

SETTLEMENT AGREEMENT

Recitals

WHEREAS, Steven Silvers ("Mr. Silvers") filed a lawsuit against Google Inc. ("Google") in the United States District Court for the Southern District of Florida (Civil Action No. 05-80387) ("the Lawsuit");

WHEREAS, Google joined Stelor Productions, LLC ("Stelor") and Steven A. Esrig ("Esrig") as counterclaim defendants and also filed a counterclaim against Mr. Silvers;

WHEREAS, Stelor was previously a licensee of Mr. Silvers, and has now assumed all of Mr. Silvers' rights, including ownership of the trademark registration for GOOGLES & Design and the googles.com domain name and website;

WHEREAS, Stelor has substituted for Mr. Silvers as the plaintiff in the Lawsuit;

WHEREAS, Google has dismissed its counterclaims and dropped Mr. Esrig and Mr. Silvers as parties to the case;

WHEREAS, Google has denied the allegations in the Complaint and First Amended Complaint in the Lawsuit;

WHEREAS, Stelor is developing on the googles.com website a dedicated "child safe" website featuring the GOOGLES trademark, specific cartoon characters, a story line and related products and services such as product tie-ins, music, videos and toys;

WHEREAS, Stelor has developed and/or seeks to develop further functionality on the googles.com website;

WHEREAS, Google is in the business of providing, among other things, an internet search engine and related services and products;

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WHEREAS, Stelor and Google believe that the parties' business activities can, subject to the terms of this Agreement, co-exist and not create a likelihood of confusion as to the source or origin of the parties' respective goods or services; and

WHEREAS, Stelor and Google seek to resolve their respective claims against each other.

IT IS HEREBY AGREED as follows:

1. **Dismissal.** The parties shall execute a stipulation of dismissal with prejudice, and without costs to either party, in a form substantially like that attached as Exhibit 1. Neither party shall reassert any claims against the other unless a material change occurs in the nature of the other party's activities with respect to the use of "Google" or "Googles" that is not consistent with the terms of this Agreement and is likely to cause consumer confusion.
2. **Mutual Avoidance of Acts That Might Cause Confusion.** Neither party will intentionally take any acts that suggest a relationship or affiliation between the parties, their products, or their services. The parties further agree to refrain from disparaging one another, and from cooperating directly or indirectly with any third party in trademark litigation or any other trademark dispute against the other party, except as required by law. Stelor also agrees to expressly and prominently disclaim any affiliation with Google on the googles.com website so as to further decrease the likelihood that users of the googles.com site will be confused as to any affiliation between the parties.
3. **Googles.com.** Stelor agrees that it will not, on the googles.com website, put content or a link to content that: (1) is pornographic or immoral; (2) mimics or is intended to resemble the layout or appearance of google.com or any other Google website that contains "google" in the URL, or that suggests any association, sponsorship, or relationship with Google; or (3) that parodies or criticizes Google or its business, or that tarnishes Google, its business, or

its trademarks in any manner. Google acknowledges that Stelor can use the mark GOOGLES in connection with the website googles.com, provided such use is consistent with the terms of this Agreement.

4. **Googles Search Functionality.** The parties acknowledge and understand that this Agreement permits Stelor, subject to the terms of this Agreement, to offer limited functionality under the mark GOOSEARCH, or another mark that is not confusingly similar to GOOGLE, that will search for results across a database of child-friendly sites manually reviewed and compiled by Stelor. Google has no objection to Stelor offering the services described in this paragraph under the mark GOOSEARCH via the googles.com website.

5. **Googles Email Services.** Google agrees to, within 30 days of the date of this agreement or as soon as practicable provided that Google uses its best efforts, effectuate the assignment and transfer of the domain name goomail.com to Stelor. Subject to and upon the assignment of the goomail.com name to Stelor, Stelor agrees that it will not utilize for email the suffix "@googles.com," or any other suffix that is confusingly similar to "@google.com," without Google's express written permission. Google has no objection to the use by Stelor of the domain names goomail.com and/or planetgoo.com in connection with email services under the mark GOOMAIL. Google has no objection to Stelor offering the Googles Email services under the GOOMAIL mark via the googles.com website.

