

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7343692

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FITLETIC SPORTS, LLC	05/04/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	STARRY LIMITED
<b>Street Address:</b>	UNIT 4A, 12 SHIPYARD LANE
<b>City:</b>	QUARRY BAY
<b>State/Country:</b>	HONG KONG
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D819962
<b>Patent Number:</b>	D831340
<b>Patent Number:</b>	D831341
<b>Patent Number:</b>	D835402
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(954)523-2872
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	954-712-5158
<b>Email:</b>	cconstantino@bergersingerman.com
<b>Correspondent Name:</b>	BERGER SINGERMANN LLP
<b>Address Line 1:</b>	201 E LAS OLAS BLVD., SUITE 1500
<b>Address Line 4:</b>	FT. LAUDERDALE, UNITED STATES 33301
<b>ATTORNEY DOCKET NUMBER:</b>	30341.0001
<b>NAME OF SUBMITTER:</b>	GEOFFREY LOTTENBERG
<b>SIGNATURE:</b>	/Geoffrey Lottenberg/
<b>DATE SIGNED:</b>	05/23/2022
<b>Total Attachments: 36</b>	
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## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** (this “Agreement”) dated as of this 4th day of May, 2022, is made by Fitletic Sports, LLC, a Florida limited liability company (“Debtor”) and Starry Limited (“Secured Party”).

### Preliminary Statement

WHEREAS, on September 3, 2021 Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the case titled *In re: Fitletic Sports, LLC, Debtor*, Case No. 21-18642-LMI (the “Bankruptcy Case”) in the United States Bankruptcy Court for the Southern District of Florida, Miami Division (the “Court”), and thereafter operated its business as a debtor and debtor-in-possession in the Bankruptcy Case under the jurisdiction of the Court; and

WHEREAS, on March 7, 2022, Debtor filed with the Court in the Bankruptcy Case an Amended Small Business Debtor Plan of Reorganization for Subchapter V, Chapter 11 (the “Plan”), a copy of which is attached to this Agreement as Exhibit 1; and

WHEREAS, on March 23, 2022 the Court confirmed the Plan pursuant to that certain Order Confirming the Debtor’s Subchapter V Plan for Reorganization (the “Confirmation Order”), the Confirmation Order became final, and, provided that the condition to the effectiveness of the Plan set forth in Section 11(b) of the Plan is satisfied, the Plan shall become effective on May 4, 2022; and

WHEREAS, under the confirmed Plan, Secured Party is the holder of an allowed Class 2 secured claim in the outstanding unpaid amount of \$42,392.50 (the “Allowed Secured Claim”) and the holder of an allowed unsecured Class 3 claim in the outstanding unpaid amount of \$698,362.50 (the “Allowed Unsecured Claim”); and

WHEREAS, under the confirmed Plan, and in accordance with the terms thereof, Debtor is obligated to pay to Secured Party the full amount of the Allowed Secured Claim on or before September 30, 2025 and to pay to Secured Party the Allowed Unsecured Claim in quarterly payments, with payment in full on or before September 30, 2025; and

WHEREAS, the Plan contemplates that Debtor will enter into a security agreement in favor of Secured Party to secure Debtor’s obligations to Secured Party under the Plan, including, without limitation, Debtor’s obligation to make timely payments to Secured Party thereunder; and

WHEREAS, the parties hereto desire to enter into this security agreement (being the “Debtor Security Agreement” referred to in the Plan) to evidence Debtor’s agreement to secure its obligations to Secured Party under the Plan;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties, intending to be legally bound, agree as follows:

### Agreement

1. Preliminary Statement. The Preliminary Statement set forth above is incorporated into and made a part of this Agreement. As used in this Agreement, the following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

“Intellectual Property” means all past, present and future: Patents; Trademarks; trade secrets and other proprietary information; service marks, business names, Internet domain names, designs, logos, trade dress, slogans, indicia and other source and/or business identifiers, domain names, social media accounts, website content, and the goodwill of the business relating to any of the foregoing, and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including copyrights for computer programs and software) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights, and all extensions and renewals thereof; unpatented inventions (whether or not patentable); industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right, but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and all common law and other rights of any kind accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties conventions, and otherwise throughout the world.

