGE**

(PCT Rule 92bis.1 and
 Administrative Instructions, Section 422)

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN
 LOS ANGELES
 COESTER, Thomas, M.
 Blakely, Sokoloff, Taylor & Zafman
 7th Floor
 12400 Wilshire Blvd.
 Los Angeles, CA 90025
 ETATS-UNIS D'AMERIQUE

Date of mailing (day/month/year)
 10 December 2001 (10.12.01)

Applicant's or agent's file reference
 57103/111

International application No.
 PCT/US00/15408

IMPORTANT NOTIFICATION

International filing date (day/month/year)
 02 June 2000 (02.06.00)

NO DOCKETING REQUIRED
 Docketing Mgr

1. The following indications appeared on record concerning:
 the applicant the inventor the agent the common representative

Name and Address FOLEY & LARDNER 777 East Wisconsin Avenue 33rd Floor Milwaukee, WI 53202-5367 United States of America	State of Nationality	State of Residence
	Telephone No. 414 271-2400	
	Facsimile No. 414 297-4900	
	Teleprinter No.	

2. The International Bureau hereby notifies the applicant that the following change has been recorded concerning:
 the person the name the address the nationality the residence

Name and Address COESTER, Thomas, M. Blakely, Sokoloff, Taylor & Zafman 7th Floor 12400 Wilshire Blvd. Los Angeles, CA 90025 United States of America	State of Nationality	State of Residence
	Telephone No. 310 207-3800	
	Facsimile No. 310 820-5988	
	Teleprinter No.	

3. Further observations, if necessary:

4. A copy of this notification has been sent to:

<input checked="" type="checkbox"/> the receiving Office	<input type="checkbox"/> the designated Offices concerned
<input type="checkbox"/> the International Searching Authority	<input checked="" type="checkbox"/> the elected Offices concerned
<input type="checkbox"/> the International Preliminary Examining Authority	<input checked="" type="checkbox"/> other: FOLEY & LARDNER

The International Bureau of WIPO 34, chemin des Colombettes 1211 Geneva 20, Switzerland Facsimile No.: (41-22) 740.14.35	Authorized officer Beate GIFFO-SCHMITT Telephone No.: (41-22) 338.83.38
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CORRECTED VERSION - CORRECTED ON 5/14/2003
Transcription of Telephone Conference
Conducted July 31, 2000

Participants:

Simon Bernstein, Eliot Bernstein, Maurice Buchsbaum,
Brian Utley, Doug Boehm, Chris Wheeler

Note: Square brackets [] are used to indicate inaudible or indecipherable text. Text found inside brackets indicates transcriptionist's best guess. Since speaker names are not specifically identified, transcriptionist has made an attempt to identify based upon comments made in conversation but cannot guarantee that each speaker has been accurately identified. Note also that this recording has numerous instances of participants speaking at once or carrying on simultaneous side conversations that make it difficult to follow and transcribe the entire line of discussion.

Utley: <begins midstream>...status of the original digital image filings, and basically the fact that the original filings do not cover the full subject matter of the imaging technology; and to wit, one of the omissions, in particular in reading the claims section of the provisional and the formal filing, relates to the zooming and panning capability that is inherent in the technology. This has become a topic due to the fact that we are currently in the second phase of filing imaging patent protection which is driven by the provisionals that were filed later last year, between August and December of last year. So the concern that were expressed by Eliot in reviewing this is that this omission of the zooming and panning capability was attributable to a failure, for whatever reason, on the part of Ray Joao, the patent attorney of record, in constructing and putting together the provisional and formal filing<tape cuts out here> did I say it is that right Eliot

E Bernstein I believe so

Utley Is that your understanding

E Bernstein Correct

Utley The purpose of this meeting is to review the facts and I think there are two particular points that are ...that are important to moving ahead. The first is: "Given that the filings are what they are, and given what we know about the filing which is scheduled to take place this week on Wednesday, what means do we have to correct the situation; and given whatever corrections we find, what then is the impact or exposure to iviewit based upon what actions we can take. Then, lastly, what, if any, recourse might iviewit have vi sa vi the omissions in the original filings Are there any other issues, Doug?

Bernstein: Yeah, just correcting back to Ray Joao's work of the formal filing that he filed. Do we have a copy of that?

Utley: I do have that.

Bernstein: I don't. I've got the provisional and I've got...

Boehm: Everything is on the table

Utley: you should have...the formal.

Bernstein: This one?

Utley: Yes, that's the formal.

Bernstein: Okay.

Simon Bernstein: I just have one question. Does anybody have, or are we allowed to get, the files of Ray Joao?

Boehm: I have them.

Wheeler: Do you have all of the work that he had?

Bernstein: No, not all of it.

Utley: What was purported to be in the files?

Bernstein: And he also claimed to us that he destroyed part of his files.

Boehm: And I have some of his files. I have what was purported to be all of the firms' files.

<Inaudible comment.>

Utley: Well, there's a whole history, then, because I tried to get complete copies of the files originally, and found out later that not only did he not send us all the files, he didn't even mention that there was an extra filing out there that we didn't even know about.

Bernstein: This one that's in question.

Boehm: Yep

Simon Bernstein: You have no notes, no data on...?

Boehm: No, I have the application. I have things that you could get from the US patent office—that I could get from the US patent office. I have very few notes. I do have some scribbled Ray Joao's notes, but I think you gave me those notes.

Utley: I did. I gave you Bill Dick after Bill yourself[] the notes that I had.

Bernstein: And Ray's made disclosures to us that he destroyed the documents to protect us, which I don't know what he was thinking.

Simon Bernstein: Destroyed what documents?

Bernstein: Whatever he had in his files. Other patent copies, copies of the drafts as they proceeded...all that he destroyed to protect us from something I asked him to explain, and his reasoning...because I said to him, you know, usually you destroy documents when you are protecting somebody from something illegal or something. Have I done something that would force you to hurt me possibly? He said it was typical, normal, that all lawyers destroy their records.

Simon Bernstein: If that, in fact, is the case—I've never heard of a lawyer you know other than Nixon destroying anything the work is ours. Am I right Chris when we pay for a lawyer and we pay for the work, the work is ours.

Wheeler: The work product is yours. He may maintain copies of his files and everything; or his confidential notes to himself are not necessarily yours. But the work "product" is...

Simon Bernstein: Would you say that anything germane to the issue belongs to him?

Wheeler: Well, I mean if he wrote notes...in sidebars...yeah.

Bernstein: How about revised patents[]. How about copies? Works in progress

Wheeler: But things which would reinforce your patent, obviously, that is germane to the strength of your patent yes, you would be entitled to copies I don't think we disagree.

Bernstein: He's claiming He destroyed all faxes.

Wheeler: Can I ask you a question?

Bernstein: Yes.

Wheeler: Just so both of us understand...was this patent done prior to his flying down here, or was this patent done as a result of his flying down here and having discussions with you? I was under the impression that when he flew down here—this was before Brian came—I was under the impression that followed our meeting with Reel 3-D. I was under the impression that he was coming down to discuss, at the very least, the video aspect so that you could complete that; but were you also completing the imaging patent?

Bernstein: Correct.

Wheeler: So he went to your [kitchen]?

Bernstein: Right. And we spent days there

Wheeler: And the two of you spent all the days...

Bernstein: Correct.

Wheeler: And did he, in front of you, write notes?

Bernstein: Tons. Hundreds

Wheeler: And did he then produce them on his computer and type out certain things?

Bernstein: Yes.

Wheeler: I was under the impression he was doing that with you.

Bernstein: He did.

Wheeler: And did you read those?

Bernstein: I did. I did - now going to that same nature, that's the provisional I think we're talking about...

Wheeler: Right.

Bernstein: But he flew out here again with me and Brian and went through this as he went to file this--this is a 3/23/2000 file--that also fails to make mention of.

Wheeler: So that's the formal file...the formal one?

Bernstein: The formal file. So both also missed the point.

Wheeler: I just wanted to know and to put things in proportion, when you read the provisionals, because Brian wasn't with the company right now and then, and when there were all those drafts, because obviously we didn't see them...

Bernstein: Well, you saw because we gave you all the documents. I'd get a document from Ray and bring it to you so you would have records of everything up to that point because I didn't want to keep them at my house.

Wheeler: The final...the final...but I'm not reviewing the patent. I was keep maintaining it as...

Bernstein: Okay, but you have every record...

Wheeler: Everything you gave me we maintain. We don't...

Simon Bernstein: Any notes should be produced...

Wheeler: We don't throw away anything.

Bernstein: Yeah, I know.

Simon Bernstein: I know you don't you're very thorough.

Wheeler: So, I'd file it away; so if you gave it to me, it's in our archives.

Bernstein: Right.

Wheeler: I wanted to know, when you read those drafts...

Bernstein: Oh, it was...it was clear

Wheeler: Answer my question...when you read the drafts, did you see the panning and scanning elements?

Bernstein: Yeah, and zooming, up to 1,000 times we thought it was. That was the big...you know, we had it in there...as a matter of fact, he just said it...somewhere it's in there up to 1,000 times, isn't it?

Utley: 1,700.

Bernstein: Right. That was our old mistaken a number of times. So, yeah, for him to miss that, Chris, would be the essence of stupidity.

Wheeler: So it was in there?

Bernstein: Absolutely.

Utley: The zooming, it was in the body, but not in the claim.

Boehm: But a provisional doesn't really...doesn't have to have claims.

Utley: It doesn't have claims.

Bernstein: But then in our claims of our patent, it's not there. This is what you're representing, correct?

Wheeler: So you're saying that it wasn't put in the file, but it was put in the provisional.

Boehm: No, I could see where he's going to argue that it's there.

Bernstein: Let's see. Let's take a look.

Wheeler: ...what the language of the patent claims are that he filed.

Bernstein: Okay, let's see what he...

Wheeler: And this isn't the final decision because I can go back right now and amend those claims.

Bernstein: Wow, yes, but we have elements of exposure that creep in correct?

Wheeler: I'm just telling you the whole thing, then we'll go back. So you did look it over, and there are no claims in the provisional?

Boehm: There are no claims in a provisional. You can file them, but they are never examined.

Wheeler: But the zooming and the panning and the scanning element was incorporated in that?

Boehm: Go ahead, Brian.

Utley: Let me make sure that we say that properly. The provisional filing had a claims section which migrated into the final filing, but Eliot is correct in saying that the provisional does not need a claims section.

Boehm: The provisional never gets examined, so it doesn't need the claims. It just holds your place in line for one year.

Bernstein: But then when I look through this...

Simon Bernstein: Hold on, Eliot, I need to understand this. What you're saying, then, is assuming any negligence on his part, to that point the negligence doesn't become realistically damaging to the company until since he actually made a claim...since he actually made a provisional filing. Which took our place in line.

Boehm: If the provisional filing covered the invention, your place in line is only as good as the subject matter described in accordance with the law.

Simon: Obviously, it should have had the panning and zooming in there.

Boehm: Well, the word "zoom" is in there.

Bernstein: But not really to describe what we're doing.

Boehm: But do you see what I'm saying? It's only to the amount of subject matter that and attested where the average person skilled in the art could make and use an invention as it's described in this document, and without "undue" experimentation, without inventing it himself.

Simon Bernstein: Right.

Boehm: Now, this provisional application, you throw it...different patent attorneys do different things with it. On one end of the spectrum, you do an invention disclosure. Most big corporations have invention disclosure forms which leads the inventor to write out good disclosures and figures and things, and I've seen people actually file that invention disclosure because if you're coming up on a bar date, you don't have time to write an application or think about what your invention is. All you've got to do is get something on file, and then hope that it will protect...that whatever you had on file covered your invention.

Simon Bernstein: Is that what we've done so far?

Bernstein: No.

Boehm: I don't want to answer that, but that's the line.

Boehm: It's a grey question, it's a grey area, I think.

Wheeler: That's what we're aiming to do, that's what we're hoping to do.

Boehm: But on one end of the spectrum, you file very minimal work, and that's what Ray did on some of the applications, like on the one...

Wheeler: He was trying to do it in a broad...

Wheeler: He did say conceptually that his method was to do a broad stroke of it.

Boehm: Right. Well, a broad stroke on drafting the claims.

Wheeler: Okay. Right.

Eliot Bernstein: He's got to put the invention in!

Boehm: That doesn't happen in a provisional at all, generally. If you want to, you can write the provisional claims just so you know what you're doing, and it's actually used as subject matter; but the claims are never examined. It doesn't matter if it's in proper format or anything, it just sits there. Now, if you pick up the provisional a year later—it has to be within that year—if it's a real well done application, you just file it. There's no money involved in turning the provisional into a regular filing. Oftentimes, with these one-page disclosures, there's a substantial amount of money involved in taking that from there to there. The problem is you cannot add subject matter to the patent application later on once it's filed.

Bernstein: Unless it's really the patent application, correct?

Boehm: No, the subject matter has to be supported—has to be described—

Simon Bernstein: In the provisional.

Boehm: Uhhuh To that text, or you lose your filing date.

Wheeler: But the zooming element, then, is not in addition.

Boehm: Is not in addition? You mean...

E. Bernstein: It's not even in there.

Wheeler: You can't add subject matter. So if he did describe zooming, then it's not in addition.

Bernstein: Did he, ?

Wheeler: I am asking you whether he did or not?

Boehm: I'm not clear on what you mean. You can't add additional subject matter after the filing date of an application or you'll lose the right to that filing date.

Wheeler: The provisional? You can't add subject matter to the provisional?

Boehm: To any application...any patent.

Wheeler: But if he did describe the zooming, then the zooming element is not an addition in the formal.

Boehm: Right. It's supported. If he described it in the original, you can base claims on it later.

Wheeler: And have we said that the zooming is in the provisional?

Bernstein: Nowhere that I can see.

Simon Bernstein: Wait. You're the lawyer reading another lawyer's work. Is it in there?

Boehm: Do you have a copy of it?

Bernstein: Yeah, right here. It isn't in there if it bites you.

E. Bernstein: It's not in the filing either.

Simon Bernstein: It's obviously not in the filing if it's not in the provisional.

Bernstein: No.

Simon Bernstein: Can you make reference to something...let's say he uses the word "zoom".

Boehm: Exactly. I'm pretty sure the word "zoom" is in there, isn't it Eliot?

Bernstein: But what Doug's saying is that had you written the patent, you would have described the invention as the ability to do this cool zoom that we all...and just said this is the cool part of what we're doing. What Ray's missing in the outline is the ability for you to put a picture on a Web page.

Wheeler: He did know that an important element was the fact that when we went in and made it bigger, we didn't pixelate.

Bernstein: It didn't pixelate. Not in here at all.

E. Bernstein: Not even mention to that concept.

Bernstein: Complete failure. It's not.

Wheeler: But if said it doesn't distort when we zoom...

Bernstein: Nope. Nothing like that.

Wheeler: That's the same thing, isn't it?

Bernstein: Yeah, but he hasn't said anything...he doesn't even tell you ...

Wheeler: What about the panning element, or is that element not patentable?

Bernstein: No, that's part of the whole process is to be able to zoom while panning.

Wheeler: Here it is. "The above process can be utilized in order to create higher zoom capabilities with each new depth layer of an image..."

Bernstein: No, but that's a new depth layer which is bringing in another hotspot image, so it's really a completely different subject.

Boehm: Oh. Okay.

Boehm: Okay. Where is that?

E. Bernstein: I read it to, he's very crafty you know.

Boehm: "Where the zoom capacity of up to 1700 times or greater may be easily obtained with the [present conventions.]" Are they talking about the hotspot now?

Bernstein: No.

Boehm: No, it's the general zooming capability.

Wheeler: So it's not in addition.

Bernstein: Well, explain to him where it's missing.

Wheeler: You guys didn't put it in the formal...I don't mean you...he didn't put it in the formal one in the depth in that what we want to do it but he could have without it being construed as an addition.

Boehm: Yes.

Boehm: Well play lawyer on you now<Laughs; cannot understand his comment.>

Wheeler: Right - sorry

Boehm: Whether or not it's supported is a question that's going to be determined either between you and the examiner...probably not, it's between you and another

lawyer someday when the case is litigated. The question is And again, the test is: Can the average person skilled in the art—the average designer of this type of software—can he read this document and make and use of your invention without inventing it? That's the test. Now, whether he uses the word "zoom" in here and "magnification" later, that doesn't mater as long as he would have gotten it. If it is so simple to build by reading this, you don't need any subject matter. If you're combining three elements A, B, and C, and A, B, and C are standard in the art, and you tell them these are standard in the art, go combine A, B, and C, that could be a one-page application. The average person will pick it up and he could. It's a patent test. Are you with me? The more complex it is, the more you want it supported in this text.

Simon Bernstein: What if it is basically simple, and he just wrote it as basically simple, does that support our position anyway though?

Boehm: Does that support our...Sure...

Simon Bernstein: I mean, if we were to litigate against another person that infringes on our...

Boehm: An infringer.

Simon Bernstein: Supportable for the sake of argument?

Boehm: Right. Yes. That is a fair argument

Simon Bernstein: OK so then I don't know that, at least from first blush

Bernstein: That's the provisional you're reading though, right?

Boehm: Aren't they the same? I think they're identical, aren't they?

Boehm: You can check in his notebook.

Boehm: Are there differences?

Bernstein: Where did you find that piece that you just read?

Wheeler: Is the reason...now continue answering my question...is the reason we came to the formal in March of this year, which I didn't realize that Joao. I thought that we had agreements for doing everything, but apparently Joao filed...

Boehm: For that one, yes.

Wheeler: But he didn't bother telling anybody.

Boehm: That's the one that we didn't find out until way late.

Wheeler: Okay, perhaps the reason that he did that was that was the easiest way to do it and the course of least resistance, and he thought he could go back...is there an amendment procedure?

Boehm: Yeah, there's an amendment procedure.

Wheeler: That he could do it a few months later or something like that?

Utley: We had a conversation before the formal filing, and, in fact, I have my notes here from that conversation.

Wheeler: Okay.

Bernstein: And you mentioned that there was no zoom.

Utley: Yeah, I said...

Bernstein: Claim one.

Utley: Yeah, Here are my notes. This is my original copy. Claims do not reference stitching. The patent app does not cover providing enhanced digital image with zoom and pan controls. It covers for creating enhanced images to show zoom and pan functionality without distortion." Those are my notes.

Bernstein: And you told him that.

Simon Bernstein: Here's a man that was cognizant of what was necessary to be in there. How did a guy to file a patent without any of us—obviously, not me, but Eliot, Brian.?

Boehm: Jim wasn't around yet.

Simon Bernstein: Okay, but Chris was and so on and so forth—how did they get through the crack that he did this?

Wheeler: It didn't get through the crack. Brian addressed it with him.

Bernstein: And everything is shredded now, too. Everything else is shredded.

Utley: Kind of what he was going to do—his time factor—he was going to...he didn't think he would get this in. He would submit it and then would turn right around and amend it.

Boehm: Did he really say that?

Bernstein: Yeah.

Utley: I wouldn't say amended, it was because of the stuff that was coming...

