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EMP&A[®]
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March 31, 2011

**SENT VIA EMAIL TO tlyons@skyhorsepublishing.com
& VIA FEDEX OVERNIGHT DELIVERY**

FOR SETTLEMENT PURPOSES ONLY – F.R.E. 408

Tony Lyons, Esq.
Skyhorse Publishing, Inc.
307 West 36th Street, 11th Floor
New York, New York 10018

Re: Dervaes Institute Trademarks and Copyrights

Dear Mr. Lyons:

My client, the Dervaes Institute and Jules Dervaes of Pasadena, California (collectively, “Dervaes”) rejects your proposal for settlement of this matter as described in your email of March 30, 2011. Dervaes in no way grants any permission to Skyhorse Publishing, Inc., its authors, or any related entities to use any trademarks or copyright protected materials owned by Dervaes. As noted previously, it is our opinion that any use of URBAN HOMESTEADING[®] and URBAN HOMESTEAD[®] as part of brand name or slogan used in connection with publications and blogs, posters, brochures, websites, clothing or other promotional materials for publications in field of sustainable living is a violation of the Dervaes registered trademark rights.

We first notified you in writing on February 16, 2011, of the Dervaes trademarks. Your proposal six weeks later falls well short of a resolution that respects and protects the intellectual property rights of Dervaes and their value. Your assertion that you cannot change the title “at this point for a number of reasons” is unsupported and does not relate to any circumstances within Dervaes’ control.

Although my client has attempted in good faith to resolve this matter amicably and without litigation, because you have indicated that Skyhorse is unwilling to comply with our requests, Dervaes has no choice but seek protection of its rights in court. Unless we receive written confirmation by the close of business on Friday April 1, 2011 that Skyhorse will comply immediately with each of the demands detailed in my letter of February 16, 2011 letter (and a subsequent more formal agreement detailing those terms), Dervaes intends to seek an injunction, along with any damages and attorney’s fees, against Skyhorse.

Nothing contained in or omitted from this letter shall be used to prejudice the rights and remedies of the Dervaes Institute or Jules Dervaes, all such rights hereby being expressly reserved.

Sincerely,



Erik M. Pelton

EXHIBIT E