“Patents” means all of the following now owned or hereafter acquired by Debtor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, extensions, and reexaminations thereof, and amendments thereto, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

“Trademarks” means all of the following now owned or hereafter acquired by Debtor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

“UCC” means the Uniform Commercial Code as in effect in the State of Florida on the date of this Agreement, as it may be amended or modified from time to time hereafter; provided, however, that, as used in Section 5 hereof, UCC shall mean the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

2. Grant of Security Interest. Debtor hereby assigns and pledges to Secured Party, and hereby grants to Secured Party a first priority security interest in, all of Debtor’s right, title and interest in and to all of the following property and assets of Debtor, in all cases whether now or hereafter existing and whether now owned or hereafter acquired (collectively, the “Collateral”):

a. all Intellectual Property of Debtor, including, without limitation, the Patents, Trademarks and domain name set forth on Exhibit 2 attached hereto and made a part hereof; and

b. all royalties, fees, income, and payments now or hereafter due or payable with respect to any of the foregoing, and all proceeds, products, offspring, rents, issues and returns of and from any of the foregoing.

3. Security for Obligations. This Agreement secures (i) all obligations of Debtor to Secured Party, monetary or otherwise, under the Plan, including, without limitation, the obligations of Debtor to make timely payments in respect of the Allowed Secured Claim and the Allowed Unsecured Claim, to timely cause inspections to be made as provided in the Plan, to timely remove the Starry Class 2 Goods (as defined in the Plan) and the Reworked Finished Goods (as defined in the Plan) from the Secured Party's warehouse, and to timely remit payments from sales of Starry Class 2 Goods and raw materials to Secured Party, in each case as set forth in the Plan; and (ii) the payment and performance in full of all other obligations, debts and liabilities of whatever nature or type of or owed by Debtor to Secured Party under this Agreement (collectively, the "Obligations").

4. Representations and Warranties. Debtor represents and warrants that:

a. Debtor owns the Collateral free and clear of all liens, encumbrances and adverse claims (except for the security interest created hereby);

b. This Agreement creates a valid first priority security interest in the Collateral, securing the payment of the Obligations, and all filings and any other actions necessary or desirable to perfect and protect such security interest have been or will be duly taken by Debtor;

c. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the granting or perfection of a security interest in the Collateral (other than, with respect to perfection, the filing of a UCC-1 financing statement in the State of Florida, filing with the United States Patent and Trademark Office, and the filings required by foreign jurisdictions);

d. The party executing this Agreement on behalf of Debtor has all necessary corporate authority and is duly authorized on behalf of Debtor to execute and deliver this Agreement; and

e. Debtor is a duly organized and validly existing limited liability company in the State of Florida in good standing and is duly and validly authorized to do business in all jurisdictions in which it does business and is required to be so authorized.

f. All Patents and Trademarks owned or utilized by Debtor are set forth on Exhibit 2 attached hereto. All such Intellectual Property is valid and has been duly registered or filed with all appropriate governmental authorities and constitutes all of the Patents and Trademarks used by Debtor in the operation of its business. There is no objection to or pending challenge to the validity of any of Debtor's Intellectual Property and Debtor is not aware of any grounds for any challenge. None of Debtor's Intellectual Property infringes on the rights of any third parties, and Debtor has not received any notice claiming an infringement by Debtor relating to the use of any of its Intellectual Property. None of the Intellectual Property owned by Debtor is licensed to any third party, and, except for licenses of the Patents and Trademarks described on Exhibit 3 attached hereto between Debtor, as licensee, and Shifra Pomerantz, as licensor (the "Licenses"), Debtor does not license any of the Intellectual Property used in the conduct of its business. There are no written agreements between Shifra Pomerantz and the Debtor relating to the Licenses.

g. The filings for the Foreign Trademarks identified on Exhibit 2 hereto incorrectly name the applicant as "Fitletic LLC" rather than Fitletic Sports, LLC, but such filings were made on behalf of, and such foreign trademarks are owned by, Debtor.

5. Further Assurances. Debtor agrees it will promptly execute and deliver all further instruments and documents, and take all further actions, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted by this Agreement, including any filings or registrations required in any foreign jurisdictions. Debtor authorizes Secured Party to execute and file any UCC financing statements and other documents in any jurisdictions (including any foreign jurisdictions) that may be necessary to perfect and protect any security interest granted by this Agreement and, if permitted by law, to file any such financing statements and other documents without the signature of Debtor. In addition, Debtor shall, at Debtor's expense and at the request of Secured Party, correct the filings of the Foreign Trademarks identified on Exhibit 2 hereto in each foreign jurisdiction to name the applicant and owner of the applicable trademark as Fitletic Sports, LLC.