6. **Agreement as to Current Activities.** Subject to the terms of this Agreement, the parties acknowledge that the business activities of the respective parties as of October 31, 2008, do not create a likelihood of confusion vis-à-vis the other party's trademark rights.

7. **Google.com.** Google agrees that it will not intentionally make material modifications to its current offering of products or services in a manner that is likely to create



confusion in connection with Stelor's present business. Google will not, for example, create, develop and publish fictional children's books, fictional children's videos, or other fictional children's related content that have a title of "GOOGLE" or a "GOOGLE-" formative title or mark. Subject to and without in any way limiting this paragraph, the parties agree that nothing in this Agreement precludes Google from, among other things: (1) offering any of its core products and services, such as providing search services, including searches for third-party products, services, or content directed at children or children's products or services; (2) from selling advertising in any manner; (3) from selling or distributing collateral, marketing and/or promotional materials, tangential to its core business, for the purpose of promoting its core business, such as products and clothing that contain the famous Google logo (e.g., Google's current distribution and sales of such promotional material at the Google store); or (4) selling, publishing and/or distributing content by third parties (e.g., books available through Google's Book Search service and related services).

8. **Pending Google Trademark Applications.** Google agrees to delete from the description of goods and/or services in any of its pending U.S. trademark applications for GOOGLE and/or GOOGLE- formative marks reference to "children's" goods or services. For example, Google agrees that it will not seek registration of marks in connection with "children's books."

9. **Pending Googles Trademark Applications.** Stelor agrees to amend U.S. Trademark Application Serial No. 78/420234 for the mark "GOOGLES" by: (a) deleting class 38 from the application, and (b) amending the class 42 recitation in the application to read "providing information of interest to children at the specific request of end-users via global computer networks." Subject to Stelor's compliance with the terms of this paragraph, Google

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agrees that it will not object to U.S. Trademark Application Serial No. 78/420234 for the mark "GOOGLES". Google further does not object to U.S. Trademark Application Serial No. 76/591386 for the mark "GOOGLES EDUTAINMENT".

10. **Release.** Subject to the provisions of this Agreement, each party, including his or its respective employees, agents or representatives, hereby releases, waives and discharges any and all claims, counterclaims and defenses that would or could have been brought against the other party, including his or its employees, agents or representatives for activities that occurred prior to execution of this Settlement Agreement. This release, waiver and discharge includes any and all claims, demands, liens, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, damages, judgments, orders in liability of whatever kind or nature in law, equity or otherwise, whether known or unknown, which the releasing party now owns or holds, or has at any time heretofore owned or held, in respect to or for, upon, or by reason of, in whole or in part, any conduct, course of conduct, matter, act, mission, cause or thing whatsoever occurring prior to this Agreement.

11. **Integration.** This Agreement constitutes the entire understanding and agreement relating to the subject matter hereof, and supersedes all previous communications, proposals, representations, and agreements, whether oral or written, relating hereto.

12. **Modification.** This Agreement may be modified only by an agreement signed by all parties.

13. **Term of Agreement.** The restrictions above on each parties' use of their respective trademark shall terminate if and when the other party abandons its use of "GOOGLE" or "GOOGLES".




14. **Execution of Agreements in Counterparts.** This Agreement may be executed by facsimile and in counterparts, and execution by each party of one of such counterparts will constitute due execution of this Agreement.

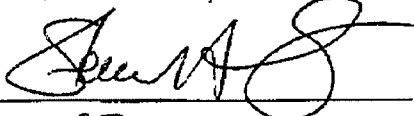
15. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successor and assigns of the parties.

16. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of New York, without giving effect to principles of conflicts of law. The parties agree and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York for any litigation arising out of or related to this Agreement or brought between the parties. In the event federal jurisdiction is not available, the appropriate state court in and for New York, New York shall have exclusive venue and jurisdiction.

GOOGLE INC.

By: 
Name: TIMOTHY L. ALLEN
Title: DEPUTY GENERAL COUNSEL
Date: 12/16/08

STELOR PRODUCTIONS, LLC

By: 
Name: STEVEN A. KEVIG
Title: CEO / PRESIDENT
Date: 12/15/2008