Bernstein: It was supposed to be in there.

Utley: ...he was going to smash that all together and file it.

Simon Bernstein: Was that the same time, Brian, that he was leaving the firm?

Bernstein: Yeah.

Simon Bernstein: So would you say that probably...

Utley: he knew at the time that he probably would be leaving?

Utley: Right.

Simon: But he wanted to get all of this in place so he could do the billing and get that part of it in...

Utley: I don't know that.

Boehm: Just speculating.

Eliot Bernstein: What day did you give him those notes?

Simon Bernstein: I don't ever have to speculate on billing

Utley: I don't have my address book with me...I didn't write the date down, but it was the date that he was here. He came.

Wheeler: He wanted to get it done to take care of you, make sure it was filed for you.

Simon Bernstein: That could be too. One other reason is...

Wheeler: We're just speculating.

Wheeler: And I'm not trying to... <Everyone talking at once.> I thought he was trying to work on our best behalf, but one time or two times that I met him, it seems like he was earnestly trying to help. Who knows? Maybe he was incompetent. I mean we're only suggesting that it would have been incompetence

Bernstein: Well, the fact that it's not in your patents, right up front, this is the invention, is a gross neglect. And the fact that it doesn't say, "this is what the invention is trying to do. This is the feature..."

Simon Bernstein: The point is not whether it's gross neglect or not, it's what the damage is if there is...if, one, gross neglect is of any import; and two, what is the damage? it has caused iviewit. That's what I think we need to ascertain here, and if we can ascertain it.

Utley: How do we fix it? 

Simon Bernstein: Of course lets try to fix it, if we can't fix it then we'll worry about...

Eliot Bernstein: Well 1st lets fix it

<Everyone talking at once.>

Boehm: Let me go over the procedures so everybody's clear. Again, on one end of the spectrum you file a very sparse, like a one-page provisional application, and it's cheap, and the purpose of the provisional is to get you in line...it is to protect your date. What you're trying to do is get the benefit of your priority date. When you invented it. When you're in line in terms of whose the next guy that invented it. Whose the first inventor?

Simon Bernstein: Someone comes after you the second day after...

Boehm: Who's the first inventor, that's what you're after.

Simon: I understand. I really understand...you don't physically stand...

Boehm: Not physically in line in the patent office is right, not or even in physically in line in order as well. Okay. One-year letter, the provisional expires and you have to file a non-provisional patent application, okay? Many times it's identical. If you do a good job up front, you just file that, but you need to put claims on at this time. When I do a provisional, I try, if there is money and time up front, to do it once up front. I even write the claims. As a matter of fact, I don't even like to file provisionals because there's not much of an advantage. If you've got the time and the money up front to do a good job, well then, just file it as a regular application.

Simon: Understand that at the beginning, the time and the money...I mean, the time was certainly available, but the money was a short substance. So it was obvious that Ray would be working in a most expeditious way.

Boehm: Well, that's why the..

Simon: Which might have short-circuited us because of all of the lack of funds.

Wheeler: Well, that's true because the filing date is 3/24/99 to endorse that...that was very early in the game.

Simon: We did it in your office Chris in your library...in your conference room. The only meeting I had with him was while we were going to file the patent and that was in your office.

Boehm: Okay, 3/24/99 is the provisional application.

Bernstein: That's what I'm saying. Well, Chris,

Boehm: So even at a year, he filed the second one with claims.

Buchsbaum: Yeah two things happened during the year. One, the Company was doing other things, even though they knew that was coming up, and two, I guess there wasn't a whole lot of money to allocate towards doing that much.

Simon: Here's what we did. We hired Ray Joao on the monies that were raised by the investors; and then when Huizenga was coming in with their money, and when that money came in, we made a company decision that the first and foremost thing was to get the patent filed properly. So the fact that we were going to spend more money and get them completed at that point had already been made.

Simon: Okay, but prior to that, we were working on short forms. Then after that, we started to raise capital, and we always knew that the priority was intellectual property, so were going to make sure that those got done right. Brian's been working on it ever since, and I felt comfortable...I never did feel comfortable with Ray Joao...just an observation.

Boehm: Hmmm...is it all patent attorneys? <Laughter>

Simon: No, no, there's nothing wrong. He came in, he's a nice guy, he tried hard, you know, all the nice things, but his work always appeared sloppy, okay? And that's the only thing I can say. You're a patent attorney, you see what he did. If I'm wrong, then let me know; but to me, it looked like it was a little slipshod. And then he made some statements that really bothered me, too, that I don't think he should have made to a client, and that is that he was filing his own patent. <Chuckling.> I mean, horseshit personally, I haven't heard of a patent attorney in my life telling me that he's an inventor filing his own patent. It really did bother me.

<Everyone talking at once.>

Bernstein: Transmitting video files on a communication network for airlines and...

Simon: It probably meant nothing because I don't think the guy was of the nature to be stealing from us, but I don't know! But I'll tell you this, it did ring a bell. From a pure novice, it made me a little nervous. I asked Eliot why he was dealing with somebody, but we were assured that this was a good firm...

Boehm: Let me look back in my own spiel...here with the provisional. You file a provisional, then within one year, you file a regular application with the claims. You can add claims to it; but if you add subject matter to it—in other words, if the zoom and pan concept wasn't well described, you have lost the benefit of that first phase. Right. Now

why is that going to hurt you? Two main reasons. One is if you put it on sale—offered it for sale— or you publicly disclosed it, there are certain regulations that say you've got to get something on file, so if you had publicly disclosed it, that would protect...getting the application on file will protect you from losing your date because of public disclosure and offer for sale. I think that's what he was trying to get the earlier dates for.

Simon: Sure.

Boehm: I spoke with Ray when I was trying to get all of these files, and his comments to me were...when we were on the phone—you remember, we were asking him where was this stuff, and he said, well, he kept building on and he learned more it got in there. After I reviewed these applications, I agree that you're learning more as you go along. I'm doing the same thing. So it's kind of a learning curve.

Bernstein: If they ever find a zoom description that adequately makes...especially in the claims...I mean, if you're reading the claims...

Boehm: But Eliot, he's going to say that the claims are of no import right now. All you have to do...

Bernstein: In the filings?

Boehm: In the filings. I can go amend those right now. We can sit down today and re-write them.

Simon: If it can be amended amend it. There's no problems.

Boehm: There's no problems.

Simon Bernstein: There's always maybe a little money that's been duplicated and that's it.

Boehm: Here's the problem, and that's what I want to get across about that. If he's trying to claim zoom and pan and I rewrite the claims to claim zoom and pan, and the examiner says, that's great, but it's new matter

Bernstein: But it's in the provisional that you can zoom up to 1700 times.

Boehm: If my claim is supported by the spec on that date, then you're fine.

Bernstein: Isn't it?

Boehm: I can't answer that without going into the...

Bernstein: But when we read the provisional and we see that, it says...

Simon Bernstein: Before this meeting took place, before we called this meeting, aren't you privy to everything that's been done?

Boehm: Oh, sure. I have everything.

Simon Bernstein: So when Eliot asked you that question, why can't you answer it?

Boehm: Because there's no...in my opinion, there's no clear-cut answer, yes or no, on the quality of the work product. It's a judgment call.

Bernstein: So that's an exposure, and what if the judgment is against us?

Wheeler: It's [an examiner] judgment call is what we're saying.

Boehm: The damage?

Wheeler: No, the examiner. <Everyone talking at once.>

Wheeler: Whether the subject matter is new or not.

Boehm: The examiner would...hold on...it's...

Wheeler: whose judgment call is it?

Boehm: It could be the examiner's, if he catches it. If it's not caught, and you get it to patent and you litigate the patent, ... at court. Or if the examiner catches it and I want to appeal it to the board of appeals in the patent office, it's their judgment call

Wheeler: Okay, so we go to court and we're fighting over the patent, we would argue that it's supported by the zoom 1700 in our language, and the other side would, say that's baloney that's too broad you didn't describe it enough

Boehm: You didn't have your invention...

Bernstein: Then you lose.

Boehm: We would lose only if you had a bar date come in there if somebody else invented before you, or if you put something on sale...or if we offered something up for sale.

Bernstein: Which we did.

Boehm: But the offer-for-sale date from our first meeting is not until September.

Bernstein: Right.

Boehm: So the offers for sale won't normally kick off a foreign...

Simon Bernstein: Could you explain to me what offer for sale means?

Boehm: Sure. As soon as you...you can't get a patent on a product after you've been using it for more than a year. As soon as you publicly disclose your invention, you've got one year in the United States to get a patent on file, okay? Even if you don't publicly disclose it...let's say I've got a method of making [] in my factory, but it never gets outside. I'm starting to commercialize it, I'm making money off my invention...the commercialization date a year later is you can't patent it in the U.S. So that's that one-year grace period.

Simon Bernstein: Aren't we within that period?

Boehm: Yes. As far as we know, yeah. As far as we know.

Utley: Yes-yes we are within that grace period

Simon: Okay, somebody explain to me, what am I doing here? Why am I sitting here? Are we saying that Ray Joao, other than being sloppy, but there's not much damage that could have been done or can be done because we can fix it, which really would make me the happiest to hear that.

[not in transcript: PSL look at change above although minor it indicates perhaps the change in text to match new text]

Utley: Can I jump in? Let's just say there are two steps. We're going to make a filing this week; and to the best of our knowledge, we have swept up all this in this filing, and that will be within the commercialization period. The second thing that we're going to do is we're going to look at filing an addendum to the original formal filing to strengthen the claims - broaden the claims ... to the maximum extent that we can.

Boehm: if we need it...if we need it.

Boehm: It'll be a lot of this was swept up into the application.

Utley: What we're trying to do is protect the date day of March 24

Boehm: The original...

Utley: The original date as March the 24th, but filing should remain an objective.

Simon Bernstein: Brian, if you broadened the language now, would that be a red flag to the commissioner that you should have done it earlier? Or should we just say that this has always been there?

Buchsbaum: You mean the examiner of the commission

Bernstein: We're not going to be able to say it was in the claim.

Simon Bernstein: What happens when you start those amendments or broaden them is you start to admit that you didn't do it.

Boehm: Um, yes and no. We...I do that all the time.

Simon Bernstein: It's common then?

Bernstein: If they do it all the time, then we have to do it.

Simon Bernstein: But not until I feel more comfortable with it.

Boehm: We normally have a search done. The patent examiner will do a patentability search, and he will come back and reject it. The problem is if the claims are too narrow to begin with, he will not come back and reject it, he'll allow it, and boom! Now I can't amend it he's in. [], we're done. But I can file an continuation on it. I can keep dragging this out and get broader claims as long as the subject matter is...

Wheeler: So that's why he stated it broadly versus narrowly?

Boehm: No.

<Somebody comes into the room to take food/and or drink orders.>

Boehm: No, but as far as, doing it broadly, if you're saying to claim it broadly it's our job to claim... as prior art which I doubt the claim is as broad as the [] allows...

Wheeler: Right. That's what I'm saying.

Boehm: And this is claimed broadly.

Wheeler: Right.

Boehm: And that's the normal tactic, to claim things broadly, and then wait for the examiner to come back and say, "Oh, you can't get it that broad," and then narrow down your claim.

Wheeler: Okay, so isn't that what he was in part trying to do? That's what he's been saying, yeah.

Boehm: Yeah.

Wheeler: Well, would that not be consistent with how patent attorneys try to do things?

Bernstein: Well, claim one, if you look at their claim one, Chris, that they've written, it identifies...

Wheeler: Who's they?

Bernstein: Foley & Lardner. It identifies what you're trying to do.
[not in transcript: Stephen note how Dicks name is deleted and Foley's name is screwed up, may indicate who was changing this transcript]

Wheeler: Okay, so maybe it should have been written differently.

Boehm: You won't get two patent attorneys to write the same claims.

Bernstein: Well, no, but you try to write the claim, and that's the teaching you and Steve both represented us here, to describe in its broadest term...

Boehm: Right.

Bernstein: ...the invention.

Boehm: Well, I can't say that this isn't broad. This is very broad. This might be rejected for indefiniteness...I don't know what it is...but now he's got the opportunity to go back and...

Bernstein: And Brian, you know, there's print film image in here, it's all supposed to be out of here.

Wheeler: What you're telling me is that in your forum of law there's always going back and refining and refining and refining that was wrong.
<Everyone talking at once; two different conversations going on at once.>

Bernstein: This is like he just completely ignored what we said over a year. He didn't do a thing. Nothing. No comments, nothing.

Utley: Almost nothing between the provisional and the formal process.

Boehm: And some people intentionally file narrow just to get something on file. Then they can come back and repair it without damage to it.

Bernstein: But you don't know that because an examiner...

Simon Bernstein: You'll never know that until you have a litigation.

Bernstein: And then the question is what potential damage does that...

Simon: That damage potential and that remedy will be then taking place at that time, not now.

Boehm: That I agree with. Even if we decide something now, you won't know what the outcome is for five and a half months.

Simon Bernstein: ...wouldn't happen anyway. You wouldn't even know that.

Utley: Let me come back where I was. We are going to file on the 7th, Wednesday. As far as we know, that will cover every element of this invention that we have our arms around at this point in time.

Boehm: I believe so, yes.

Utley: And we should go back and address what amendments we can make to the claims in the filing of March this year and determine within the spec of the filing how broad those claims can be. I mean, that's going to be the test. Within the spec of that filing, how much leverage have we got to broaden those claims so that we do have a priority date which is back about a year ago last March.

Bernstein: So we want to insert everything going into this one into that one?

Utley: No, it'll be...

Utley: It'll be based upon the preamble, if you will, of what's in here.

Boehm: We do reference it. As a matter of fact, this is the cover page, Brian, of the application we're going to file.

Utley: Yeah, you reference it right there.

Bernstein: But you can add claims to that one that you're referencing that would encompass what we have in today's filing, which is really...we do want it in there.

Boehm: Yes, I can claims to the zoom and pan to get you back to the original date in this one since I claim to this onto his.

Bernstein: Well, we should do both.

Boehm: Well, you can't get two patents on the same invention, so it depends on where we want to go.

Bernstein: Well, we want to definitely get it in on his because it gets us an earlier date. Correct?

Boehm: No. It's a mess with these dates. What will happen is...nobody will worry about the date unless there's an occurrence, and that occurrence might... it's a major problem. You won't find out about that occurrence until you sue somebody, and then they go search in Australia, and they find a reference that somebody's done this before in the library, and then you worry about the date. Were you before him?

Bernstein: Well, that's what I'm worried about. I'd like to go back to our earliest date.

Wheeler: Can I point out one other thing? I know we look for the word...Eliot looks for the word...I know we look for the word "zoom," but there's also other language in here too. Sometimes we get caught up in a word "zoom," when what is zooming other than enlarging or reducing? And he does have language in here, "when enlarged or reduced, these pixels of the digital image becoming distorted a feature which

typically results in the digital image being fixed to an original size or being available at low magnification, such as, for example, magnification from 200 to 300 times. These digital images are also difficult to enlarge to a full screen without a tremendous amount of distortion present in the end product."

Wheeler: I mean, he's describing I mean that's zooming. Reducing and enlarging is zooming.

Bernstein: But he's not putting it in your claims, that's what he's saying. You see, this is different.

Boehm: But it doesn't matter right now

Wheeler: But it doesn't have to be if you've made mention. The opinion is that it doesn't have to be as long as he's ...if you made mention...if you've gone on record of having described this

Boehm: This is the background that's...problem. He's got...

Boehm: That kind of invention, right, it's got to state...

Wheeler: Well, I didn't get to that either.

Bernstein: Right. And that's where it's not.

Boehm: I pointed out a couple of things. It's not as...

Bernstein: Within the claims, the claims I'm reading, you could not...

Boehm: The claims really don't matter.

Bernstein: In the patent?

Boehm: The patent claims on a pending application basically don't matter.

Bernstein: No, the ones he filed.

Boehm: Yeah, they basically don't matter. I can go back and change them.

Bernstein: Okay. Why? So we want to change back to the original one he's filed, put as much language as we can that we have today...oh, it's all supported. Everything you wrote in that new one is supported in this one because it's the same process.

Boehm: That's the ultimate problem that Steve and I—Steve is Becker, the other patent attorney that actually wrote these patents <in audible>—but that's the ultimate problem that we're worried about, and that's the problem that you always worry about unless you first of all have a handle on the invention, inside and outside, and second of all, unless you really have a handle on Prior Art so you know where you

want to go with this. Then you spend the time and the money to do a good original provisional filing. You've got a pretty good shot that it's supported then. But when you file as, oh, I've got to try and cover this base, and when you do this kind of stuff, there's always going to be a question of what was supported when.

Bernstein: But that's fine. It is supported.

Simon Bernstein: We're off the subject matter.

Bernstein: So we should definitely claim back to the earlier date?

Boehm: We may get a rejection, or you may find out in litigation five years from now, that none of this was supported. Some court may say that you never talked how to do this because your software wasn't in the patent application.

Bernstein: It is, though.

Boehm: Well, the code isn't. They might say that these broad diagrams and these flowcharts aren't good enough. There's always that risk.

Bernstein: But we're trying to say that if they accept it, we want it to be to the furthest filing date that we can, which is March 3, 2000, and that's where it should lie; and if it's going to get argued let it live or die at that date.

Boehm: That's what we're trying to do right now.

Bernstein: Okay, good. So I'm under the impression from this point that we're going to encompass what we've learned what we're filing even in this other one even into the original one so we can claim back to a March 3 filing date that claims back to our original March patent...

Boehm: March 24th, yeah, all of that will go back toward what is supported in here, in the original. Not supported in ours.

Bernstein: Okay. And it's all going to be supportable because you're going to be able to pull up an image of the nature that we are discussing, and anybody with an eye can see that you've now done this.

Boehm: <Inaudible comment.>

Bernstein: Well, you're going to be able to show your invention, aren't you?

Boehm: No, no.

Bernstein: You can't?

Boehm: You live or die on what's in the specs. That's why...

Bernstein: Then get it in there.

Boehm: Yeah.

Bernstein: You can't bring it in as evidence what the invention is?

Boehm: Only outside evidence of what the average level of skill in the art is, okay? If somebody says that the flowchart isn't detailed enough, I'm going to go, "Oh, yes it is. Here's 29 programmers who are going to testify and say yeah, I can do that in my sleep with this document." So, there's always going to be a battle about the level of support.

Simon: Maurice and I—that's why I asked him to come in—Maurice and I were talking because neither one of us understands patents or how you file them or invention actually. What we do understand a little bit about is the theory in business; and now that we know that Ray Joao was somewhat sloppy—I'm not suggesting that he's not a fine attorney or anything else—you have been...you have reviewed all these patents that we have, whether there are eight or ten of them...

Boehm: There were eight original filings, and then...eight original filings.

Utley: Okay. And then how many do we have now?

Boehm: Let's look at the chart right now, but it's basically. We've got 17 applications that have been filed. These old ones are dead now because they were provisionals, and we've basically covered all...we pointed out basically covering two, maybe three inventions, so there's not...I mean, if we were to start over, maybe you'd do this with two patents, maybe one patent. So.