6. Covenants of Debtor.

a. Debtor shall not change its jurisdiction of organization without notifying Secured Party in writing, at least thirty (30) days prior thereto, of any such change or any change in Debtor's name or the adoption by Debtor of a trade name, assumed name or fictitious name, and, in such event, Debtor shall execute and deliver to Secured Party (and Debtor agrees that Secured Party may execute and deliver the same as Debtor's irrevocable attorney-in-fact or file without Debtor's signature, if permitted by applicable law) new UCC-1 financing statements or amendments thereto describing the Collateral for recordation where necessary or appropriate as determined in Secured Party's sole discretion to perfect and/or continue to perfect Secured Party's security interest in the Collateral based upon such new jurisdiction of organization and/or change in or adoption of name, and Debtor shall pay all filing and recording fees, costs and charges and taxes in connection with the filing and/or recordation of such financing statements.

b. Debtor shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims against, the Collateral.

c. Debtor shall not (i) permit any liens or security interests to attach to any of the Collateral (other than the lien and security interest granted under this Agreement), or (ii) permit any of the Collateral to be levied upon under legal process, or (iii) dispose of any of the Collateral, in each case without the prior written consent of Secured Party, which may be granted or withheld in Secured Party's sole discretion.

d. Debtor shall not amend, modify, extend or terminate any Licenses, without the prior written consent of Secured Party.

e. Debtor shall not take or permit the taking of any action or fail to take any action which could impair the value of the Collateral, or which would be inconsistent with any of the provisions of this Agreement.

7. Secured Party Appointed Attorney-In-Fact. Debtor hereby irrevocably appoints Secured Party Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, Secured Party or otherwise, from time to time in Secured Party's discretion on and after the occurrence of any Event of Default, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement.

8. Default; Remedies.

a. Each of the following shall constitute an “Event of Default” hereunder:

(i) Debtor fails to timely pay or duly perform or observe any obligation of Debtor to Secured Party set forth in the Plan or in this Agreement, including the Obligations, which failure, if it is capable of being cured, remains uncured for thirty (30) days after written notice is given to Debtor by Secured Party; or

(ii) any representation or warranty made by Debtor in this Agreement shall prove to have been false or misleading in any material respect when made; or

(iii) any Event of Default occurs under that certain Guaranty and Security Agreement of even date herewith made by Shifra Pomerantz in favor of Secured Party and her failure to cure such default during any applicable cure period; or

(iv) loss, sale or encumbrance of any of the Collateral, or the making of any levy, seizure or attachment on the Collateral, or the entry of any judgment against the Debtor, in each case that remains unstayed for ten (10) days or more; or

(v) appointment of a receiver for any of the Collateral; or

(vi) any default occurs under the Plan that results in a creditor thereunder (including Secured Party) instituting an action to enforce the provisions of the Plan and the Debtor is unable to cure said default as provided under the Plan; or

(vii) the subsequent bankruptcy or insolvency of Debtor.

b. If any Event of Default shall have occurred and be continuing:

(i) Secured Party may accelerate the maturity of the Obligations upon notice to Debtor (except that upon any bankruptcy or insolvency of Debtor, the Obligations shall automatically accelerate, with no notice being required), whereupon the Obligations shall become immediately due and payable in full.

(ii) Secured Party or its nominee shall be entitled, at its option, to collect and receive all or any part of the Collateral and Debtor hereby irrevocably appoints Secured Party as the attorney-in-fact of Debtor, with full power of substitution to do so, including for the purpose of giving notices and receipts in Debtor's name and performing such other acts in connection with any of the Collateral as Secured Party in its sole discretion may determine to be appropriate, all at the cost of Debtor and without any liability whatsoever on the part of Secured Party. If Debtor shall receive proceeds of any Collateral, Debtor shall be deemed to have received same in trust and as fiduciary for Secured Party, and will forthwith, upon receipt of all checks, drafts, cash and other remittances, deliver same to Secured Party in the form received, except for the endorsement of Debtor where necessary to permit collection.

(iii) Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and also may (A) require Debtor to, and Debtor hereby agrees that it will upon request of Secured Party, forthwith, assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both

parties and (B) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or a properly noticed private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for other property, for future delivery, and for such price or prices and upon such other terms as Secured Party in its sole discretion may determine, Debtor hereby waiving and releasing any and all right or equity of redemption whether before or after the sale hereunder. At any sale, Secured Party or other holder of the Obligations or any designee or nominee of Secured Party or such holder may bid (which bid may be in whole or in part in the form of cancellation or reduction of indebtedness) for and purchase for the account of Secured Party or other holder of the Obligations the whole or any part of the Collateral. Debtor agrees that to the extent notice of sale shall be required by law, at least ten (10) days' notice to Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may, without notice of publication, adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Debtor agrees that any sale of Collateral made by Secured Party in accordance with this section shall be commercially reasonable.

(iv) Secured Party shall also have the right to enforce the Obligations and foreclose upon the Collateral by a suit or suits at law or in equity and to sell the Collateral, or any portion thereof, pursuant to a judgment or decree of a court or courts of competent jurisdiction.

(v) All cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter applied in whole or in part by Secured Party against, all or any part of the Obligations in such order as Secured Party shall elect. If the proceeds of the Collateral, after application as aforesaid, are not adequate to pay the Obligations in full, the Debtor shall remain fully liable for the deficiency. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Obligations shall be paid over to Debtor or to whomsoever may be lawfully entitled to receive such surplus.

c. General Provisions Regarding Remedies.

(i) It is expressly agreed that Secured Party may, at its option, exercise any rights or remedies hereunder or at law or in equity with respect to less than all of the Collateral such as, more specifically, with respect only to receipt of distributions and proceeds in respect of the Collateral, leaving unexercised its rights with respect to the remainder of the Collateral, provided, however, that such partial exercise shall in no way restrict or jeopardize Secured Party's right to exercise its rights with respect to all or another portion of the remainder of the Collateral at a later time or times.

(ii) Neither failure nor delay on the part of Secured Party to exercise any right, remedy, power or privilege provided for herein or by statute or at law or in equity shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party may also at any time cease to enforce any of its rights and powers hereunder and suspend any actions or abandon any rights, responsibilities or benefits arising hereunder.

(iii) No right or remedy herein conferred upon or reserved to Secured Party is



intended to be exclusive of any other right or remedy, and Secured Party may exercise all rights and remedies given hereunder, under the Plan, or now or hereafter existing at law or in equity.

(iv) Any payment made or expense incurred by Secured Party (including, without limitation, reasonable counsel fees and expenses and all costs and expenses incurred in the care, safekeeping, collection, sale and delivery of the Collateral or any part thereof, whether suit be brought or not) in connection with the exercise of any of its rights or remedies shall be included in the indebtedness owed by the Debtor to Secured Party, with interest from the date of demand until paid at the maximum rate permitted by applicable law and shall be secured hereby.

9. Obligations Not Impaired. Debtor hereby waives diligence, presentment, demand, protest and notice of any kind whatsoever in respect of the Obligations or the Collateral, except as specifically set forth herein, as well as any requirement that Secured Party exhaust any right or remedy or take any action in connection with the Obligations or this Agreement. Debtor agrees that Secured Party may exercise its rights with respect to (a) any obligor in respect of the Obligations, and (b) any collateral security for any of the Obligations, all in such order and by such means as Secured Party shall select in its sole and absolute discretion. Debtor further waives all right to have any security for the Obligations marshaled upon the exercise of any remedies permitted hereunder or under any other instrument securing the Obligations and agrees that Secured Party shall have the right to proceed against any of the Collateral irrespective of any actions taken by Secured Party with respect to any other collateral security for, or any other obligor for, any of the Obligations. The obligations of Debtor under this Agreement shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by any circumstance or occurrence whatsoever, including, without limitation, (i) any renewal, extension, amendment or modification of this Agreement, or any assignment or transfer of any thereof; (ii) any waiver, consent, extension, indulgence, release, settlement, or other action or inaction under or in respect of any of this Agreement, the Obligations, any obligor in respect of the Obligations, or any other collateral security therefor; (iii) any furnishing of any additional security to Secured Party or any acceptance thereof or any release of any security by Secured Party; (iv) any limitation on any party's liability or obligations under any such instrument or agreement or any invalidity or unenforceability, in whole or in part, of any such instrument or agreement or any term thereof; or (v) except as set forth in the Plan and the Confirmation Order, or otherwise in the Bankruptcy Case, any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation, or other like proceeding relating to Debtor, or any action taken with respect to this Agreement by any trustee or receiver, or by any court, in any such proceeding, whether or not Debtor shall have notice or knowledge of any of the foregoing.

10. Amendment, Successors, Headings, Counterparts. This Agreement may not be amended, modified, waived, discharged or terminated orally, but only by an instrument in writing duly signed by the party against whom enforcement is sought. This Agreement shall inure to the benefit of, and be binding upon, Debtor and Secured Party and their respective successors and assigns. Secured Party may assign, in whole or in part, any or all of its rights, title and interests under this Agreement, to any assignee of Secured Party with respect to the Obligations, or any portion thereof, and when so assigned Debtor shall be liable to the assignees under this Agreement without in any manner affecting the liability of Debtor hereunder with respect to any Obligations not assigned. The section headings in this Agreement are for convenient reference only and shall not define or limit the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument, and may be signed by electronic signature. This Agreement may be delivered by facsimile or other electronic transmission with the same effect as delivery of an original.