Simon Bernstein: Who owns them?

Boehm: Who owns it? iviewit Holdings, Inc.

Utley: Owns all of them?

Boehm: Except for...<Pause, and then text comes in that doesn't seem to be answering this open question.>

? Video playback over a network

Wheeler: How did he get in? [not in transcript but this refers to Jeff Friedstein on an invention]

Bernstein: He's part of the invention.

Boehm: An inventor - inventorship.

Boehm: So I've so I've got a document right here for him to sign. If he signs, then I do a couple of things.

Bernstein: He signed that when you faxed it to him originally.

Wheeler: I have copies of each one of these. Can I get a copy of your []?

Boehm: of this? Sure.

Wheeler: I have a copy of each one of these, I believe, or most of them...

Buchsbaum: Can I ask you a question? Your saying everybody that has an obligation to sign is on the list of names in these patents?

Boehm: You preferably don't...well, unless you have the new ones...

Wheeler: I don't have the new ones, but...

Bernstein: That's an old one. That's old.

Buchsbaum: You're saying everybody that has an obligation to sign is on the list of names in these patents right, because the company was part because the Company was doing, is that what you're saying? Because I don't even know if everybody has signed because you may due corporate due diligence for financial reasons or if...and they will say has everybody signed off on these patents, and if three people don't...if one person hasn't, he has an obligation to sign?

Boehm: Brian, have you signed?

Buchsbaum: Has everybody signed off on these? Brian?

Boehm: See these tabs [refers to tabs for inventors Bernstein, Shirajee, Friedstein and Rosario to sign] right here? That's what I'm trying to do today. As soon as...I'm going to have people sign, me sign...all the inventors sign. I've got to get a hold of Jeff

Bernstein: I thought we did that when we filed.

Boehm: You only signed one real document, didn't you? Did you actually a declaration? I know you didn't sign an assignment over but you're real clean on it because these are all based on the original filing , which is assigned to iviewit holding already

Bernstein: What's that mean?

Boehm: So all of the other inventors would have a helluva problem trying to say they owned anything.

Simon: Again, this is a little off the subject matter, but I have asked Chris about it before. If something were to happen to iviewit, and it were it went into bankruptcy, what would happen to those patents? How would those patents []?

Wheeler: It depends on which at iviewit you're talking about.

Simon Bernstein: The one that they are held in.

Wheeler: Well, first of all, holdings is held separately versus...we're operating the company out of a separate entity, correct? iviewit.com. So, let me think there...

Buchsbaum: The operating company is iviewit.com.

Simon Bernstein: All I'm concerned about is, for example, that the largest creditor...it wouldn't be a creditor, it would actually be an investor...would then...

Bernstein: They're not a creditor.

Buchsbaum: Okay, then the largest creditor could come in and pierce the corporate veil of iviewit.com and say that this is just a way of protecting the only valuable asset of the company away from creditors. Is there a possibility of that?

Boehm: Obviously there is.

Wheeler: There is a possibility, but that's one of the main reasons... But the loan, they made the company who wrote the patent, join in as a guarantor anyway on it.

Bernstein: Well, that would be all of us. All of those would be all of the investors getting a piece back?

Wheeler: No, no, no. On the \$800,000 loan, those people, it's secured by the patent.

Simon Bernstein: What about the \$600,000...or the other \$800,000 loan?

Wheeler: The others weren't loans. The others were equity, as I recall.

Simon Bernstein: No, no, they have claims.

Bernstein: Well, they're supposed to be converted to equity, which is another issue.

Utley: But there where note holders

Wheeler: No, because there was no quid pro quo at that time. The note holders I mean you can't go back and do it, we had that talk Si

Wheeler: I mean, you can't go back...

Bernstein: The note? I believe they're not final, even though we told people they would be by this time.

Wheeler: The note holders took their money in without taking security. Now you...<Indecipherable. Everyone talking at once.> ...new considerations...I said now you can't ... back to a failure to the corporation

Simon Bernstein: ...Board if everybody that was a creditor found, everybody that was a note holder at that point there was no what would you call it - problem

Buchsbaum: and that would be protected by the courts anyway usually. The court would see this probably as a you know a fraud

Wheeler: You could have two frauds: fraud of creditors and fraud of shareholders.

Simon: No, Chris I'm not worried about fraud. I'm really concerned with the fact that what we did here, the last loan that we took in, from...

Bernstein: Crossbow.

Simon: No, not from Crossbar...

Bernstein: Crossbow.

Wheeler: Crossbow

Simon: ...is secured by the...

Wheeler: ...the term of the deal, right.

Simon: And that's perfectly acceptable to me except that everybody else that had loans prior to that at that time should have been considered with the same equity because ...posses able and Chris told me that that was the perfect time to get it done

Bernstein: Yeah, but would Huizenga lose his?

Bernstein: Would Huizenga lose his stake in it to Crossbow?

Wheeler: No, no, no, it wasn't...I said that if there was going to be new considerations from those people, we all could of...??

Simon: We all could have put in another \$10. I mean, at the time we did it with Crossbow, we should have made sure that our other people...

Bernstein: Are protected.

Utley: No, no, no. We would have had to issue new contracts out for everyone.

Wheeler: There would have had to have been some material consideration, not just \$10. It would have been...

Simon: So it would have been \$10,000...

Wheeler: Well, then, you could have...Crossbow, we didn't even talk about Crossbow at that moment, and I said you couldn't go back and just collateralize. You couldn't go back for money that you already put in. But if you put in new

considerations that you could demand as a condition to be collateral.

Simon: What we should have done, or what we maybe we still should do to protect our original group of investors, is to have them pony up a few more thousand or whatever you think is legitimate, and amend the contracts to protect them as well.

Utley: That's new subject matter.

Simon: Well, I only brought it up because it had to do with the patents.

Utley: I know but can we finish the patent discussions before we bring up new subject matter.

Simon: You can, but I want to make sure that we do finish.

Utley: No, I agree with you Si.

Si: The problem is that I made claims to certain people like Don Kane, who put up \$100,000, who thinks...

Bernstein: Let's get back to that. No, let's get back to it. It's a definite point. There are people.

Buchsbaum: This is a business issue for later.

Bernstein: No, we're asked by these very people these questions.

Boehm: Did you get your question answered on the...

Buchsbaum: Yeah, I just wanted to understand...you know, I got an answer. It had to do with the obligations Si I was trying to understand if somebody does due diligence now with regards to understanding what is there and what has to be done, like those yellow tabs. [Yellow tabs indicate signatures of missing inventors]

Boehm: Yeah, but after...I find everybody, we can get guys to sign.

Buchsbaum: We aren't that many. I don't know on that sheet what you have, but I don't think there are that many names. There's what about five names?

Buchsbaum: There aren't that many...you don't have that many. I don't know on that sheet you have, I don't think there's that many names.

Boehm: No, there's not.

Boehm: So we have everybody but Jeff, if we can get Jude and Zak.

Buchsbaum: You just have to get people around and sign.

Boehm: No, that should not be an issue.

Buchsbaum: That might be questions brought up when people do do due diligence. Is everybody else on these?

Bernstein: That's why we're closing it. Right?

Boehm: We'll record what was in the patent office(...???) can do.

Utley: The other piece that's not in any part of the original filings, which is the reduction of the technology to a disciplined process—the mathematical representations of what's in and how it works and stuff like that.

Wheeler: (...???)

Buchsbaum: That will also be included in there, right?

Utley: We'll put it in the new filing...one of the new filings.

Wheeler: I form my opinion of everything, and we can talk about post solutions but I think Brian wants to get this back on track, but to me there's bad news and there's good news in this. The bad news is, just like anything in life, perhaps we would have liked to have tidied up some things better, like to have had Mr. Joao tidy them up. The good news is considering the state that the corporation was in in the early stages and the variable limited resources that it had, I'm glad that we have an awful lot on record that we do have on record, to be honest with you.

Simon: As long as it's not to the detriment of what we thought we were filing, I have no...I couldn't agree with you more.

Wheeler: But I think I like your approach, and I assume it's your approach, too, in that I assume that you're doing a fairly comprehensive new one, but then you're going to probably...

Utley: Claim priority back to the old one.

Wheeler: Right, but you're also going to do your amendment because now we're finding out that it's not an uncommon procedure and it's not a red flag.

Utley: Two things: the new filing on Wednesday will claim priority all the way back for as much as possible back to March 24th last year. Second, we will look at the March 24th year 2000 filing and determine how we should amend that to include additional claims and broaden that filing so that it more fully represents the knowledge of the invention as of that time.

Bernstein: Does it claim all the way back?

Wheeler: It'll go all the way back...

Boehm: as long as you don't go outside what was described.

Bernstein: No, the math is just describing the original invention.

Boehm: We'll, I'll never know the answer to that until it's litigated.

Utley: Due diligence.

Bernstein: Right, but from your perspective here, that's what we're setting up. Correct?

Boehm: We're going to try.

Bernstein: Okay.

Boehm: The question never even gets answered half the time in the real world. I will claim priority back on the document, and then if the examiner doesn't care, nobody cares

Bernstein: It gets through.

Boehm: It gets through.

Wheeler: Would it be a fair assessment—I'm posing this more as a novice, not as an attorney here—since we're not at IBM and we don't sit down at the very beginning and work out all these equations and all that, that in an invention such as this by a Ma-and-Pa type of inventor, and now since we're getting into the nuts and bolts and really uncovering, in essence, what's behind it, as Brian dissected it as we moved along, but that's all we're doing? I mean, that Ma-and-Pa inventors do that as they go along? They add the flesh to the bones as they go along?

Boehm: Boy, that happens, and we try not...we try to minimize the amount because if the flesh that you have to add is new subject matter and you've already sold your invention a year ago, you're dead.

Wheeler: Well no, Let me at it a different way. It does this, but I can't describe how it does this. But now we find out...we tell you what it does, now we're telling you in detail how it does it.

Boehm: Yeah, in terms of we claimed it properly.

Wheeler: So I'm not adding flesh in defense...

Simon: New flesh.

Wheeler: ...new flesh. I've got the box, now I'm disclosing what's in the box including the gears and how it works.

Bernstein: No.

Utley: No. Here's what the big difference is. The original filing claims a process for print film imaging.

Bernstein: Well, that was all stricken, by the way. That's why I'm having a big problem. I was going to get to that next, Brian.

Utley: Okay, good.

Bernstein: But we have discussed with Ray Joao numerous times to take out the references to print images out of this right here. Over the course of the year in the 59,000 modifications back and forth, we continuously pushed him away from the words that I see in this filing, and that's what's so disturbing to me because we sat here when...

<End Side 1; begin Side 2>

Buchsbaum: That would be conditional, probably.

Simon: Right, they probably will.

Wheeler: Their not going to want in fact their going to say take it off aren't they

Utley: No Crossbow notes would be converted to equity when someone else comes in.

Si? Of course, and that's gone. And those issues are gone.

Wheeler: Well, Yeah, so that it was the ...it was intelligent way to do it...and I'm not...

Buchsbaum: Crossbow would probably manage the million dollars anyway

Wheeler: By the way, if we did do a deal by which we tried to collateralize it even further, then we'd have to have some sort of provisions as well to get rid of your collateral.

Simon: Yes, of course. As soon as it converts to equity, it's gone.

Wheeler: But I mean, what if you didn't convert yours to equity[]?

Simon: Then you'd have to lose it anyway.

Wheeler: But at a point.

Utley: It just becomes a normal stockholder...

Simon: Right.

Wheeler: It would have to drop away or something. For instance, it would drop away when theirs drops away.

Utley: The stockholders, in the event of a default, the stockholders, the distribution that takes place, includes all the stockholders according to the rank of the preference. So the preferred get first cut, and the common stockholders get the second cut, whatever is left for

distribution. But of that amount[] unless there's nothing to distribute.

Simon: Not if one of the preferred stockholders has a collateralized position and the others don't. If one of these preferred stockholders...

Utley: There's no stockholders that have a collateralized position.

Simon: That's true.

Buchsbaum: You're talking about the small amount of money, that have any value, it should be reasonable value, and those would be taken out anyway.

Simon: Except that we seem to feel that we have an obligation to those, to protect the other stockholders who...had all good...I think its prudent anybody to ask permission

Buchsbaum: A good way to do it is the way he said to do it, and that's to [?].

Utley: Will you look it up and see what it's going to take to do it?

Wheeler: I'll coordinate that

Utley: I'm not clear. What are we trying to do? Are we trying to provide for collateral for new money coming in, or are we trying to...? We're not trying to collateralize money which has already been...

Simon: I don't know. Can you handle the old money the same way? I don't think so.

Wheeler: We have to see. We might be able to consider it for the full amount in the view of the fact that if you had enough substantial new consideration, ...

Buchsbaum: The problem is that you may have to go back to Crossbow to do that, and you may be better off just to do it on subsequent money.

Simon: Well, but to ask Don Kane to put up \$10,000 when he's got \$160,000 in the...\$135,000 in the company, and then he only gets 10%...\$10,000 worth of consideration...I'd like to protect his whole \$165,000, which is what he has.

Buchsbaum: The answer is you go back and ...

Utley: I don't think you can do that because that's equity. It's in common stock.

Bernstein: It's not equity. It's a loan.

Bernstein: Don had the stock prior to his putting up the money. These are loans. There's \$400,000 that's on the books. Then there's another \$100,000 besides what he put in originally. Sal has a loan on the books of \$25,000. Your guy should have had a loan on the books for \$250,000.

Utley: No, that's equity. Okay.

Simon: At any rate, <tape cuts out[tape does not cut out on my tape]>...While I got Chris here I'm going to take advantage of his being here.

Simon: One of the issues we tried to do when we raised the last \$80,000 that came from Eliot's two friends Anderson and Mitch Welsch. []

Bernstein: Ken Anderson.

Simon: It was my knowledge, according to Jerry, that those monies were to go to Eliot, and then Eliot was theoretically to loan the money to the company so that Eliot would have a loan on the books and he would have sold his stock because Eliot has some personal needs that he needs to accomplish as soon as we get funded or we get some money in here. I'm under the understanding again. It could be way off.

Bernstein: How do we work that out, Brian? The 10? A loan?

Utley: Yeah, that's better because otherwise you will get taxed.

Bernstein: Will they loan me \$10,000 to pay the taxes?

Simon: Who loaned you?

Bernstein: The company just today?

Utley: So I took that as a loan?

Utley: Yes.

Bernstein: The money went to the company, which spent the money already—the stock money—from Ken and Mitch.

Simon: You haven't sold any of your stock?

Bernstein: No.

Simon: You just made an officer's loan.

Wheeler: Right.

Simon: Is that how you handle it?

Simon: You loan the loan back by some method at some point.

Bernstein: Right. Correct.

Buchsbaum: That's the way to do that?

Utley: Well, there's no tax impact...

Simon: but he would have had a [] gain.

Bernstein: Right. And there were other things at the time...right, things. At the time, the company needed the money and I didn't...not that I didn't

Simon: Sure, I just wanted to make sure that it was done. I didn't even know ...???that bank account

Bernstein: Not that I didn't.

Simon: Let's finish up.

Utley: Eliot, let me summarize. I want to make sure we have an agreement of this meeting. Let me interject two final two points that we kind of skimmed over. One is you said that we want to go ahead and change the claims to go all the way back on this US, but we have sort of got covered on the one we're filing? The one we're filing is a PCT. It won't pop to the US for 18 or 30 months. Or we could file another PCT and a US, then the claims would hit the US. In other words what I'm saying is it would matter if we do the claims here. We could either fix up the claims here or file a PCT and a parallel US if you want US patent protection sooner. The PCT will split out to US, but not until later. You can file a US anytime...

Simon: Let me ask you. You're not a lawyer, what do you recommend?

Boehm: Well, it's more money up front.

Simon: How much money? A great sum of money?

Boehm: No, it's another grand to file.

Simon: For what we've spent already, let's do it.

Bernstein: And that protects us better?

Boehm: Quicker. You'll get a quicker US patent. It'll get you in line quicker.

Utley: The other point that you're making because in this week's filing we are going to claim all the way back...

Boehm: We're going to claim all the way back but this is what is supported

Utley: Right. So if we claim all the way back to March of last year, do we need to touch the filing that's already in motion?

Boehm: The one that's out there?

Utley: Yes the PCT. Do we need to touch that?

Boehm: No, no. There's a PCT and a US.

Utley: Right.

Boehm: The PCT, we will get a search back. In fact, we should get it in a month or so, and then you'll decide what you want to do with that, what foreign country and possibly the US, but he files the same thing basically in the US, and now it's in line in the US.

Utley: Right, right. But what I'm saying is if the new filing that we make this week creates priority all the way back and embraces all of the teachings of the prior...

Boehm: Zoom and pan stuff.

Utley: Zoom and pan stuff, filings, do we need to go and modify and update and amend those earlier filings?

Boehm: Those other two.

Buchsbaum: That's a good question would there be new recommendation?

Boehm: It depends on two things. One is how quickly do you want to get the US for the new filing? This is a PCT that we're preparing right now. If we file the US right away with it, then it makes less difference.

Bernstein: Less?

Boehm: Less difference because he's in line sooner. That's all. It just depends on how soon you want to get your patent.

Bernstein: Well, we want to go for the sooner.

Utley: The sooner the better.

Boehm: The sooner the better then let me play with this

Bernstein: Right.

Boehm: Plus you're gonna get an office action back from the patent office on him...

Bernstein: On that.

Boehm: For free. There's nothing involved.

Bernstein: Right, but it doesn't claim anything.

Boehm: I don't know yet. It claims...he'll get this blasted. It will will be rejected.

Bernstein: Yeah.

Boehm: It will be rejected. The question is do we want to fix this, or where are we with the other things? So there's no decisions to be made now on this, it's just that do you want to file a US and a PCT?

Utley: The answers yes

Boehm Yes

Bernstein: And we do want to fix the original work?

Boehm: We can decide that later.

Bernstein: Well, why would we leave it unfixed?

Boehm: Because you can't get two patents on the same thing. So if we fix this, you're not going to get it over here.

Bernstein: But then we lose the date.

Buchsbaum: No we don't.

Simon: That's what he's saying.

Buchsbaum: You really don't lose the date.

Wheeler: So were not going to...???

Utley: Because he's claiming all the way back.

Boehm: We may not. It depends on...

Bernstein: May and less, these are words that scare me.

Boehm: You don't like that, do you?

Bernstein: No, I do not.

Boehm: But I don't think this is the right time to make that decision now.

Utley: What is the right time?

Boehm: When we get some office action back on this patent. And when we hear from the patent office, we'll sit down say do we want to fix this, or do we want to fix this, or have we uncovered some killer Prior Art that blows this whole thing out of the water? You don't want to spend money right now if you can avoid it.

Wheeler: We've never done a search, have we?

Boehm: We did a search...I've done a search on...<Everyone talking at once.> on a dozen patents that really weren't on point. We didn't find any close Prior Art; and all I can tell these...

Wheeler: This was on imaging and video?