11. Notices. Any notice to be given or served upon any party hereto in connection with this Agreement must be in writing, and shall be given by certified or registered mail, return receipt requested, via hand-delivery, or via overnight courier (with a nationally recognized courier service, next business day

delivery guaranteed) and shall be deemed to have been given (i) if sent by certified or registered letter, three (3) business days after deposited in the United States mail, and (ii) if given otherwise than by registered or certified mail, when received, in each case properly addressed to the party to whom intended as set forth below, or at such other address as is most recently noticed to the other party in accordance herewith.

If to Debtor:

Fitletic Sports, LLC  
3690 NE 207<sup>th</sup> Terrace  
Aventura, Florida 33180  
Attn: Uri Sharabi or Shifra Pomerantz

With copy to (which shall not constitute notice):

Gary M. Murphree, Esq.  
AM Law  
10743 SW 104<sup>th</sup> Street  
Miami, Florida 33176  
Emails: [gmm@amlaw-miami.com](mailto:gmm@amlaw-miami.com) and [pleadings@amlaw-miami.com](mailto:pleadings@amlaw-miami.com)

If to Secured Party:

Starry Limited  
Unit 4A, 12 Shipyard Lane  
Quarry Bay  
Hong Kong  
Attn: Brian Dlugash

With copy to (which shall not constitute notice):

Robin J. Rubens  
Berger Singerman LLP  
1450 Brickell Avenue, Suite 1900  
Miami, Florida 33131  
Email: [rubens@bergersingerman.com](mailto:rubens@bergersingerman.com)

12. Continuing Security Interest; Termination. This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until payment and performance in full of the Obligations. This Agreement shall terminate, and Secured Party shall assign, transfer and deliver, without recourse or warranty and against receipt, the Collateral (to the extent that the same have not been sold or otherwise disposed of as permitted hereby) to or upon the order of Debtor, at such time as all of the Obligations have been fully paid, performed and discharged.

13. Invalidity. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at Secured Party's option, not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of its choice of law principles. Unless otherwise defined

herein, terms used in Article 9 of the UCC are used herein as therein defined. Venue for any proceeding shall be in the Bankruptcy Case in the Court.

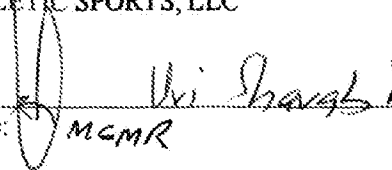
15. WAIVER OF TRIAL BY JURY. ALL PARTIES KNOWINGLY WAIVE THEIR RIGHTS TO REQUEST A TRIAL BY JURY IN ANY LITIGATION IN ANY COURT OF LAW, TRIBUNAL OR LEGAL PROCEEDING INVOLVING THE PARTIES HERETO ARISING FROM ANY CLAIM, CONTROVERSY, DISPUTE, DISAGREEMENT OR MISUNDERSTANDING UNDER OR RELATING TO THIS AGREEMENT OR THE TRANSACTION OF WHICH IT FORMS A PART.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**DEBTOR:**

FITLETIC SPORTS, LLC

By:  Name:  
Title: MCMR

**SECURED PARTY:**

STARRY LIMITED

By: \_\_\_\_\_ Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**DEBTOR:**

FITLETIC SPORTS, LLC


By: \_\_\_\_\_

Name:

Title:

**SECURED PARTY:**

STARRY LIMITED

By:  \_\_\_\_\_

Name: Brian Dlugash

Title: Director

EXHIBIT 1

THE PLAN

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

In re: Chapter 11  
Subchapter V  
FITLETIC SPORTS, LLC, Case No. 21-18642-LMI  
Debtor.

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**AMENDED SMALL BUSINESS DEBTOR PLAN OF  
REORGANIZATION FOR SUBCHAPTER V, CHAPTER 11**

This Amended Plan of Reorganization (the "Plan"), dated February \_\_, 2022, is filed by **FITLETIC SPORTS, LLC**, the Debtor and Debtor-in-possession (the "Debtor").

**BACKGROUND FOR CASES FILED UNDER SUBCHAPTER V**

**A. Brief history of the business operations of the Debtor**

The Debtor markets athleticwear including armbands and exercise belts that hold your mobile device and personal affects while you exercise. The Debtor markets its products in certain third-party retail locations and over the internet. A complete list of the Debtor's product line is set forth in its website at <https://www.fitletic.com>. The Debtor experienced a disruption in its supply chain when it switched its suppliers. Shortly, after the switch of suppliers, the Covid-19 pandemic caused a substantial disruption in the Debtor's business by eliminating retail sales and closing down the various sports events, such as 10Ks and marathons where the Debtor would market its product line. Also, all trade shows where the Debtor markets its products were closed down due to the pandemic. The Debtor survived the pandemic but with reduced sales. The Debtor proposes the Plan in good faith to restructure and pay creditors holding allowed claims its net revenues over a three and one-half (3 1/2) year Plan term.