Boehm: Yeah.

Wheeler: That's incredible.

Buchsbaum: Yeah, it was huge.

Bernstein: If it is found impossible to do these things, why would people be doing them?

Boehm: I want to make...the tape recorders off, right? <Recorder turned off>

Buchsbaum: What does PCT mean?

Boehm: Patent Cooperation Treaty. It's a formal filing process for filing foreign patents.

Buchsbaum: Oh, that's the thing with the different countries?

Boehm: Yeah. So we file one application that splits out later to different countries.

Buchsbaum: Two years?

Boehm: Yes, but we'll get indicators before that. Our search comes in nine months, which is three months from now for the first one. But, Brian, they're searching this claim; this claim is crap. You're not going to get a good search on it.

Buchsbaum: So what? In six months or nine months, we'll start hearing from them?

Boehm: Yeah.

Bernstein: Well then we should do an alternate search on what you have.

Boehm: It's a judgment call. I mean, you asked me this question a while ago, and you said what would it take to get me comfortable because I'm kind of a pessimist and I'm an engineer, so I have that background where I look at it that it's half empty. It would take more searching, and it would take more searching inside the technical articles. And it would take quite a bit of work. I mean, I guess \$5,000, I don't know. It depends on what happens. Then, again, that will only raise you to a different level of comfort, that's all.

Bernstein: And then they'll say the same thing, and for another five grand, well get Rays to another indiscriminate level of comfort.

Boehm: Exactly. But we don't have to do that because we will be getting an article...

Bernstein: Right, from the searches.

Boehm: And from your investors because if I was working for them...

Buchsbaum: Let me put it another way. If you have somebody that will take this company and auction off the technology, okay? As it is existing...as it is unfolding, okay? And as the licenses come along. It's strategy. Some of these people bid on that. What are they really bidding on? It's potentials, right? Basically?

Boehm: Well, no, there's a present value of the technology. If you...

Buchsbaum: Well, not if you don't have patents issued on it.

Boehm: Well, sure there is. Sure there is. If he can get a royalty based on 2% of their products—or whatever it is—per minute, whether or not it is patented, absolutely.

Buchsbaum: My question is at what point does it become...is the efficacy there significantly enough from the standpoint of others now that would be doing their own review. You know, like, say a firm that would do the option. They'd have their patent lawyers take a look at what you're doing to see if they think it has a real good value. At what point does that come along? Is it six or nine months from now, basically? Is that when that probably would start to unfold as far as having a real relevant potential value? I've been trying to get a general..

Boehm: I understand your question. I guess I would answer...

Buchsbaum: General idea.

Boehm: If your licensees are spending a lot of money...

Buchsbaum: On your technology.

Boehm: On your technology, they're going to have their patent attorneys right now, today, go do a search, and they will have a good indication. They may come up with Prior Art that blows you out of the water. They may find nothing. They may not search it. They may say, we don't care about patents; it's the technology.

Buchsbaum: Reality, though, this is not the...more likely six to nine months as some licenses start to unfold here and as things start to come back, and that's when this thing will start to have some relevance more than it does right now? From the standpoint of the...

Boehm: That the patent will have relevance?

Buchsbaum: No, no. The technology has a value that can be created in the marketplace and turned to bidding.

Wheeler: Well, you can look at the technology as almost value added to the company. I mean, the company has worth because of the process and what we can provide and we can build it up. But it'll even astronomical more worth assuming that we have...that it's totally proprietary to ourselves. Now some companies have great technology that's proprietary to themselves, and it doesn't earn them money. For instance, Wang Laboratories went down the tubes. They had the best word processing, and they had the best of everything else. And, of course, a lot of their technology is licensed out there, as I understand it, to VisionAire and to...they did the true ones, and...

Buchsbaum: It's was also to get to the possible strategy for the company's investors, okay?

Utley: Right.

Buchsbaum: Or it may be at some point a window of huge value placed on this technology where you may take advantage of it.

Wheeler: Well, and to our investors, we have said, and we can continue to say, we are attempting to create a pool of intellectual property and protect it.

Buchsbaum: Okay.

Wheeler: But there can be no assurances that this will withstand the test of time.

Boehm: That is exactly it. And you never want even when it issues. You will get a good comfort level when you have a US patent issued in your hands.

Bernstein: Why?

Boehm: Because you've had an examination.

Buchsbaum: Because you've got some review.

Boehm: Because you have a presumption of validity.

Bernstein: That's why I'd like to get that first one corrected because that's the first one that's going to be examined.

Boehm: No, we've got one...oh, yeah, it is. It's the US.

Bernstein: And therefore I want that to be approved. The investors are going to say...

Buchsbaum: The first one that we're going to be issued will be issued in May.

Bernstein: And the investors are going to say what happened to patent one.

Boehm: 3/10 of 2000 was when it was filed. Typically a year...they'll get around to it within a year. Maybe it'll issue in. 18 months to two years

Buchsbaum: From right now or from then?

Boehm: From 3/10.

Bernstein: What is the process speed up? If you can show...

Boehm: If you can show somebody's infringing, you can have an expedited examination; but that doesn't always buy you much time, and you really have to get into the patent office the first time, and I'm not sure we can do that.

Wheeler: Wouldn't a good example of one way be that Apple had really great patents, and Microsoft was still able to come in and duplicate it, even though everyone knows they violated the hell out of the patent of Apple.

Boehm: Um, hum.

Wheeler: So I mean you could have a good patent and it could still go down the tubes. But another one I'm thinking of that did stand up was Polaroid had patents and Kodak tried to come in and do everything to distinguish, and wasn't able to and got clobbered, right? And there's probably a lot of every variation in between.

Boehm: Yeah. Wheeler: [Not in transcript this is strange here]

Wheeler: Are those the two extremes?

Boehm: Yeah,

Wheeler: those would be the two extremes.

Utley: Especially when it comes to method patents and software patents.

Wheeler: Yeah, what was the first thing that Brian

Boehm: ...and the more patents you have, the less chances. It's like putting out mine fields...less chances people to get around you. But if the original concept is broad enough and claimed right, Yeah, we can be okay.

Boehm: But what, the test - I guess what you're asking for is when we have that first claim promised, probably within two years of when you filed, which is March 10, 2000, I would probably say

Utley Doug come back, close it out again.
<Inaudible comment.>

Boehm: There were two points. One was the PCT and I got that in correct.

Buchsbaum: Right.

Boehm: The second point was everybody was saying you don't destroy documents. Lawyers do destroy documents; and in the patent realm, it is common practice to get rid of all of our attorney notes, but it depends on what the practice is in your law firm and your corporation. Most patent attorneys who use this practice that I've seen, it happens after it issues. You never do it before. I don't even like to do it then. I like to do it after all the...

Bernstein: I don't even understand why you're destroying it. If you've got nothing to hide and everything's on the up-and-up.

Boehm: But throw in the concept that I'm leaving the law firm. Let's say I'm leaving the law firm, my notes, who's going to follow up and destroy my notes to benefit you, because I do want them six months from now. Maybe that's what he's doing.

Wheeler: Yeah, he could have done it to protect you. He didn't want them around in the other office.

Bernstein: I don't know. I don't know. I don't even know if he knew he was leaving then.

Boehm: Now it's intentional!

Utley: But I want to comeback were going to file PCT and US on the new one. We're going to wait for the old one to get kicked back; and when it gets kicked back by the examiners, we'll then determine how we want to amend it. Is that what you said?

Boehm: No, I want to say something on that again. I think if you want a patent to pop quickly—if that's the goal, which sounds like it's a good goal—then, no, I think we should amend the claims with a preliminary amendment before the examination.

Utley: A preliminary amendment?

Boehm: A preliminary amendment.

Bernstein: Encompassing everything we can throw in there?

Boehm: Yeah, whatever support there is. But a preliminary amendment on whatever it is on the...

Bernstein: So we're going back to the original

Boehm: So I'll fix the 119 case yeah

Bernstein: March 3, 2000, to encompass what we've embraced.

Utley: When will you be in a position to recommend what that amendment will look like?

Bernstein: It should look a lot like the one we just did.

Boehm: Yeah, that's...

Bernstein: That's my guess.

Utley: When will you be in a position to...

Boehm: I'd have to...a few days...

Utley: About a week or so?

Boehm: Oh, Yeah, within a week, sure.

Bernstein: Okay. That's good.

<End of meeting.>

Transcription of Patent Meeting
Conducted August 4, 2000
Participants:
Eliot Bernstein, Jim Armstrong,
Brian Utley, Steven Becker, Simon Bernstein
Docket 57103-120

Note: Square brackets [] are used to indicate inaudible or indecipherable text. Text found inside brackets indicates transcriptionist's best guess. Since speaker names are not specifically identified, transcriptionist has made an attempt to identify based upon comments made in conversation but cannot guarantee that each speaker has been accurately identified.

Armstrong: Are we aware of all the important dates I know you probably are, but are we ~~+~~ Brian made aware of all of our deadlines and contingencies relative to those deadlines ~~+~~ that we that we're not left with...I was a little surprised that a final pack that's been in the works for a year, and I know you weren't involved for a year, but in the works for a year required that Eliot and I spent the entire night and morning reviewing it in order to get it done.

Bernstein: What bothered me about that as well is that we'd go through the math, and then suddenly you have a document Brian sent you several days earlier regarding the math that has a bunch of changes in it, and none of that's in there. I mean, I don't understand that.

~~Becker~~Armstrong: ...was changed from that document anyway.

Boehm: Yeah, it was changed from that document anyway. I was working with Brian, who I thought was the master of that math, but...

Bernstein: But he had sent you an updated ~~map~~ math three days earlier that didn't appear in the final document that we were trying to...

Boehm: Okay, I don't know. Steve was handling that. I don't know whether...you know, Steve says he did put it in there, but then I don't...

Bernstein: But then we go through the document that we're filing, and it's not there.

Boehm: Okay, but we were on the third draft when I took it over. You guys had opportunities like crazy to...

Bernstein: But that's the thing. Brian had sent it to you earlier, and it still wasn't appearing in final drafts.

Boehm: If that's true, then something crossed in the email because Steve said he put it in there, and maybe there's a piece of the math missing between the crossing the emails. You're right in terms of...

Bernstein: Is Steve there?

Boehm: I don't know. He probably is.

Bernstein: And then my other question is quite a simple question my dad asked about electrical engineers being mathematicians and said, "Didn't they sit and pencil out the math of all this themselves?"

Boehm: Uh, huh. Here's what happened on that. Steve was filling the application. We worked with Brian and you, Eliot, on the application. In some of the letters and emails he said that he doesn't understand the math.

Bernstein: I'm not getting any of those.

Boehm: Huh?

Bernstein: I'm not getting any of those emails.

Boehm: Well, then, talk to Brian because we were corresponding with Brian on that, and I don't know why you weren't getting it if that was the case, and I don't know which letter went to who, blah, blah, blah, but I do know that we mentioned that we didn't understand the math, and we were up to the third draft, if I recall; and you're right, Jim, that it shouldn't have taken...it shouldn't have been last minute and you should have had time to do it. I totally agree, but I can't take total blame for that...

Bernstein: But wait a minute. Steve has fundamental errors on understanding the math, and yet we're going to file it with him having math problems?

Boehm: It's your duty to either help us to understand...

Bernstein: But then I've got a point. We did help you. We sat on the phone for an entire day, walked through this...

Boehm: The day of the filing you mean?

Bernstein: And if this math is still wrong, I mean, there's something really fundamentally wrong here.


Armstrong: Let me check it again.

Bernstein: Yeah, let us call you back in a while. Is Steve in today, too?

Armstrong: I didn't get involved until Wednesday.

Boehm: Right.

Armstrong: I'll tell you one thing, Doug, that you should do as just a matter of course going forward. Eliot being the owner of the company and the person that Brian reports to is any future email correspondence should always be copied to him. That's kind of just a standard practice we all do in the company.

Boehm: To copy? 

Armstrong: Yeah.

Boehm: Okay. I didn't know that.

Bernstein: You ask me to review and sign these patents, and you're not sending me information. What do you mean.

Armstrong: I think had we known that there was a question of validating Brian's math, Eliot would have brought me in a lot earlier.

Bernstein: I would have brought a mathematician in. I mean, this is ridiculous.

Armstrong: Yeah, I'm just a friend that's good at math, not a mathematician.

Boehm: Right, well.

Armstrong: Go to your meeting. We're going to check theis patent stats—out, and we'll talk to you letter. |

Boehm: Well, you've got to talk to Brian, too.

Armstrong: Yeah.

Bernstein: I think because I now seriously have to report a lot of things to a board of people that we're going to have to have a meeting at some point either today or Monday with a few of the key people in the company who are investors, etc., so that they understand what they are investing or not investing in.

~~Becker~~Armstrong: Don't jump to conclusions. |

Bernstein: No, I'm not, but if this is correct, we've got some fundamental things that need to be discussed.

Boehm: If what's correct?

Armstrong: If he's correct about the math being wrong, but let's check it...

Boehm: No, I'll bet we could get a good patent if the math is totally wrong. I think we're barking up a tree here that's not a big wall.

Bernstein: But wait a minute. The question is if it still remains wrong and we gave you the right changes, it should have been filed right. All the sudden I'm left with a patent that...

Boehm: Okay, talk to Brian.

Bernstein: I will.

Boehm: Brian gave me the right changes. I filed what Brian gave me.

Bernstein: Okay.

Armstrong: Okay.

Boehm: And I don't mean to...you know...yell out of that, but that's what happened.

Bernstein: That's no problem. I totally hear that.

Armstrong: Thanks, Doug.

Boehm: Okay. Talk to you Monday.

<Hang up phones.>

Bernstein: 8/4/2000. 8:30 Doug Boehm conference call. Jim Armstrong, Eliot Bernstein. Steve, Jim, everybody, I'm taping the conversation, 8/4/ patent discussion regarding Docket 57103-120 with Brian Utley, Steve Becker, Jim Armstrong, Si Bernstein, and Eliot. Okay, guys.

Becker: [], too, if that's all right with everybody.

Bernstein: Yeah, did you get the fax from Jim?

Becker: I haven't received it yet.

Armstrong: It was sent actually to Doug on the "cc" line, but to a machine at 297-4900.

Becker: That's right. It'll go to our central fax department, and I just phoned up there and asked them to deliver that to me when it comes in.

Bernstein: Okay, but you've got the patent in front of you?

Becker: I don't. I don't, but I can get it.

Bernstein: Okay, well, let's do that.

Becker: Okay. I'll need a minute. I've got to go over the Doug's office.

Bernstein: Okay.

Armstrong: The fax is on its way to you now.

~~Becker~~Simon: It's on the way to me? |

Armstrong: Yeah.

~~Becker~~Simon: Okay, then I'm going to put you guys on hold... |

Armstrong: It's not done yet.

Becker: Well, I've got to go upstairs and get it, so hold on.

Armstrong: Never a dull moment.

~~Utley~~Bernstein: ————— They didn't put...they didn't put in what we corrected them on... |

Bernstein: —————<Inaudible comment.> |

Utley: And I did it again on Wednesday night.

Bernstein: And he said to me all these changes were in when I went through them at 11:15 at night with them. That all the math has been changed. I was looking at him and said these haven't been changed. He said, "No, I'm working on a copy that's been changed. I'm going to send it to Brian, and sign off..." So, well, now, again, we're back at this same thing. How do we change things? What effects does it have on us?

Utley: This has no effect. Mathematically, that's...

S. Bernstein: Were those faxed?

Bernstein: ~~Yeah~~Yes. |

~~S. Bernstein~~Armstrong: Okay. Nine pages. |

Utley: But obviously this has an effect.

Bernstein: A huge effect because you have completely altered numbers.

Utley: Well, you could explain it; but the only way you could derive this is by having that be the square root.

Bernstein: But this is wrong that he missed this, and isn't that on your current math? Do you have your sheet that you did...current math...that he said he didn't have, had, whatever? Brian, do you have the patent book?

Utley: Yes.

Bernstein: Okay. I need to borrow that.

Armstrong: I would think that in a patent document being as important to us as it is, there's not an acceptable level of error. It's either got to be all right, or it's not acceptable.

Bernstein: Oh, and that's what we heard from Doug this morning. So, I mean it's hard to fathom this.

S. Bernstein: You know what guys? I don't understand. Why doesn't somebody... take five minutes, and tell me what...because I saty it in a meeting with all the lawyers, and... |

Bernstein: Here, Dad, let me give you an example. Is 2,560,000 times .8 the same as 2,560,000 times 1.25? Yes or no?

S. Bernstein: I doubt it!

Bernstein: Okay, well, that's the fuckin issue. That's how far off these are. |

S. Bernstein: Okay.

Becker: This is Steve. I'm back, and I can't seem to find that file. Doug is out today. You guys may know. So, I don't know how much help I'm going to be.

Bernstein: Okay, well, do you have the fax? Hey, ~~DB~~-Man, you've got the file right there. | Just email it to him.

Becker: Here it is. I've got the fax now.

Bernstein: ~~Okay~~—Steve, Doug also mentioned that you had emailed some correspondence to us that you didn't think the math was right earlier? I have no records of any of that. |

Becker: No, what I did was I faxed the draft over on Monday night, which incorporated some additional disclosure that Brian had sent. Basically, it was examples. It had the equations set out for both print film and digital examples, and then he had three examples for print film and one example for digital, and I essentially...I exactly basically cut and pasted that into the application.

Bernstein: Well, the application we got from Doug didn't have any of that - cut and paste because what it had was the old stuff and Brain referred to having sent this to you several days earlier and yet it wasn't in there.

MISSING SECTION GO BACK

Becker: I don't really know because at that point Doug was down there with you guys, and I presumed you were reviewing it on like Tuesday and Wednesday. And the Doug said he would take care of just...because we figured there would just be some minor changes after we'd incorporate all of that.

Bernstein: Well, it wasn't incorporated, so there were huge changes.

Becker: Oh.

Bernstein: And it would have been filed completely wrong had it not been for Jim Armstrong reviewing it. Everybody would have nodded off on this and accepted wrong, completely wrong, filings.

Becker: Maybe he should be part of this conversation.

Bernstein: He's on this conversation.

Becker: Oh, good. Hi, Brian.

Utley: Hi, Steve.

Bernstein: Brian's here and Jim Armstrong's here.

Becker: Okay. Well, the only link we're missing here is Doug because Doug took the last few steps of incorporating comments and actually filing the application on Wednesday.

Bernstein: Hey, EB...EB-man, forward him a copy of the final draft, would you?

Armstrong: And that, Steve, I think the most important question to have answered is what are our rights and obligations and opportunities relative to correcting this without any ill effects to us?

Becker: Yeah. There's plenty of opportunity essentially. We can file...if there are substantial errors in the application as it was filed, we can simply file a new application as soon as we get those fixed either on Monday or Tuesday or what have you. The goal of filing on Wednesday was to maintain priority back to the provisional application, which was filed a year ago.

Bernstein: So, did we lose that if they're wrong?