**B. Liquidation Analysis**

To confirm the Plan, the Court must find that the unsecured creditors who do not vote to accept the Plan will receive at least as much in distributions under the Plan as such unsecured creditors would receive in a hypothetical chapter 7 liquidation, i.e., assuming that this Chapter 11 reorganization case were converted to a Chapter 7 liquidation, and a Chapter 7 Trustee was appointed to liquidate the Debtor's assets and distribute the net realized value to unsecured creditors. A liquidation analysis is attached

to the Plan as **Exhibit A**. The estimated liquidation value is **\$57,127**, which is substantially less than the **\$116,450** net disposable income that the Debtor will distribute to unsecured creditors assuming the Plan is confirmed.

**C. Projections showing the Debtor's ability to make the payments under the proposed Plan of reorganization**

The Debtor prepared its plan projections assisted by the Debtor's Certified Public Accountant. The projections over the three and one-half-year life of the Plan are estimated at **\$116,450** ("Projected Disposable Income"). See **Exhibit B** for details of the calculations.

The final Plan payment is expected to be paid on the last day of the 42nd month following the Effective Date of the Plan. The \$116,450 represents the Projected Disposable Income of the Debtor over the three and one-half year Plan term as required under 11 U.S.C. § 1191(c) (2).

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

**Article 1: Summary**

This Plan of Reorganization (the Plan) under chapter 11 of the Bankruptcy Code (the Code) proposes to pay creditors of the Debtor from the Debtor's Projected Disposable Income over the forty-two (42) months following the Effective Date of the Plan a total sum equal to \$116,450.

This Plan provides for the following classes of priority claims, secured claims, non-priority unsecured claims, and classes of equity security holders.

Non-priority unsecured creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at approximately three cents on the dollar. This Plan also provides for the payment of administrative and priority claims.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney if you have one. (If you do not have an attorney, you may wish to consult one.)

**Article 2: Classification of Claims and Interests**

2.01 **Class 1:** All allowed claims entitled to priority under § 507(a) of the Code (except administrative expense claims under



§ 507(a)(2), ["gap" period claims in an involuntary case under § 507(a)(3),] and priority tax claims under § 507(a)(8)).

The only priority claim is held by the Internal Revenue Service (IRS) in the amount of \$1,021. The Debtor intends to pay this priority in full upon confirmation of the Plan.

**2.02 Class 2:** Undersecured claim of Starry Limited ("Starry"). Starry stores in its Shenzhen, China warehouse finished goods and raw materials that the Debtor ordered but never paid for in the amount of \$84,785.00 (for finished goods) and \$35,090.00 for raw materials (totaling \$119,874.00), of which **\$42,392.50** shall be treated as an allowed secured claim. The remaining unsecured portion of Starry's claim in the amount of **\$698,362.50** shall be treated as an allowed unsecured claim in Class 3 below.

**2.03 Class 3:** Holders of allowed non-priority unsecured claims allowed under § 502 of the Code, including the unsecured portion of Starry's claim as set forth in Class 2 above. Exhibit C is a list of holders of unsecured claims that total **\$794,726.66** as of the date hereof. This amount may change as the claims process is completed.

**2.04 Class 4:** Interest of the Debtor in property of the Estate. Uri Sharabi and his wife Shifra Pomerantz own one hundred percent of the interests in the Debtor. They will retain their interests in the Debtor.

### **Article 3: Treatment of Administrative Expense Claims, Priority Tax Claims, and Quarterly and Court Fees**

**3.01 Unclassified claims:** Under section § 1123(a)(1), administrative expense claims, "gap" period claims in an involuntary case allowed under § 502(f) of the Code, and priority tax claims are not in classes. There are no such claims that the Debtor is aware of at the time of the filing of the Plan.

**3.02 Administrative expense claims:** Each holder of an administrative expense claim allowed under § 503 of the Code, and a "gap" claim in an involuntary case allowed under § 502(f) of the Code, will be paid over the forty-two month Plan life. The Debtor is aware of three holders of administrative claims: the subchapter five trustee Aleida Martinez Molina, Esq. which the Debtor estimates will be \$5,000; Debtor's accountant Moti Edgar, CPA which is estimated at \$2,000; and the Debtor's counsel Gary Murphree, Esq. that may be owed \$1,000 in addition to his prepetition retainer. The Debtor will pay these administrative claims in full

on the Effective Date of the Plan or as otherwise agreed by the respective parties.

3.03 Statutory fees: All fees required to be paid under 28 U.S.C. § 1930 that are owed on or before the Effective Date of this Plan have been paid or will be paid on the Effective Date. There are no such fees in a subchapter V, Chapter 11.

3.04 [Omitted in Original]

3.05 Prospective quarterly fees: All quarterly fees required to be paid under 28 U.S.C. § 1930(a)(6) or (a)(7) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. There are no such fees in a subchapter V, Chapter 11.

#### **Article 4: Treatment of Claims and Interests Under the Plan**

4.01 Claims and interests shall be treated as follows under this Plan:

Class 1 - Priority claims: Allowed claim of IRS in the amount of \$1,021.

- Impairment
- Unimpaired.

Treatment: The Debtor will pay the IRS allowed claim in full on the Effective Date.

Class 2 - Secured claim of Starry:

(i) As to the finished goods stored in Starry's Shenzhen, China warehouse that have not been paid for by the Debtor ("Starry Class 2 Goods"): (a) the Debtor shall commit to pay fifty percent (50%) of the \$84,785 value attributed to the Starry Class 2 Goods (which equates to \$42,392.50), without regard to their condition and whether or not they are subsequently sold to third parties; (b) the Debtor shall send an inspector to Starry's warehouse to inspect and designate which of the Starry Class 2 Goods are in good condition and which are not in good condition; (c) Starry, at its own expense, shall be responsible for disposing of the Starry Class 2 Goods that the Debtor's inspector designates as not in good condition; (d) The Debtor, at the Debtor's expense (including, without limitation, shipping charges) shall remove from Starry's warehouse and sell the Starry Class 2 Goods that are designated by the Debtor's inspector as in good condition and shall remit the net proceeds of such sales (up to \$42,392.50) to Starry as they are received by the Debtor, but in any event on or before April 1,

2023; and (e) if, as of April 1, 2023, the net proceeds from the Debtor's sale of the Starry Class 2 Goods remitted to Starry are less than \$42,392.50, then the Debtor shall pay to Starry, on the last day of the 42<sup>nd</sup> month following the Effective Date of the Plan, the balance of such amount due. With respect to reworked finished goods that Starry is also storing and for which the Debtor has paid Starry \$14,000 (the "Reworked Finished Goods"), the Debtor shall cause the inspector, at the same time as the inspection of the Starry Class 2 Goods, to inspect and designate as in good or not good condition, the Reworked Finished Goods, and, at the same time that the Debtor removes the Starry Class 2 Goods from Starry's warehouse, the Debtor shall remove from Starry's warehouse and dispose of those Reworked Finished Goods that the inspector has designated as in good condition. Starry shall dispose of any Reworked Finished Goods that the inspector designates as not in good condition;

(ii) As to the raw materials stored in Starry's Shenzhen, China warehouse, the Debtor shall use its best efforts to sell the raw materials stored in Starry's warehouse and remit to Starry the net proceeds of sale of the raw materials over the course of a one (1) year period ending April 1, 2023. If any raw materials remain in Starry's warehouse after April 1, 2023, Starry may dispose of them as it deems fit; and

(iii) In full satisfaction of Starry's claims and pursuant to documents satisfactory to Starry, (a) in order to secure the obligations of the Debtor to Starry under the Plan, the Debtor shall enter into a security agreement in favor of Starry (the "Debtor Security Agreement"), pursuant to which the Debtor shall grant to Starry a security interest in any and all intellectual property owned or used by the Debtor or licensed by the Debtor from the Debtor's principal, Shifra Pomerantz ("Pomerantz"), including, without limitation, all trademarks, patents, copyrights, domain names, social media accounts, website content, and the like (collectively, "IP") anywhere in the world, as to any rights the Debtor and Pomerantz now have or may hereafter have in the IP, and all applications and registrations therefor, including, but not limited to, those applications and registrations listed in attached **Exhibit D**, as well as the applicable good will of the IP and (b) Pomerantz (who owns certain of the IP, including trademarks used by the Debtor), shall enter into a non-recourse guaranty and security agreement in favor of Starry (the "Guaranty and Security Agreement"), guaranteeing to Starry the payment and performance of the obligations of the Debtor under the Plan, which guaranty shall be secured by a security interest in the IP owned by Pomerantz. To perfect Starry's security