Becker: No, because we can only claim priority back to the extent that the subject matter was originally disclosed in the provisional filing of August 2nd of last year, and none of these equations were filed back then.

Bernstein: But the original process was.

Becker: Right. And the original process is the [-]preserved in the application. We're just talking about the details of the math examples that are in here. So we haven't lost anything.

Bernstein: Will we lose claiming back to the priority of the original provisional? So we did lose something, or am I incorrect in what I'm hearing.

Becker: Yeah, No, we didn't lose...the original provisional can only provide priority for what was originally disclosed, and the math was not originally disclosed, right?

Bernstein: Well, no, but the math is a subject of the invention, not vice-versa.

Becker: The reason I'm putting the math in there is essentially to provide concrete examples...

Bernstein: Of the invention.

Becker: Right.

Bernstein: But the invention was in there as of the priority date, and we had already talked with Chris Wheeler and everything regarding this. Were you on that conversation?

Becker: I don't remember.

Bernstein: Well, Brian, you were on that conversation. It's the conversation where we were going back to try to get the soonest date on the filing and correcting the provisional to encompass all of these things.

Utley: Well, you can't correct the provisional, but you can...what it does is it claims back for everything that references back to the original, but then incorporates all the new elements to bring it into...to make it into more of a complete statement.

Bernstein: I'm not sure I understand this. It was my understanding that we were going back to Ray [Joao's] patent and fixing it by inserting what we have here. When I talked to Doug, that was what he was under the impression we were going to do, and now that's all changed as of today.

Becker: You really can't fix a provisional application.

Bernstein: Not the provisional-the ~~regular-Ray Joao~~ filing of August whatever-whatever day it was.

Utley: No, in March. March 24th.

Becker: Oh, okay. Yeah.

Bernstein: And that way, if that patent gets approved with all this in it, that's what we were doing, and we wanted that one to be approved first correctly because it obviously expedites our life by a long way.

Becker: This is the PCT application file of March 23rd. Is that what we're talking about?

Utley: Yeah, but the way that I recall the conversation, the spec cannot be changed...

Becker: Right.

Utley: ...but the claims can be.

Becker: Right, and they can be changed as long as they're supported by teachings that are in that specification.

Utley: Right.

Becker: Which is why you really...

Bernstein: And the specification can't change?

Becker: Right.

Bernstein: Why?

Becker: Because it would be kind of like...

Bernstein: I thought that was based on new matter.

Becker: That's exactly why it can't be changed.

Bernstein: So it can be changed if it's still the same matter?

Becker: The claims can be amended as long as they are still fully supported by the matter that's in the specification that's originally filed. Now, if you want to change your claims and they're not supported by the specification as originally filed, then you have to file a whole new application adding new matter to your specification that will support those claims.

Armstrong: Does the fact that a direct interpretation of what in general amounts to typos and oversights, but a direct interpretation of that affect our ability to change that supporting matter of that matter? Because if we directly interpret the math in the certain circumstances here, it will bring you to a wrong conclusion if it's a direct interpretation without having to reverse ~~such an error but~~ engineer what was meant to occur.

Becker: Well, I see. Then we need to get the math right, but it doesn't affect our priority. Only by a few days essentially.

Bernstein: Well, do we lose the ability to claim priority to what we were trying to claim here...

Becker: No.

Bernstein: ...by that date? So you can go back in and change the matter of this?

Becker: You don't go back and change the matter, you just file a new application which claims priority back to a prior application only for the subject matter that was...

Bernstein: But we missed that application.

Becker: No, we've got it in the form of this continuation, or this PCT, that we filed claiming priority back to that patent application. So we've preserved that chain of priority.

Armstrong: Are you then completely confident that errors that we need to correct right now then are not going to hurt us in any way, shape, or form as being able to claim as part of our invention all of the correct things that we want in there?

S. Bernstein: That's what I heard at that meeting, that we could go back and re-do that at a later date without having any implication.

Bernstein: As long as it wasn't new subject matter.

S. Bernstein: Exactly right. These are just corrections to the...

Bernstein: They're corrections, they're math, whatever.

S. Bernstein: Okay, but we're not saying this is a new way to get to that.

Bernstein: No.

S. Bernstein: Okay, that's what I heard. That's the notes I took. Eliot, you should have that on the tape recorder so that we know that.

Armstrong: Well, we do, and that would also support, I think, another issue, which is that we now have to go through the refiling of something else which was originally corrected several days ago and was somehow ignored so that this whole refiling shouldn't even cost us anything.

Bernstein: Well, and beyond that, Doug <sic>, what I'd like to really get down to is a letter from you, in writing, explaining all of my, you know, both from the Ray [Joa] patent forward, and I think you need to talk to Doug about it, of what our potential pitfalls are here with these filing errors, what our potential pitfalls are, what it caused to happen with that priority, priority equals, and if there's any harm to us. Because we keep just slipping back by these things. This should have been right. I mean, we have well documented, and Brian's well documented, that these changes were sent, and now we've missed a priority claim to that by not being able to go back and change our last filing. I need to know the liability here.

Becker: You know, I was not there on Wednesday night. Brian talked to Doug on this and then made final changes, and then...

Utley: Yeah, Doug sent me a next-to-last copy, which I went through and there were a number of errors—I have my notes on each one of those at home—and then I reviewed each one of those with Doug, agreed on what they were, and then Doug was going to send me the last copy, which apparently he didn't because I never received it. At that point in time, it was, I guess, about 11:30 or 11:45 our time.

Bernstein: And these were also discussed in great length with him for a whole day on the phone.

S. Bernstein: Yes, well, how about in the...

Bernstein: No, no, Dad, this is separate. But at great length this was discussed, every one of these changes.

Becker: The changes you sent me here, is this Brian's handwriting?

Utley: No, some of it isn't. Isn't correct.

Bernstein: Well, let's go through it because I'd like to...

Armstrong: Yeah, let's go through it.

Becker: I don't know if that's going to help that much because it's a question of what actually was filed and whether it incorporated the changes that Brian asked for the last minute.

Bernstein: It didn't.

Armstrong: We know that. This is what was filed.

Becker: Brian, didn't you just say that Doug didn't send you the final draft of what was filed?

Bernstein: He did it the next day.

Becker: Oh, he did the next day?

~~Armstrong~~Bernstein: Yeah, Jim, can you forward that to Steve real quick?

Armstrong: What?

Bernstein: Email it to him...the final draft?

Armstrong: Yeah.

Becker: Well, I'm not going to question...

Bernstein: Okay, but we need to go through and get the changes acknowledged, accepted, have you put it into the next whatever you're going to do to solve this, with a letter explaining what we've lost here.

Becker: All right.

Bernstein: Okay. Any liability, potential liability where we're exposed to from this.

Becker: Oh, I wouldn't worry about it. You guys are making a mountain...

Bernstein: Well, you know, I gotta tell you, I worry a lot about it from what Doug told us. So, you know what I mean? You tell me not to worry, but then you tell me it's very important that we're accurate in this filing; and then we're very inaccurate in the filing, and then we're not supposed to worry. I'll feel much better not worrying with a letter from you explaining why I shouldn't worry.

Armstrong: Steve, what's at your email?

Becker: Sbecker@foleylaw.com.

Armstrong: Sbecker?

Becker: Yeah, "S" as in Steven, "becker."

Armstrong: Got it.

Bernstein: Okay. Let's just go through this with you, Steve, so we can get the next step done.

Becker: All right.

Bernstein: Which is correcting the issues. Are you with us on page 13?

Becker: Right.

Bernstein: Okay. Jim?

Armstrong: On page 13, line 19, the expression of VWH should follow the way we express it in our definitions, which is VIH. Even though the two are equal, let's just follow the way that we have it expressed in our definitions on page 12.

Becker: Oh, I see. Okay.

Armstrong: Then on line 23, each of those expressions is not congruent with the way we've defined them. Despite the fact that we arrive at the same results, it doesn't apply the formula in exactly the same way. So for a reader, it ought to be the same. So for line 23, it should be the "square root of 2,560,000 times 1.25."

Becker: All right.

Armstrong: Okay. Not "2560 divided by .8."

Becker: Okay.

Armstrong: On line 24, it ought to be "1789 divided by 1.25."

Becker: I see. Okay.

Armstrong: Then on line 25, it ought to be "1441 divided by 4." Again, the results are the same; the expressions are not.

Utley: Now, on that last one, Jim, it's correct. |

Armstrong: It's what?

Utley: The scan density is 1789 divided by 5.

Armstrong: Okay, hold on. Scan density is defined by us as being...where the heck is it...oh, it's right up above..."target image height..." right up above on line 7..."minimum scan density is target image height," which in this case we just defined to be 1431...

Utley: Where are you reading from?

Armstrong: Line 7 of the same page. Line 7, page 13. So target image height is 1431 divided by the source image height, which is 4, so it should be 1431 divided by 4.

Utley: Well, the...yeah I guess that that equation, "MSD equals TIH/SIH," did not come |
from my documentation.

~~Becker~~Armstrong: Hold on, let me look at this documentation. I've got it right here, |
too.

Bernstein: Well, Steve, you have copies of this, too, that were sent to you...

Becker: Right.

Bernstein: ...of what Brian's looking at, several days ago. So how isn't this stuff flowing forward into the patents, especially when we pointed it out two times before filing? I mean, I'm just dumbfounded at this.

Utley: There was a change, Steve, which you were not involved...

Becker: The proper equations, ~~that-I~~ wasn't there the last night when the last changes were put in, so I can't really speak to it.

Bernstein: No, but he sent you his changes several days ago.

Utley: Steve, there was a change that we decided on uh on uh Wednesday afternoon, which was to reflect aspect ratio as width divided by height, which uh I uh made, and that was created by the desire to reflect aspect ratio the way that displays are uh uh uh expressed as opposed to the way photographic images are expressed. Photographic images are expressed the opposite way, and that's the way the documentation uh uh had been originally prepared. But it was thought that it was uh perhaps more consistent with current technology to express it the way that displays are expressed. So I went through and changed...

Becker: You mean from that change in ~~{invention? -convention?}?~~convention?

Utley: Yes. So that caused the equations to be reconstructed to reflect the uh uh inverse of what was there before because the affect ratio now is inverted.

Becker: I see.

Utley: And what happened was Doug apparently did not pick up all of those changes, even though I went through them very methodically the last thing uh Wednesday night when he sent me his-his uh his uh almost-final draft.

Becker: I see.

Utley: Uh And uh, Jim, just for your uh edification, that also affected the MSD shifting from a height to a width orientation. The number is the same, but it changed it from a height to a width.

Armstrong: So what's the correct formula for MSD?

Utley: It's TIW/SIW.

Armstrong: Okay.

Bernstein: So, you made this change with Doug, and it's still wrong in the patent?

Utley: Right

S. Bernstein: I'm a little concerned about the proficiency of the legal aspect of this. We sat there for hours, and then Brian stayed late into the night with this guy, and then he comes back and we don't file it right anyway? It seems like there's something wrong here. I mean, ...

Bernstein: I mean this is, yeah...

S. Bernstein: I mean, I'm just budding in because I have little or no knowledge as to what the numbers mean, I'm just listening to a conversation in which I'm hearing is that after four or five hours in a room locked together with lawyers and everybody else, we reach an agreement that those changes will be made. Now, my understanding is Brian stayed and made those changes, and then the lawyer didn't file the changes? What's the sense of that?

Bernstein: These are good points. Let's move forward, Jim.

S. Bernstein: These are points that have to go back to stockholders with money invested.

Bernstein: That's why I've asked Steve to send us a letter of what's happening, what our exposure is, by Monday or Tuesday, explaining how this didn't occur, get in, and what we're going to do to resolve it, and what that resolve initiates in the chain of events.

S. Bernstein: Well, the other side of it is this. If after all of this precaution has been taken—and Brian, you can correct me if you think different—but after all of this precaution has been taken, it appears that the fallacy of worrying about it ever gets accomplished. Brian stays, everybody works on it, it's still filed wrong. Now what if Jim Armstrong hadn't caught it. Brian was on a plane today...

Bernstein: Then none of Brian's changes even sent several days ago even would have even been in there. Math would have been wrong, equations would have been wrong, verbiage would have been wrong.

S. Bernstein: Am I right, Brian, in having this concern?

Utley: Uh Well, yeah, obviously it's uh clearly uh uh a major concern because there's nothing more disciplined than the uh uh mathematical expressions.

S. Bernstein: And you're comfortable that what you did, even if some of them were wrong, that we could have later corrected...

Bernstein: No, Dad, we sat here with Brian and Jim and Doug, and we went through it, and we all agreed it was right, and those changes do not appear.

Utley: No, we...uh uh

S. Bernstein: That makes me very nervous. Well, it makes me nervous to the extent that are all of the other patents done right?

Bernstein: Well, that's what I'm...I'm going to start having somebody review all of this. I mean, obviously there's...it opens up a whole can of worms.

S. Bernstein: Well, the other thing that I heard was—and not negatively or anything else—but I heard that perhaps Ray [Joa~~h~~o did this work and he was either concerned about it being a bit sloppy, blah, blah, blah, blah. What is the excuse for this law firm?

Bernstein: Well, let them write us what's happened here. I mean, I definitely need to see on paper, Steve, some kind of report on this. That it describes what occurred, why it's not reflected in the patent filings, and what our exposures are, and that'll tell us what we're dealing with in firm, etc., liabilities. I mean, we don't know that.

Armstrong: We should continue to look at the changes so that he's copy that reflects everything.

S. Bernstein: Well, even if there is no liability, what I'm still concerned about, even if it can be corrected, it's the exact same position—Brian, am I right?—that we found ourselves in with the last lawyer who did it. Okay, thank God we can make changes, but that isn't the answer. Why not just get it right, get it filed...

Bernstein: No, don't just say thank God we can make changes, Dad, because all of that brings additional liability to you. You miss dates, you miss claiming, you miss this and that—words that are very tricky and confusing, and only these guys can understand. So that's why I need it to be put in writing so I can have it analyzed...

S. Bernstein: Absolutely, I want it definitely, because I need to take it...you know, I need to have board member approval...

Bernstein: Oh, I think our board is going to be disastrous with this stuff about several things when we take this to them. And we need to know from the Ray [Joao] level to the Foley-[Lardver] level, how this is going to be cleared up and what the problems were that occurred.

S. Bernstein: Okay, let's get that part in process; and it's unfortunate that Doug's not here because maybe it's something he could explain.

Bernstein: No, I talked to him this morning; and as a matter of fact, he said Steve had the math from Brian days before and by the time he got it, he thought it was all input correctly, and that was his excuse.

S. Bernstein: Well, what was he doing here with Brian?

Bernstein: Well, then we spent a whole day with him correcting it all so that it was right; and then by filing time, none of it was right. So, let's go forward. Let's just stay on track. We'll deal with all of these issues on Monday.

Utley: Uh I just say one thing. Uh Fortunately, uh I don't know The most important part of the math is all of the definitions. The examples are examples; but the most important part of the math is the are the definitions.

~~S. Becker~~Bernstein: Okay, are those right?

Armstrong: No. Well, there's one that's not ~~—, we just found out which is []~~. Line 7 of page 13...

Bernstein: Is wrong.

Armstrong: Is wrong. It should read...

Bernstein: ..."[] equals TIW/SIW."

Utley: They are mathematically uh uh equal. Both will give the same results. So It's a uh consistency question as opposed to an accuracy question.

S. Bernstein: And for a reader, it would probably be easier to be consistent.

Utley: Absolutely.

S. Bernstein: That's what we want. As long as we're spending all of this money and everybody's devoting their time to it, we want it to right—as right as you can possibly get it at any rate.

Bernstein: Okay, Dad, let's move forward.

Armstrong: That changes one thing on line 25. The expression on line 25 is now correct as it was typed, so scratch out my handwriting. Okay? All the other corrections stand as I explained them earlier. Now, on the last line of this page, that should read: "480 X 320."

Utley: That's correct.

Armstrong: Okay. Then on line 6 of page 14, I think we should consistently state which is width and which number is height because it's such an important distinction in the calculations. We did it on the previous example, but not on this one.

Bernstein: This then is width height

Armstrong: Width is [] height is 4

Utley: And that is what we had agreed upon on Wednesday afternoon.

Bernstein: Right. That changes again in a minute

Armstrong: Okay. Line 17, again we're just missing that square root symbol in order to make that equation work. Without the square root, it's millions instead of thousands. Now, in line 19, I had originally indicated this was correct; it's now incorrect because of our change in the formula for the density for the maximum scan density.

Bernstein: Steve, are you getting all of these?

Becker: Yep.

Armstrong: This should now read in line 19: "1789 divided by 5 equals 358."

Becker: "1789 divided by 5 equals 358?"

Armstrong: Yes.

Becker: All right.

S. Bernstein: Steve, I have a question to ask you.

Becker: Yes.

S. Bernstein: When Jim or Brian or anybody gives you these numbers, are they checked out by anybody, or do you just copy what we say and that's it?

Bernstein: No, they definitely don't copy what we say. That's an initial problem here, Dad.

S. Bernstein: Okay, I don't mean to be sarcastic.

Bernstein: No, but they would normally as mathematical people add up the equations.

S. Bernstein: Yeah, because your partner was telling me that most patent lawyers are engineers, which would lead me to believe that somebody would say, "well, I better check the math to make sure that guys who are not engineers know what the hell they're talking about." Is that done by your firm, or is it just accepted as gospel what we give you?

Becker: We don't have engineers or technical people check the math that you provide us.

S. Bernstein: Okay, so what we provide you, then, we live and die by?

Becker: Okay. Your job is to get that right.

Bernstein: Right, but what we did give you, you didn't provide in the patent.

S. Bernstein: Okay, we're trying to say the same thing.

Bernstein: Okay.

Armstrong: Let's just get it right.

S. Bernstein: At this point we're only interested in getting it right.

Armstrong: Line 27, that should be "360H" for the height.

Bernstein: Which page?

Armstrong: Line 14, third-to-last line of the page.

Bernstein: Okay.

Armstrong: Now we're onto page 15. Again, we just need that square root symbol as indicated there.

Becker: Okay.

Armstrong: Then there is nothing on the next few pages until we get to page 18, this is an important omission for our calculation standpoint, but we need that square root symbol.

Becker: Okay.

Armstrong: Then I'm going to skip for a second this discussion on minimum scan density here because I want to talk to...go with Brian's comments, too, but on line 10, the correct figure is "1.33 equals 1.33."

Becker: Okay.

Utley: Yeah, that wasn't picked up from the other...from above, the aspect ratio.

Armstrong: Line 15, the square root symbol again is missing from that same equation. And then finally, I don't see why, in this example, or any digital example where we have no scanning to do, why we should even include any reference to minimum scan density because the only application of scanning in a digital world is if we were to print a digital photograph and later scan it, in which case we'd follow the print formulas, not the digital formulas. So, my suggestion here is that we change the sentence, beginning on line one, to end after the word "dimensions"...actually, strike the words "and minimum scan density" and also to eliminate line 23. Do you agree, Brian, that there's no reason to have that there?

Utley: It certainly doesn't add anything. Uh It doesn't uh uh subtract anything.

Armstrong: It just added confusion to me as a reader when I thought, "How do I calculate that?" and then realized it's not...we're not scanning anyway. Why ask someone to determine something that is not included as a step of the process? So I think if everyone agrees, we should strike the words "...and minimum scan density" in line 1 and 2...

Utley: No, what I would do, I wouldn't do that. What I would do is simply say, "...image size and dimensions" and then add a new sentence which says, "Minimum scan density is not required since we are dealing with a digital image."

Armstrong: That's fine, too. Then let's strike line 23.

Utley: No, I'd leave that in.

Armstrong: It's redundant, but that's okay. Do you see any other problems with the formulas? Did you review all of this again today, Brian?

Utley: Uh I've just uh uh I have not reviewed anything today. I wasn't aware of the problems until about three minutes ago.

Armstrong: Okay. So that covers my comments on that.

Bernstein: And, Steve, do me a favor. When you guys draft this letter, draft it to Si and Brian. Okay? I'd like to be cc:'d on...and by the way, I'd like to be cc:'d on any correspondence of anybody to do with the patents.

Becker: Okay.

Bernstein: One last thing. Doug mentioned that you had a file from Brian, a spreadsheet that part of the spreadsheet matter is not incorporated in here. He didn't know why...he couldn't explain why. I was wondering what that matter is, and where is it? Are you aware of that? Because he referred to you.

Becker: Did heTo me?

Bernstein: Yes.

Utley: Uh uh That's probably the image sizing spreadsheet.

Becker: Image sizing?

Utley: Yeah, I sent you two files on Monday.

Becker: Okay. Actually, you sent three all together. Oh, you sent three emails, and then the last one had two of them.

Utley: Right, the last one had two files: both the image sizing and the process.

Becker: Oh, you'reve got the macro, and then you've also got the description of the math. Now, what did you want included that wasn't?

Bernstein: Well, Doug said it should have been included, but it wasn't...the rest of that sheet.

Becker: What?

Bernstein: I don't know. Whichever half's missing.

Armstrong: Hold on one second...I don't want to confuse Steve. We do not want you to cut and paste out of those documents into this patent filing. Those documents do not reflect the way we want to express the math.

Bernstein: Right, but we might want them in there, B, correctly.

Armstrong: What?

Bernstein: We might want them in their correctly...

Armstrong: ~~They're not in there correctly~~. We just went through it. It's now correct. If he employs all of the changes we just all agreed to...

Bernstein: No, but there's another sheet that's not reflected here.

Armstrong: Well, yes, I do want to talk about that. The macro, right?

Bernstein: Right. Can you forward that file to us—the Excel sheet—to Jim, me.

Armstrong: Just have Steve forwarded the whole email back to you.

Bernstein: Well, he doesn't have it in front of him, and Brian's got it right here.

Utley: No, I sent it to you. You were copied on it.

Bernstein: Okay. Let's just get the most up to date...any changes.

Becker: Yeah, Brian, remember, we made a decision not to file the claims directed to your macro—we made that decision last...a week before the...

Bernstein: Why?

Becker: Because it was going to involve some additional work, and we didn't have time at that point; and it was all new matter that wasn't going to claim priority to anything, so...

Bernstein: Well, what's new matter? If the math is part of describing the invention, then it's not new matter, according to what Doug's told me four times now.

Becker: Well, Eliot, as you recall, you always have to look at the claims of the application, and that defines the scope of your protection. The claims will also define...also have to be supported by the specifications. We were going to direct claims to the idea of using...of having a macro program, which is useful as a tool, to do these calculations in a rather simple process.

Bernstein: Okay, that's fine if you want to just claim a macro. That does it as a simplified process and add that as an additional patent for us, but the underlying math of it should all be applicable to the invention since it's just derived off the invention.

Becker: Yeah, math...

Bernstein: So it's not new matter, it's just an understanding of the matter. I mean, I swear we went through this four times the other day with that conclusion.

Becker: There are two files that Brian sent me. One of them was an Excel spreadsheet having six pages, and all of that material was included in the application in pretty much cut-and-paste format. His pages 2, 3, 4, and 6 were the examples, which I just cut and pasted as soon as I got them from Brian because they defined it all very particularly.

Bernstein: Okay, now you need to get back your record of that because 2, 3, 4, 5, and 6 that Brian is sitting here showing me, were never in these patents yesterday. So cutting and paste, you must have put them in the wrong document.

Utley: Those are the examples.

Bernstein: But those weren't...that's not what ended up in there.

Utley: They pulled these pictures out and put them as a uh uh uh figure sheet on the back, uh and then uh uh we re-entered...

Bernstein: Wrong math.

Utley: ...the formulas in the body of the...

Armstrong: Hey, right. B, are those images...are you looking at the figures? Are all of these figures in the patent application.

Utley: We should be on figure 7.

Bernstein: Steve, figure 7?

Becker: Okay.

Bernstein: Are you looking at it?

Becker: Not in front of me, but I recall writing it.

Bernstein: Jim, figure 7, what do you see?

Armstrong: I don't have a figure 7...because that was part of...that didn't come in the patent application, that I was mailed~~but [-]~~.

Bernstein: It's not part of that final patent?

Armstrong: I don't know about that, but it didn't come as part of that Word document.

Bernstein: That's what I just sent you, Tthat's supposed to be the final revision of the patent.

Becker: We have to scan the drawings into a Word document; so if you just mailed the Word document, you probably didn't get any figures yet.

Armstrong: Probably the figures were left off of that El-

Bernstein: Okay, do you have your patent application?

Armstrong: I've go the one we reviewed on Tuesday Wednesday.

Bernstein: And what's in there?

Armstrong: All the figures.

Bernstein: Right or wrong?

Armstrong: You know, I don't know. I didn't...Brian, was figure 7 changed at all with the restatement of our aspect ratio?

Utley: Yeah There were some additions that I made for clarification purposes. Uh If you look at the first page of the imaging process, where it says, uh uh the third box down, it says "viewing image," uh I inserted uh "SIR less than DWR" to tie it to the equation above it. And then in the one, the bottom, uh uh it has the expression "SIR greater than BWR," again, that is to tie it to the equation above it.

Armstrong: Yeah, because those two don't have a distinction, figure 7 as it is now.

Utley: Right. So that simply ties the image to the equation.

Armstrong: So do they have...have you sent them an updated amendment?

Utley: Yeah, that went out uh uh late Wednesday afternoon.

Armstrong: Okay, we've just got to make sure that the corrected figure 7...

Bernstein: Steve, can you fax us the filed d patent?

Becker: No, I can't find it. I guess Doug took care of this from...

Bernstein: Does his secretary have a copy?

Becker: ...Monday night on. I spoke with her, and she wasn't clear...she wasn't able to find it.

Bernstein: Do we have a filed patent?

Becker: How certain would you like me to answer that question? I mean, Doug sent me an email saying we filed the patent.

Bernstein: Well, what he sent me that he said he filed is missing the diagrams. So, I have a final patent document missing...

S. Bernstein: When is Doug available?

Bernstein: Yeah, does he got a cell phone or something?

Becker: I don't know. I don't know. Maybe I can help clarify this...I mean, Eliot, you sound like you're really upset at us.

Bernstein: You know, I'm not a person to get upset until I see that I spend a lot hours going through this, Brian spends a lot of hours, we make all of these global changes...

Becker: Eliot, I've heard that a couple times already. Let me try to explain a little bit about patent law and maybe help everyone understand what has or has not happened. Okay, there's a lot of rhetoric being thrown on there, but there's...

Bernstein: Yeah, because we're blind.

Becker: I don't think all of it has a lot of basis in patent law.

S. Bernstein: That's good to hear, so let's hear that.

Becker: Okay, and Si, I thought you in particular might be interested to hear that.

S. Bernstein: Yeah, that's, you know, I'm not sure that adds any comfort because maybe what you're saying is it's not an exact science and then you move along...

Becker: Well, I'm going to go well beyond that.

S. Bernstein: Okay.

Becker: Does anyone have a copy of claim one they can read off of?

Bernstein: Yes.

Utley: Uh uh This is only a piece of it, right?

Bernstein: Yeah.

Armstrong: It's Page 22.

Becker: I'm working off what you emailed me, Jim, and I see page 24, lines 1 through 7. I guess they could have repaginated, but...

Armstrong: Oh, but Eliot had mailed you...or faxed you...

Becker: I'm sorry, what you emailed me.

Armstrong: Oh, okay. So it's changed then. I don't know why, though.

Becker: On the top of the page says "What this claim is."

Armstrong: "What this claim is"...

Becker: Do you have that?

Armstrong: Yes, page 22 in my printed on.

Becker: Okay.

Bernstein: Okay, hold on one second because I want to get my notes.

UtleyS. Bernstein: What page is that, Jim?

Armstrong: Page 22 You don't have it, BrianSi.

S. Bernstein: Because I don't have 22.

Armstrong: Want me to fax it... email it to you?

S. Bernstein: No, that's okay, he's going to explain it to me. I want to see if I can't understand this.

Becker: Sure. It's very sort claims, seven lines long. It actually defines the scope of the patent protection that we are trying to obtain in this filing.

Armstrong: Who are we waiting for, Eliot?

Becker: I ~~think~~ believe so.

Bernstein: Yeah I'm up front. We're waiting for Brian again.

Becker: Let me know when you're ready.

Bernstein: Okay, Steve, Brian stepped out for a minute, but I still want to address this issue. We invent something. I hire a mathematician. The mathematician solves the X, Y, and Z of the invention. Does he claim a new patent for himself?

Becker: Probably not. [Inventorship] typically follows with the conception of invention. If somebody else figures out how it was done, generally speaking that would.

Bernstein: Well, I want to be very ~~clear~~ clear on this because Doug's thinking...I don't even know if then the next statement is correct or incorrect, but if a macro was created using the math that comes from the invention, where does it follow? Brian, I just asked him, if I hired a mathematician to do the math, put all of this into a thing, where does this follow. He says the invention, the inventor, etc. The guy you hired to do math wouldn't claim a new patent or a new invention, which is confusing to me because Doug now, as of this morning, told me that you're planning on filing a separate patent as inventor of a macro that just spawns off the math entitled to this invention. So I'm confused, and I want to be very specific on this of what our strategy is here on all of these peripheral pieces.

<End Side 1; begin Side 2>

Bernstein: Why don't you explain that to me again.

Becker: Can we go ahead with describing the claims?

Bernstein: Well, do you want to just finish that real quick, and then we'll go right back to the claims?

Becker: Okay, now what was the question you posed me, Eliot?

Bernstein: I hired a mathematician to solve for what I did. He comes up with an equation. Where does that equation belong? Does it belong filed as another patent? What's the inventorship, so to speak? And then, I design from that math a macro that solves that math with input formula. How should we be protecting that the whole way through, because I seem to be very confused about what I'm being told each day.

S. Bernstein: Okay, let him answer the question.

Becker: Inventorship follows whoever conceived the invention as claimed, and that's why the claim is so important because when you set forth in your claim what it exactly is that you're claiming, you have to ask who conceived of that idea—who was the first one to come up with it. So, typically if somebody really reduces your idea to equations that describe why it works or how it works, typically they would not be named as a co-inventor because they really didn't invent the idea. Now if you wanted to claim a macro which has user-input displays for receiving certain data that can be used by, say, a technician to determine the scan density of a print film image that would allow for the desired enlargement ratios and the desired target image size, that kind of is a separate idea, and that's why we thought it would be useful to claim that as a tool as well.

Bernstein: Okay, and I understand that part. I don't mind claiming that all day long.

Becker: Brian really was the one that built that and came up with it. It's based on principles that you learned, you know, a few years ago that maybe you didn't understand the math behind them, but certainly, I would think, be named an inventor on that.

Utley: I think that would probably claim both [Eliot and](#) myself as it relates to both aspects.

Becker: Right. But the important thing with the patent office is that it is...the patent office realizes that it is a bit of a grey issue in terms of who conceived what, so the important thing is not to have any deceptive intent.

[S. BernsteinArmstrong](#): I think the most important thing is the distinction between inventorship and ownership. As I understand, all of this, every one of the patents that we have filed, all rights, title, and interests are iviewit's, regardless of who the author/inventor is; and any revenue stream derived therefrom are iviewit's, and that's the important thing. Is that true, despite and in light of the [__]?

[S. Bernstein](#): Well Jim that's ~~M~~my very next question

[Armstrong](#): ~~r~~ because we could put anybody as an inventor; but as long as that doesn't entitle them to a disproportionate share of any revenues derived therefrom, then I don't care.

Becker: Yeah, inventorship or ownership initially vests in the inventor or inventors who are named in the application; but typically, inventors are under some obligation to assign to a corporate entity, either written or by cause of their employment—and you can get into the issues of shop right...you know, if somebody invented something on the corporate time and then went and...you know, it wasn't really part of his job description, I know this issue's going to be a little more tricky. But I think in this case...what we do typically as a practice to confirm ownership is to have the inventors sign a written assignment document over to whichever corporate entity they want to...

S. Bernstein: But haven't we followed that?

Becker: We've got those documents. I don't think we have them all signed and filed yet.

[S. BernsteinArmstrong](#): Let's get them.

Utley: Well, Doug was doing that on Tuesday while he was here.

Becker: Okay. Did you do some signing of documents, Jim and Eliot?

~~Bernstein~~: Yeah. Right.

Becker: Okay, so that's in process.

Bernstein: Okay, and wasn't really the intent of my question. The intent of my question is to define, for my understanding, what should claim back to Ray [Joa~~o~~'s] patent, and that means that everything other than a macro shell should define back to the original patent and be filed, corrected, amended, however we get it in to the original patent documents since none of it's

new matter, it's just an explanation mathematically on every equation of what happens.

S. Bernstein: That's what I heard at the meeting.

Bernstein: And that is exactly what I've heard, repeated; and then this morning, it was completely opposite, and yesterday is was a little opposite—a little—and, you know, I've become very confused about which strategy we're taking, which road, because we decide something, and then it's changed, and we're doing something else, and I'm completely lost.

Becker: I think I can make this very clear for you if you'll give me an opportunity.

Bernstein: I will.

Becker: Let's take a look at claim one. Claim one states that what you're claiming is a method of providing a digital image file for viewing on a user display in a viewing window that has a predetermined size, and the method includes one step. The step is, very broadly stated—so bear with me here—providing a digital image file having a image size comprising a fixed number of pixels representative of an image wherein that image size is greater than that of the viewing window size. Now the broad concept that we're trying to claim here is being the first ones to provide a digital image file that has more data than is needed for the window size. And why are we trying to claim that? Because that allows you to zoom into the image without pixelation, and it allows you to pan around the image to corners that maybe are not shown in the original viewing window. Does everybody understand that?

UteleyS. Bernstein: I think so.

Armstrong: Yes.

S. Bernstein: I think we're on the same line.

Becker: Okay. So now the question becomes: Did we support that claim with relevant descriptions in the specifications. And what's our standard? Our standard is that we have to provide enough disclosure in the specifications to enable somebody to make and use that invention as claimed. This person needs to be somebody of ordinary skill in the art—in other words, somebody who can read this document and maybe has some technical background in imaging or image processing, for example, and can read what we've put in our document and can perform our methods claimed. Okay? Everyone with me so far?

Bernstein: Um, hm.

Becker: So we look back into the document that was filed on Wednesday and we say to ourselves, "Did we provide enough information in that document to allow somebody to teach somebody how to make and use a digital image file that has an image size greater than the viewing window size?" And one might argue that stating the solution in itself almost provides enough information to one of ordinary skill in the art to actually reduce this to practice and to make and use one. However, we've provided not only a description of several different ways of doing it, but also some examples, including math, that should make it abundantly clear to one of ordinary skill in the art how to do it. The test is whether it would require undue experimentation on the part of this fictitious person of ordinary skill in the art to make and use a digital image file having these characteristics. So the question you need to ask yourself with respect to this application is: "Okay, maybe there was an error or two in how it was expressed in examples or the number of pixels counted or division here or subtraction there, but was there enough in there to enable somebody, based on those teachings alone and, of course, their background, to make and use an image file having those characteristics?"

UteleyS. Bernstein: Okay.

Becker: And I think, based on a reading of it and based on what Jim just walked me through in these corrections that need to be made, that there probably was enough

in there. That there probably is. I mean, we've described in several different ways how to do it with print film images or with digital images. We described in generally, and then we went and described it specifically.

S. Bernstein: Okay. Can I ask you a question?

Bernstein: Wait, Dad, because that still doesn't answer my question. That answers this issue here.

S. Bernstein: Let him finish with it.

Bernstein: Okay. Are you going to take this back to Ray's original filing on our...

Becker: Let me do that next, okay? Now, with respect to Ray's original filing on August 2nd of last year, we asked the exact same inquiry when we review the specification that we filed on Wednesday: Did Ray's filing back on August 2nd of 1999 provide enough disclosure and enough teaching to enable one of ordinary skill in the art to make this file?

Bernstein: And we have a lot of disputes on that because it doesn't even cover zooming.

Becker: Right, but what it does describe, if I recall correctly, is it does describe that you want to enlarge a print film image to a certain size and then scan it at a high density. Now it doesn't tell what density, it doesn't give a number of pixels,

Bernstein: It doesn't talk about zooming in on the image.

Becker: It doesn't tell the number of pixels, but it does show one way of doing it with a print film image. It doesn't talk about digital images...doing it specifically with digital images. It may refer to it generally, I don't know. But that is the inquiry.

~~S. Bernstein~~Armstrong: If I hear you correctly, it is less important in the claim to say anything relative to zooming was in the claim to illustrate or to claim that the target image size is larger than the viewing image window because that is, in itself, your ability to have the zoom capability.

Becker: You're right. You can claim it all different kinds of ways. This was one way that we worked out in conjunction with Eliot and Brian two weeks ago. This is one of the ways we worked out claiming the invention.

~~S. Bernstein~~Armstrong: Because ultimately zooming is simply a feature of the invention.

Bernstein: Okay, hold on one second. Steve?

Becker: Yeah.

Bernstein: When I look at Ray's claim one, "What is claimed: An apparatus for producing a digital image comprising a device for generating a digital signal file from a print film image and a processor for processing said digital signal file and for generating an image file wherein said processor generates a first signal file from said digital signal file, and further wherein said processor processes said first signal file and generates set image file."

Becker: Okay.

Bernstein: Okay, we all agreed that that is completely insane...to describe anything about our invention...whatever.

Becker: I know it's all completely insane; but I think that with the claim that we drafted, ...

Bernstein: Yeah, he missed the point.

~~Becker~~: Okay.

~~Bernstein~~: Well, then, the claim we drafted, this was my question. It should be right here, in this claim, in the patent he filed to date back as far as I can to protect our dates, should be changed to the claim we just created.

Becker: Oh, no, this application died on Wednesday, and it doesn't proceed to a patent. A provisional application...

Bernstein: No, no, this isn't provisional. This is a filed patent. I'm ~~doing~~ dealing with one

Utley: This is the one that was filed March 24th.

Becker: Oh, okay.

Bernstein: By Ray [Joao].

Utley: So this was the PCT filing on March 24th.

Becker: Okay, thanks.

Bernstein: And my question is shouldn't the claims in this patent we just filed be exactly, if not identical, to the one...or should they be transposed to Ray [Joao's]? And it was my understanding from Doug that for speed and if the patent gets through, etc., that we would rather have it be based on that first patent filing.

Becker: That could be a recommended course of action.

Bernstein: And this is going to get dejected.

Utley: What we discussed on Tuesday...no, on Monday afternoon, was that uh one of our action items was to go back and review the uh March 24th filing and decide exactly how we were going to integrate into that filing the uh the uh claims that are that should be in there vis-à-vis the specification.

Becker: Okay.

Utley: That was one of the action items that we uh uh covered on Monday afternoon.

Bernstein: And now my question further goes to say that once we amend the claims, is there any way to amend the body?

Becker: No.

Bernstein: Even if we're not adding new subject matter?

Becker: You can amend the body if you don't add new subject matter.

Bernstein: Okay, so we can fix Ray's mess.

Becker: You can't add what we added in this application.

Bernstein: Which part? The math is just a description of the old matter, so therefore we should be able to add it.

Becker: It's not supported. It's not suggested in the prior applications.

Bernstein: Oh, it's all suggested because by the nature of the invention it's suggested.

Becker: I think the patent office will never allow us to add all of that matter into the application.

Bernstein: Okay, but we should add as much matter as we feel comfortable with to buff up Ray's original filing.

Becker: Sometimes if you change a word or a sentence in a specification...

Bernstein: Yeah?

Becker: The examiner will outright reject it for new matter.

Bernstein: Well, who cares? He's going to reject this for insanity in the first place. I mean, he's going to reject this for "what did you patent? Nothing?"

S. Bernstein: If I'm hearing Steve right, there's very little we can do to change the language and content of that particular patent...

Bernstein: No, you're not hearing him right because he just said you could change all of the claims whenever you want as long as the examiner hasn't approved them. And right now before the examiner starts approving...looking at this and saying it's nonsense, I'd rather get the right stuff in there. Now, we can get most of this stuff in there, albeit I'm going to need good argumentation as to why we can't get it all in there.

~~S. Bernstein~~Armstrong: Steve, is that correct?

Becker: We can change the scope of the claims of the prior application...I mean, that's a good action item, a good thing to do. You know, as I mentioned, it's unlikely we'll be able to change the specification substantially; and if we don't quite...

Bernstein: Well, we should throw in the word "zoom" if we can.

Becker: At some point it becomes a question of language and what language you've used. If we come in and start saying, "Well, what we really were talking about is zoom and pan," Yeah, it's possible we could get some of those arguments through the examiner, but...

Bernstein: Well, we sure as shit should try.

~~Uteley~~Bernstein Well, it looks like Ray took all of this out of here.

Becker: It's not as critical as getting one good filing on like we did on Wednesday.

~~S. Bernstein~~Armstrong: Yeah, but the date's what's important.

Bernstein: Right.

~~S. Bernstein~~Armstrong: If this March one...we have one good filing, but it's dated August 2nd. That's the difference.

Becker: But it claims priority back to...

Bernstein: The original provisional.

Becker: The original provisional, which is before this date, again to the extent that it's...

Bernstein: Right, and that's the strategy I have been hearing is the correct approach here, is that we should be cleaning up Ray's filed patent as best as we can without adding subject matter—and I don't think we really have any new subject matter other than a macro shell to re-widget our math, which is okay, we'll leave that out. But I definitely want the underlying math, because that's just not new subject matter, that's just old subject matter defined, and try to get as much of this in that examiner's hands as fast as we can because that is our first patent and we'd like it to approve. And then you know what? Leave the macro in this one, and then you've got a reason that you've got new matter in this one that doesn't conflict with your old matter. I mean, the math, I sat through with Doug, went through this with Chris Wheeler, my father, I heard all of those things, and then I'm hearing that that's not our strategy. So I just want to be very specific on this so that we get that completed in time. I know there are issues to timing, etc., that we don't want to wastewait.

Now, I'm also confused of how we particularly predicted our date as well on when this was first exhibited. According to my last notes of when you guys were down here originally, we kind of went through a timeline; and that timeline has now been changed to September, when, in fact, we felt it was more like April or something as the first commercial advantage. Now Doug's talking to me about September dates, and I can list you fifty things that occur before then that will be detrimental. As a matter of fact, the first one really being something like 8/10, which only gives us six days, if my numbers are correct. We signed a license contract with

[Centrec? Centrack?] to use and distribute your product. So that's well before 9/1; and these are some real critical things that depend on that date, if I'm not mistaken.

Utley: What contract?

Bernstein: [Centrec? Centrack?]. The license agreement was signed on 8/10.

Utley: The only thing we signed was a demo.

Bernstein: A demo license, yeah. Well, you were putting it up to commercialize on their site— on a public site.

Utley: But there was no charge.

Bernstein: But it's not a question of charge, according to Doug. Correct, Steve?

Becker: I need to have some facts.

Bernstein: Okay. We signed a demo to put up on a company's Web site, and we did, our materials for public viewing so that they could identify customer response.

Becker: Oh. When was this?

Bernstein: 8/10.

Becker: Okay.

Bernstein: Now, there were conversations prior to that.

Becker: Well, the upside is that we've got an application on file as of this past Wednesday.

Bernstein: Well, what about changes?

~~S. Bernstein~~Armstrong: We have to deal with that one year of commercialization.

Bernstein: If we're not wrong, and I hate to preach to a lawyer, but that seems to be my understanding. So I'd like to get what is claimed in this one into Ray [Joao's] immediately, if not, somehow sooner.

Armstrong: Well, hold on, let him answer the question about commercialization. Would that be considered the first date of commercialization or a date of commercialization if there's one prior to it?

Bernstein: There's not, but...

Becker: Again, we have to start with the claimed invention...

Armstrong: This was ~~f~~zoom & pan imagery that we did for him.

Becker: Okay. And the inquiry is whether or not...

Bernstein: No, it's video, too, B, that we did.

Armstrong: There was video, too?

Bernstein: Sure.

Becker: The inquiry was whether or not the claimed invention was on sale more than one year before the filing date of the application.

Utley: This was a test program to determine feasibility.

Becker: That actually works in our favor. The laws recognize sort of experimental use as sort of being a mitigating factor in some types of public disclosure. Typically if it's a commercialization use, or to test the commercialization of the invention, they're less likely to find it to be...

Bernstein: Well, then, that's definitely what it was.

Becker: ...commercial use.

Utley: Is there any difference, Steve, between...we signed an agreement to do that.

Becker: Okay.

Utley: There was no public visibility for another month. So which date will be the reference date?

Becker: Would you call that a sale, that agreement?

Utley: No.

Becker: Okay.

Armstrong: Were we ever paid anything by [Centrec? Centrack?]?

Bernstein: No.

Utley: No.

Armstrong: Never.

Becker: Okay, that certainly works in our favor if it wasn't an actual sale of your product. In that case, you look more at the public disclosure date.

Bernstein: Well, that was the public disclosure date.

Utley: No, that was September.

Bernstein: No, it was this date because...well, whenever you put it up on the site publicly.

Becker: When did you put it up on the site publicly?

Utley: It was in September. It took us awhile to get there.

Becker: Okay. No problem, then, right?

Bernstein: If that's...I'm hanging my hat on a lot of things right there.

Utley: If that's the date of reference...

Bernstein: You know, I want to beat the 8/10 day of signing a license agreement because I don't know how that's going to be construed in court, nor do I care, when I can beat it right now.

Becker: Let me ask the question again, Eliot, do you think that the application that we filed on Wednesday does not provide enough information to enable somebody of ordinary skill in the art to practice or to make and use what we claim in claim one?

Armstrong: I could argue it doesn't.

Becker: Go ahead.

Armstrong: I might just simply because the actual deployment of it...or employment of it...does require the correct execution of those formulas; and other than one particular error that is very, very difficult to understand unless you have been part of one of these conversations about the formulas. I mean, that you have to reverse-engineer the formulas to find out that the square root in that definition is missing, otherwise you'll end up with target image areas of an enormous size and be totally lost. You'll end up just having a goofy result. I mean, I think it could be argued, that you need to be able to apply the math to create the image. It could be argued that you can conceptually create what it is that we are conceptually defining, but it's more difficult to do that without a precise understanding of the relationship of targets of subject images and viewing windows.

Becker: Well, let me turn it against you, Jim. That's a good analysis. I think it's interesting, but let me turn it against you and say if that's true, then our August 2, 1999, filing doesn't provide enough disclosure to enable one of ordinary skill in the art to make this claim.

Bernstein: On Ray [Joa's]?

Becker: ~~Correct~~Right, what he...

Bernstein: Yeah, that's why we want to change it before August 10th.

Armstrong: You said the August 2nd filing. This is the one we just did.

Bernstein: No, the March 3rd filing you mean.

Utley: March 24th.

Bernstein: March 24th, whatever.

Becker: Well, I guess I'm going as early as I can, which is why we tried to file on Wednesday...which is why we filed on Wednesday, so we could get the priority on the provisional application which, if I recall, read very much like the March 2000 application.

~~S. Bernstein~~Armstrong: The one you're referring to is the original provisional from August of 1999.

Becker: Yeah.

~~S. Bernstein~~Armstrong: Saying that if my argument holds, we have nothing of solid validity in that particular document.

Becker: No, what I'm telling you is that that document won't provide priority to this claim. In other words, our priority date will be Wednesday of this year, not Wednesday of last year...or not...

S. Bernstein: Because that provisional didn't provide somebody with ordinary skill in the art the ability to replicate what we did?

Becker: That's exactly right.

~~Bernstein~~Utley: March 24th

~~Bernstein~~...isn't that the one we're looking for?

Utley: March 24th?

Bernstein: Oh, no, that's the...

Utley: We're looking for the August one.

Bernstein: No, I'm looking for the provisional this claims to.
<Two separate conversations going on at once; difficult to hear and follow...>

Becker: Let me ask you this...

S. Bernstein: Then that's to say--and maybe I'll question my own logic now--is it enough to say that somebody understands that in the viewing window that you create zoom and then create [] ability?

Becker: As long as we just...

Armstrong: That optimized the particular...

~~S. Bernstein~~Armstrong: And all we did was help to clarify...

Becker: I think that's pretty convincing. You know, you don't have to enable all the ways of doing it; you just have to enable essentially one way of doing it.

Bernstein: Okay. Despite all of this, I still want a firm yes or no.

Becker: I think was actually critically really finally getting to the issue.

Bernstein: No, yeah, we are.

Becker: Away from the rhetoric of accusations and...

Bernstein: Okay, okay, right, but...

Becker: And fear-mongering and calling the investors. I think we've gotten to...

Bernstein: Well, I mean, we've got to deal with things. These are real fears meaning we definitely have real issues. But looking beyond that, which is fine, I've got still an unanswered question: Does Ray [Joa^o's] set of claims change tomorrow, Monday, whatever, so that we can protect ourselves? Now you've agreed that's a good strategy, Doug's agreed that's a good strategy, but yet I hear no execution strategy, and that's what I want to make 100% sure that I can get as much of what we've discovered into Ray's incompetent work, and I will call it that, as possible. And your work is far more superior. These are some issues, but, you know, there's issues...it's a large thing to grasp, and we'll get through it. But I want to change what Ray [Joa^o's] done, and that was my understanding that we're going to take the claims that we've discovered in this application you just filed and put them into that one, and that the worst that's going to happen is that the examiner will approve the earlier one of Ray and yours will fall away, the second one.

Armstrong: Did somebody just join this call?

Bernstein: No.

Armstrong: Did you hear that beep, beep, beep?

Becker: I did. I don't know if anyone has joined.

Bernstein: Si? Si?

Armstrong: Maybe he got off.

Bernstein: Yeah.

Armstrong: Okay.

Becker: Well, let's do this, Eliot. Let's say that...I know you are concerned about the August 10th date, why don't we say that we will make some amendments to the claims in the prior filings you're referring to, and we'll clean that up as best we can and make sure that we have the claim amendments...

Bernstein: <Aside to Utley> This is the one we filed?

Utley: <To Bernstein> That's the provisional.

Bernstein: <To Utley> That's the provisional?

Utley: <To Bernstein> Right.

Armstrong: What about correcting the math in the one from two days ago?

Becker: Yeah, then again, I don't know what was filed; and again it appears...I really need to consult with Doug on that.

Armstrong: Yeah, but if we're of understanding what we talked about today is what he filed, and I believe that's it, then what do we do to correct that? We should probably correct that by the 10th as well.

Becker: Okay. Right. That actually was more important with the 8/10 date because these changes are considered to be better, then we need to get a filing out by that date.

Armstrong: Okay.

Bernstein: And Steve, just to remind you on this point, I still definitely for a comfort level and to keep accusations at bay, just a letter of what's occurred, what my risks are, and what our strategies for execution are on this filing relating to as well fixing this one as well as relating it to Ray [Joao's]. If you could write that clearly to us, that gives us a lot of comfort level.

Becker: All right. Hopefully what I explained today about priority will help.

Bernstein: Well, this gives it the final touch of you can rest assured, I've got it in writing. That's what I need to comfort me that I've got a strategy, that everybody's on the same page, so to speak, so that page doesn't shift, so that we don't get off that strategy and we all stay focused on that one sheet. So that would be critical. And what is our next due date? Is that on the 10th or the 8th or something, or am I missing...

Utley: Well, the only reason the 10th has any potential bearing is because that's when the test license...

Bernstein: I'd like to beat that here, on this claim; because if we can beat the 10th here on Ray [Joao's] filing, that's what we need to do there, right?

~~Becker~~Armstrong: That's actually not an important date for Ray [Joao's] filing.

Bernstein: Yes, it is.

~~Becker~~Armstrong: An important date for the filing that we did a few [weeks? days?] ago.

Bernstein: No, no, it's the same date. Commercialization is commercialization, and how it relates is the same here to us.

~~Becker~~Armstrong: Okay.

Bernstein: You know what I mean?

Becker: Yeah, I guess I do.

Armstrong: I'll make just one other general comment, Steve. Everyone else knows this, but you don't. I was just brought into this process Tuesday as the first time I've ever reviewed any patents. I've held them for Eliot in the past but never reviewed them; and was probably surprised with what I found was that it was an extremely important and at least, to my understanding, we had very little time to get it right, and we're now paying the price, of course. To the extent that that can be avoided in the future through careful planning, updates, and contingencies, I suggest we have a plan for that.

Becker: Yep.

Armstrong: So. Just an overall comment.

Becker: That's a good comment. I think it's important to get things done as early as possible, and we certainly have tried to do that throughout the process.

Bernstein: Steve, can you do me one last favor?

Becker: Yes?

Bernstein: Shoot over to Jim the three video patents we filed. He's signed a disclosure on it—the one you gave us—encompassing him for all patents.

Becker: All right. Jim, what's your role?

Armstrong: I'm the Director of Sales and Marketing.

Bernstein: But he's also a shareholder.

Becker: Okay.

Armstrong: I've been with this since before anybody else.

Becker: I see.

Armstrong: It was just basically me and Eliot and Guy before anybody else started, but I've never been involved in the patent review.

Becker: Now you want me to send a copy of the filings...the video filings?

Bernstein: Yeah. Can you just fax them to him?

Becker: Sure. Let me make sure I've got this right. Okay. We've got three...no, five applications, about 100 pages. Is that fine?

Armstrong: Yes.

Bernstein: We have four. Sorry.

Armstrong: Are they emailable, or no?

Becker: Yeah, they are emailable.

Armstrong: Let's do that instead.

Becker: But then you don't have the figures. We can email....

Armstrong: Email those, and then just fax the figures?

Becker: Yeah.

Armstrong: Okay, cool. The fax number is 732-747-5569. Email is jim@iviewit.com.

Bernstein: And there's five video patents now. Correct, Steve?

Becker: I'm looking at my chart here: three US and three corresponding PCT [] applications that we wrote, and then there's a PCT video playback—that was the video playback invention—

Bernstein: Right.

Becker: And I think that's all.

Bernstein: Great. Let's get those out to Jim real quick. I'd like him reviewing those by the 8/10 date. Any changes, we're obviously going to try to revert to keep our 8/10 day as our commercialization day, giving us a little buffer if we're wrong.

Becker: All right.

Bernstein: You know what I mean? I mean because we don't know how people will interpret in the end what [Centrec? Centrack?] was, but to beat it would definitely give us a greater argument.

Becker: Yep.

Bernstein: So, all right, we'll pick this up...you're going to make those changes on this patent, correct?

Becker: I'm going to wait until I speak with Doug.

Bernstein: Okay, great.

Becker: To find out what was actually filed, and then we'll decide how best to proceed with amending that.

Armstrong: Steve, one more clarification. Did you say we have or have not had successful closure on the signing over of inventors' patents to the company?

Becker: I can't speak to that; Doug is working on that.

Armstrong: Okay, will you put that in our list of things to do...or your strategy that that gets completed?

Becker: Yeah.

Bernstein: Yeah, and B, I just signed as well as Brian and Jude and everybody. It's a large, thick document, so Doug should have an update, Steve, as to what is exactly signed. I think it was everything, correct? And we've got everybody here.

Armstrong: I've got emails that indicate that that was all done nine months ago.

Bernstein: No, it was, B, but then we filed patents; and then we thought the past was done, and now these new ones had to be done, so he came here, there was notaries here...it was, you know, it was a lot, but let's get an update on it.

Armstrong: I just want to see it in writing

Utley: In addition to that, everyone has individually signed a separate agreement with the company, conveying assigning to the company any intellectual property that's created as a result of their employment.

Armstrong: That I know. The key inventions, I just want to see that they've signed over because that's the value of the company right there. That's what I own stock in.

Bernstein: Correct. Okay. So let's get an update, and I think we're pretty close.

Armstrong: Okay.

Becker: Eliot, why don't we go through the list of things that you've asked me to do so we can be perfectly clear on this?

Bernstein: Okay.

Becker: The first is to amend Ray's PCT application, at least the claims, so that we have a good filing there, at least based on whatever Ray has in his specification. That's task #1.

Bernstein: Claims plus any additional language that's not new matter.

Becker: All right.

Bernstein: Okay.

Becker: You want a letter describing the...what was omitted or what was incorrect in this application filed Wednesday and to what extent that may have any bearing on rights.

Bernstein: Correct.

Becker: And also a course of action we feel is necessary to file new applications to amend these, make these corrections, or if there's something we feel we can do in an amendment that would not introduce new matter.

Bernstein: And our strategy going forward on this. By the way, that would mean our strategy as well on the video, correct? Because if there needs to be changes and the date did stick at 8/10, we need to make any changes we find by 8/10, correct?

Becker: Only if the changes are so substantial that they would jeopardize the ability of one skilled in the art to understand.

Bernstein: Okay, so critical errors. Okay. If we find them.

Becker: And that's why I think, you know...and if you're describing in your specifications how to make one, how to do it, provide most of the details. I mean, we've done a very detailed job of ...

Bernstein: No, I agree. I'm not...I agree. I see all that here.

Becker: Any time whatever we can get out of you guys in terms of describing how it works...that, in there when you describe a claim and there's an error, you know, there's an error in the math, will that dramatically affect and make it so somebody can't practice the invention at all, I don't know.

Bernstein: Right. So if it's critical by 8/10, it should be resolved. Correct?

Becker: With the video application, it doesn't help for us to go back and look at those. You guys go back and look at those and see if there's anything in there that you don't like.

Bernstein: Right. And if we find something in the claim, for example, that we don't like, we need to amend it by 8/10, right?

Becker: No.

Bernstein: Why?

Becker: Because the claims have to be supported by the specification as filed back on those dates, which were sometime in June...

Bernstein: Okay, but let's say all that fits, we also have the commercialization date.

Becker: The commercialization date...

Utley: I though <inaudible comment to Bernstein>

Bernstein: So we can go change the claims.

Becker: Typically [] prosecutions, as long as they're still supported by the specifications filed...

Bernstein: Right. So if we find any mistakes, we should change them, correct? In the video patents?

Becker: Yeah, as a general principle, that's a good idea.

Bernstein: Okay, good. All right. I think that sums up what we need. Send the letter to Si, myself, and Brian.

Becker: That's not a complete list of what you asked for me to do.

Bernstein: What else have we got? Sorry?

Becker: You've asked me to email to Jim Armstrong the three video applications and the playback application--the one playback application--

Bernstein: Right.

Becker: Now with respect to the video application, we have both PCT and US filings. Do you want us to send both of those? They've essentially identical--in fact, they are identical except the...

Bernstein: No. Just one.

Utley: Send the US.

Becker: All right, we'll send the US versions of those two. And we'll fax the figures. And element #4...Item #4 is to provide a written letter to Jim Armstrong regarding the assignment status of...

Bernstein: Well, that's to everybody. That's to Brian, Si, myself, Jim.

Becker: Brian, Si, Eliot, and Jim.

Bernstein: Right. Just giving us the update of where we are.

Armstrong: I think it's helpful to communicate to the shareholders.

Bernstein: Well, let's get it first, then we'll communicate at discretion, but I think we're there.

Becker: Okay, then, in terms of general things going forward: Eliot needs to be cc:'d on all correspondence relating to patents. Should we continue our practice of sending things to Brian?

Bernstein: Yeah.

Becker: All right, we'll continue our practice of sending things to Brian and cc:ing Eliot with copies.

Bernstein: Right, and I'd appreciate if all that email comes to iviewit.com. Therefore, I have copied records.

Becker: Are you saying you only want us to correspond with you via email, not letters? Not...

Bernstein: No, but if it is emails, iviewit.com emails because that gives me complete copied records on tape backups.

Armstrong: ~~De~~-don't send anything to any of us at a domain name other than iviewit.com, if you send it in email. |

Becker: That's the instructions?

Bernstein: Right.

Armstrong: Correct.

Becker: Don't send to any other email address besides one of your names at iviewit.com.

Bernstein: Correct.

Becker: Okay. Anything else in addition to those items?

Bernstein: Nope. Steve, I appreciate your taking the blunt end of this, I really do.

Becker: Well, I just wish you would not...

Bernstein: Well, we freaked out a little bit. You can understand that there's a reason to freak...I'm not just making this up. So based on that, let's try to resolve and move forward. |

Becker: Anything else?

Bernstein: Nope. Thanks very much.

1 Q. Okay. Other than that, he never
2 represented you as an attorney; he never
3 represented you in any case, nothing of that
4 sort?

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5 A. No.

6 Q. Now, when Mr. Wheeler first
7 introduced you to Iviewit, did he specify, other
8 than what we've already discussed, the purpose
9 for his introduction? Did he talk to anything
10 about a scope of employment or what your purpose
11 would be at the company, other than what you've
12 already described?

13 A. No. He said he was looking for
14 someone with a technology background who had the
15 potential to run the company.

16 Q. Now, with regard to Eliot Bernstein,
17 Jude Resario and Zakirul Shirajee, am I
18 pronouncing that correctly?

19 A. Why don't you spell it.

20 Q. Let's see, I got Z-A-K-I-R-U-L, last
21 name is S-H-I-R-A-J-E-E. Do you remember meeting
22 with those gentlemen, Eliot Bernstein and Jude
23 Resario and Zakirul Shirajee?

24 A. At a later point in time, yes.

25 Q. Okay. What was the time that you

1 met with them? 110

2 A. It was after I agreed to join the
3 company.

4 Q. Okay. So that was in the latter
5 part or the middle part of 99?

6 A. That was late August 99.

7 Q. And what exactly were meetings
8 consisting of when you met with those three
9 gentlemen?

10 A. Well, Eliot introduced them to me
11 and introduced them as having worked with him on
12 feasibility studies relative to his invention and
13 he indicated that perhaps we should consider them
14 for employment by the company.

15 Q. Okay. Did he ever mention to you
16 anything of their status as any inventors of any
17 IP or anything of that sort?

18 A. Well, they were, I believe, they
19 were named on several of the provisional patent
20 filings that had already been made.

21 Q. If you could, I mean, since you were
22 acting as president of the Iviewit entities, I'm
23 presuming that you're aware of all the inventions
24 or all the intellectual properties for which
25 Iviewit has filed patents; would that be a

1 A. I think you asked me that yesterday. 193

2 Q. I hate to be repetitive, but I'm
3 working from what I got.

4 A. Okay. That was, that should have
5 been July of 1999.

6 Q. How about Jude Zach, was he one of
7 the people involved with the development of the
8 Iviewit technologies?

9 MR. BERNSTEIN: That's two people,
10 Jude and Zach.

11 By MR. SELZ:

12 Q. I'm sorry, Jude and Zach?

13 A. That's what I was told.

14 Q. So, again, that's before your time
15 at Iviewit?

16 A. Yes.

17 Q. How about Todd Kloslosy, I think
18 K-L-O-S-L-O-S-Y, at Web Cast?

19 A. I don't recall anyone by the name of
20 Todd at Web Cast.

21 MR. BERNSTEIN: Scott.

22 By MR. SELZ:

23 Q. Scott. It's hard with the speaker
24 phone.

25 A. I'm sorry.

Incident Report Additional Name List

Boca Raton Police Department

OCA: 2001-054580

Additional Name List

NameCode/#	Name (Last, First, Middle)	Victim of Crime #	DOB	Age	Race	Sex
1) SB 2	UTLEY, BRIAN		10/27/1932	68	W	M
	Address 1930 Sw 8th St, Boca Raton, FL 33486-					
	Empl/Addr					
			H: 561-750-6876			
			B: 561-289-8145			

REPORTING OFFICER NARRATIVE

Boca Raton Police Department

OCA	2001-054580
Date / Time Reported	Wed 06/20/2001 10:12

Victim <i>IVIEWIT.COM, INC.</i>	Offense <i>EMBEZZLEMENT</i>	
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ON 06-20-2001 I SPOKE WITH WILLIAM KASSER(CONTROLLER) OF IVIEWIT.COM BY TELEPHONE. KASSER STATED THAT ON 04-27-2001, THE EX-PRESIDENT(BRIAN UTLEY) AND THE V.P. OF OPERATIONS(MICHAEL REALE) FOR THEIR COMPANY, STOLE 2 DELL MODIFIED COMPUTER/ENCODING MACHINES(UNKNOWN MODEL & SERIAL #) THAT WERE VALUED AT \$40,000.00. THE COMPUTERS WERE NAMED "THE BOMBER" AND "THE NITRO".

KASSER ADVISED ME THAT THESE COMPUTERS WERE MODIFIED TO ENCODE VIDEOS AND HAD LARGER DISK DRIVES AND VIDEO ENCODING CARDS INSTALLED. THIS IS WHAT MADE THEM SO VALUABLE. THESE COMPUTERS GENERATED REVENUE FOR THE COMPANY.

KASSER ADVISED ME THAT THEIR COMPANY WAS CLOSING THEIR BOCA OFFICE AT 2255 W. GLADES ROAD AT THE END OF APRIL AND RELOCATING TO CALIFORNIA, AND UTLEY AND REALE WERE BEING TERMINATED AT THAT TIME. ON UTLEY'S LAST DAY, HE HAD ADVISED KASSER THAT HE WAS INTERESTED IN PURCHASING 2 STANDARD DESKTOP COMPUTERS FROM THEM FOR \$1,000.00 A PIECE. KASSER AGREED, UTLEY GAVE 2 SEPARATE CHECKS FOR \$1,000.00 A PIECE, AND AT THAT TIME ALL OF THE COMPUTERS WERE BEING BOXED UP TO BE RELOCATED TO CALIFORNIA.

KASSER STATED THAT REALE WAS SUPERVISING THE PACKING OF THE COMPUTERS AND KNEW EXACTLY WHAT CONTENTS WERE IN EACH BOX. ONCE THE BOXES WERE PACKED, REALE GAVE UTLEY THE OKAY TO TAKE 2 BOXES CONTAINING THE MOST VALUABLE COMPUTERS AND NOT THE BOXES WITH THE STANDARD COMPUTERS.

KASSER THEN STATED THAT HE HAD FOUND OUT APPROXIMATELY 3 WEEKS LATER, ONCE THE BOXES HAD ARRIVED IN CALIFORNIA, THAT THE MOST VALUABLE COMPUTERS WERE NOT DELIVERED. AT THAT TIME, KASSER THEN CONTACTED UTLEY AND UTLEY ADMITTED THAT HIMSELF AND REALE HAD TAKEN THE MOST VALUABLE COMPUTERS AND TOLD KASSER THAT THEY WERE ONLY WORTH \$1,000.00 A PIECE ANYWAY. UTLEY WAS ASKED TO RETURN THESE COMPUTERS AND TAKE THE CORRECT ONES AND HE REFUSED.

I THEN SPOKE WITH ROSS MILLER, WHO IS THE COMPANIES ATTORNEY, WHO ADVISED ME THAT REALE WAS IN CHARGE OF PACKAGING EACH COMPUTER AND WRONGFULLY AND INTENTIONALLY LET UTLEY TAKE THE MOST VALUABLE COMPUTERS, WITHOUT CONSENT FROM ANYONE ELSE IN THE COMPANY. ROSS ALSO CONFIRMED ALL OF THE ABOVE INFORMATION GIVEN BY KASSER. ROSS ADVISED ME THAT HE HAD BEEN TOLD BY SEVERAL 3RD PARTIES THAT REALE AND UTLEY ADMITTED TO HAVING THE ABOVE STATED EQUIPMENT AND ASKED 3RD PARTIES FOR ASSISTANCE IN OPERATING IT. ROSS HAS A SUSPICION THAT THE EQUIPMENT MAY BE USED TO START A BUSINESS FOR REALE AND UTLEY.

ON 06-20-2001 AT 12:28 HOURS, I CONTACTED UTLEY AT 561-750-6876, WHO ADVISED ME THAT HE DID HAVE THE EQUIPMENT, BUT ADVISED THAT THE DEAL WAS STRAIGHT FORWARD AND HE POINTED OUT TO KASSER EXACTLY WHAT COMPUTERS HE WOULD BE TAKING AND ALL WAS AGREED ON. UTLEY ADVISED THAT HE PAID \$1,000.00 PER COMPUTER AND THAT IT WAS A GENEROUS OFFER . UTLEY BELIEVES THAT KASSER MUST HAVE DECIDED AFTER THE FACT THAT HE DID NOT RECEIVE ENOUGH MONEY FOR THESE COMPUTERS AND IS EXAGGERATING ABOUT THEIR \$40,000.00 VALUE.

ON 06-20-2001 AT 13:00 HOURS, I SPOKE WITH REALE AT 561-499-8850, WHO ADVISED ME THAT HE DID NOT HAVE ANY INVOLVEMENT IN ANY COMPUTER THEFT. REALE ADVISED

REPORTING OFFICER NARRATIVE

Boca Raton Police Department

Victim <i>IVIEWIT.COM, INC.</i>	Offense <i>EMBEZZLEMENT</i>	OCA <i>2001-054580</i>
		Date / Time Reported <i>Wed 06/20/2001 10:12</i>

ME THAT UTLEY HAD POINTED OUT THE COMPUTERS THAT HE WAS GOING TO PURCHASE FOR \$1,000.00 EACH AND THAT IS WHAT WAS TAKEN WHEN THEY LEFT THE COMPANY. REALE STATED THAT PAYING \$1,000.00 FOR EACH OF THE COMPUTERS THAT THEY TOOK WAS A VERY GENEROUS OFFER, DUE TO THEIR AGE AND VINTAGE. REALE STATED THAT THE COMPUTERS HAD STANDARD HARDWARE, SO THE VALUE THAT WAS GIVEN BY KASSER WAS WAY ABOVE IT'S FAIR MARKET VALUE. REALE STATED THAT HE HAS MANY YEARS OF EXPERIENCE WITH COMPUTERS AND KNOWS WHAT THEY ARE WORTH. REALE FEELS THAT KASSER'S COMPLAINT IS MOTIVATED BY EMOTIONS AND NOT MONEY.

I ADVISED THE COMPLAINANT TO CONTACT THE P.D. IF THERE IS ANY ADDITIONAL INFORMATION, AND I WAS ASKED BY KASSER TO PLEASE HAVE SOMEONE CONTACT HIM REGARDING AN INVESTIGATION INTO THIS MATTER.

Incident Report Suspect List

Boca Raton Police Department

OCA: 2001-054580

1	Name (Last, First, Middle) <i>Utley, Brian</i>				Also Known As				Home Address <i>1930 SW 8TH ST BOCA RATON, FL 33486 561-750-6876</i>			
	Business Address <i>561-289-8145</i>											
	DOB. <i>10/27/1932</i>	Age <i>68</i>	Race <i>W</i>	Sex <i>M</i>	Hgt	Wgt	Hair	Eye	Scars, Marks, Tattoos, or other distinguishing features			
<i>Reported Suspect Detail</i>		Suspect Age			Race	Sex	Height		Weight	SSN <i>528-40-3812</i>		
Weapon, Type		Feature		Make		Model		Color	Caliber	Dir of Travel		
VehYr/Make/Model			Drs	Style		Color	Lic/St		Mode of Travel VIN			
Notes						Physical Char						

CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 02/27/2002 10:35

Boca Raton Police Department

OCA: **2001054580**

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *Exceptionally Cleared*

Offense: *EMBEZZLEMENT*

Case Mng Status: *Exceptionally Cleared*

Occured: *04/27/2001*

Investigator: *MEYER, S. P. (528)*

Date / Time: *08/08/2001 16:17:26, Wednesday*

Supervisor: *(0)*

Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Follow Up*

06/26/2001 at 14:00 hours I spoke to William Kasser concerning the theft of computers from Ivewit.Com. William Kasser, who is the Controller for Ivewit.Com, verified that all of the information on the original report was accurate. Kasser advised that the Ex-President of the Boca branch of Ivewit.Com, Brian Utley, stole two Hi-tech computers from the Company after he was terminated from his position.

Kasser found out that the hi-tech computers, the "Nitro" and the "Bomber", were missing when he received a phone call from Eliot Bernstien in California. Kasser was told later by Michael Reale that Brian Utley had the Bomber and the Nitro. Kasser feels that Reale assisted Utley in stealing the computers from the Company when he was packaging the computers.

When Kasser called Utley Kasser asked Utley if he had the bomber and the Nitro. Utley told Kasser that he had the Nitro and Bomber and that he legally purchased the computers from the company for \$1000.00 each. Kasser was present when Utley asked Ross Miller if he could purchase two of the computers from the Company for \$1,000.00 each. Kasser told Utley that the deal was for two of the generic computers, not the Nitro and the Bomber. Kasser told me that Utley knew that the Nitro and the Bomber were worth \$40,000.00. Utley told Kasser that he was not going to return the computers to the Company.

06/27/2001 at 10:30 hours I went to Ivewit.Com and I spoke to Ross Miller concerning this case. According to Miller, Utley approached him on May 3rd while Utley was cleaning out his office. Utley asked Miller if he could purchase his desktop computer and another generic computer from the business. Miller pointed to the generic computers in the general office area and he stated, "your computer and one of those computers". Utley confirmed that he wanted to purchase his office computer and one of the computers Miller was pointing to.

Miller told me that there was no way that Utley could have confused the Bomber and Nitro for two of the generic computers. First of all, the generic computers were still not boxed and sitting on the desks in the general area of the business. The Bomber and Nitro were already boxed and sitting in the hi-tech room, which is separate from the general office area. Second of all, Utley knows that the Bomber and the Nitro are the two most hi-tech computers in the business. Being President of the Company Utley knew that the computers were worth \$40,000.00. Even if Utley grabbed the wrong computers from the Company he was well aware of what he had when he opened the boxes.

06/29/2001 at 11:30 A.M. Detective Ganci and I drove to Utley's house, which is located at 1930 SW 8th Street in Boca Raton. According to Utley he had possession of the Nitro and the Bomber. Utley told me that he purchased the computers from Ross Miller for \$1,000.00 each. Utley told me that the Nitro and the Bomber were only worth \$1,000.00 each. Utley told me that the software on the Bomber and the Nitro was outdated and no longer worth \$40,000.00. Utley told me that the software on the computer might have been worth \$40,000.00 at one point.

When I asked Utley where the computers were he told me that they were out of the state. Utley then stated, "if the Company gives me \$40,000.00 for the computers I will subtract that from the lawsuit I am filing against them". I told Utley that I would be filing charges against him for grand theft if he did not return the computers to Miller or Kasser. Utley told me that he would speak to his lawyer and then called me with his decision.

CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 02/27/2002 10:35

Boca Raton Police Department

OCA: **2001054580**

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *Exceptionally Cleared*

Offense: *EMBEZZLEMENT*

Case Mng Status: *Exceptionally Cleared*

Occured: *04/27/2001*

07/02/2001 at 08:30 hours I called Utley's Attorney, Bart Houston, after hearing a message on my answering machine from Houston. Houston told me that Utley agreed to return the Bomber and Nitro to Ivewit.Com. Arrangements were made to have Utley bring the computers to the Police Department and give them to William Kasser on 07/13/2001 at 09:30 hours.

07/02/2001 09:45 hours I advised Kasser to come to the Police Department on 07/13/2001 at 09:30 hours to receive the computers from Utley.

07/13/2001 at 09:30 hours I met Kasser and Utley and at the Police Department for the return of the computers. Kasser handed Utley a check for \$2,000.00 and Utley gave Kasser the Bomber and the Nitro. When Utley returned the computers he did not return the monitors. Utley agreed to send Kasser a check for \$200.00 in the mail for the computer monitors.

Because Utley returned the computers Kasser told me that his Company no longer wanted to press charges against Utley for the theft of the computers. Kasser signed a refusal to prosecute form, which was turned in with the file. Written statements from Kasser and Miller were put into evidence at the Police Department.