interest in the IP, the Debtor and Pomerantz shall execute collateral assignments of the IP, in form satisfactory to Starry, to be filed with the United States Patent and Trademark Office, and such other documents as are required to perfect such security interest or are required to be filed in any other jurisdiction, including in any applicable foreign intellectual property office, to perfect or provide notice of the grant of a security interest in the IP. The Debtor and Pomerantz agree that Starry may file UCC-1 financing statements in the appropriate state registries naming the Debtor and Pomerantz, as applicable, as "debtor." If the Debtor breaches any of its obligations under the Plan (including, without limitation, its obligation to timely make payments to Starry and whether the default in payment pertains to Starry's Class 2 allowed secured claim and/or Starry's Class 3 allowed unsecured claim), and the Debtor or Pomerantz fails to cure such breach within 30 days after written notice is given by Starry to the Debtor (with copy to the Debtor's counsel) and Pomerantz, Starry shall be entitled, among other things, to foreclose its security interests in the IP (including by conducting a UCC foreclosure sale) without seeking relief from the automatic stay and without regard to any Plan injunction. If the proceeds of any foreclosure sale are insufficient to satisfy the amounts payable to Starry and the costs incurred by Starry in connection with enforcing its rights under the security agreement entered into by the Debtor or the non-recourse guaranty and security agreement entered into by Pomerantz (including the conduct of any foreclosure sale), the Debtor shall remain liable for the amount of any deficiency; however Pomerantz will not be liable for any such deficiency under her non-recourse guaranty. If Starry forecloses its security interests in the IP and becomes the owner of the IP, Starry will provide a royalty free license to Fitletic's principals, Shifra Pomerantz and Uri Sharabi, to use the trademarks on a non-exclusive basis in any manner that will further their business, in the United States and internationally, for as long as they personally manage and control the business; such license to be in form and substance satisfactory to the parties thereto.

- Impaired  
 Unimpaired.

Class 3 - Holders of allowed unsecured claims as of the date of the Plan are estimated to total **\$794,726.66**. This amount may change as the claims process is concluded. Commencing on the Effective Date of the Plan, the Debtor shall make pro-rata quarterly payments to the holders of allowed unsecured claims, in an aggregate amount equal to the Projected Disposable Income. The total Projected Disposable Income is **\$116,450**. This represents an estimated **15%**

distribution to each holder of an allowed unsecured claim. Except as otherwise provided herein with respect to Debtor's obligations to make any and all payments to Starry (as to its allowed Class 2 secured claim and as to its allowed Class 3 unsecured claim, all of which are secured by the IP), including as otherwise provided in Article 10, the payment of the above distributions shall be in full satisfaction of each holder's allowed unsecured claim. The amount of each quarterly payment that each holder of an allowed unsecured claim will receive shall be a pro rata share based upon the amount of such holder's allowed unsecured claim compared to the total allowed claims, as follows:

**Plan payment schedule**

<b>42-month Plan life</b>	<b>PDI</b>		<b>Quarterly Pay</b>
2022 nine months	\$19,350	3	\$6,450
2023	\$27,800	4	\$6,950
2024	\$39,600	4	\$9,900
2025 nine months	\$29,700	3	\$9,900

**Total Payments** **\$116,450**

Total Unsecured claims **\$794,726.66**

% distribution to unsecureds \$ 15

- Impaired  
 Unimpaired.

Class 4 - Equity security holders of the Debtor

- Impaired  
 Unimpaired

The holders of equity interest will retain their interest in the Debtor upon confirmation of the Plan.

**Article 5: Allowance and Disallowance of Claims**

5.01 Disputed claim: A disputed claim is a claim that has not been allowed or disallowed [by a final nonappealable order], and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

5.02 Delay of distribution on a disputed claim: No distribution will be made on account of a disputed claim unless such claim is allowed [by a final non-appealable order].

5.03 Settlement of disputed claims: The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

**Article 6: Provisions for Executory Contracts and Unexpired Leases**

6.01 Assumed executory contracts and unexpired leases:

(a) The Debtor assumes, and if applicable assigns, the following executory contracts, and unexpired leases as of the effective date:

The current lease of the warehouse space.

(b) Except for executory contracts and unexpired leases that have been assumed, and if applicable assigned, before the effective date or under section 6.01(a) of this Plan, or that are the subject of a pending motion to assume, and if applicable assign, the Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases as of the effective date.

A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than 60 days after the date of the order confirming this Plan.

#### **Article 7: Means for Implementation of the Plan**

The Debtor's plan projection of Projected Disposable Income is set forth on **Exhibit B**. This represents the Debtor's good faith estimate of Projected Disposable Income as required under § 1191.

#### **Article 8: Remedies In Event Debtor Fails to Make Plan Payments**

If the Debtor fails to make a quarterly payment as required under the Plan, a creditor may provide written notice of default to the Debtor and Debtor's counsel and if the default continues for a 30-day period after the notice of default: (i) the creditor noticing such default shall be entitled to enforce the plan payments in a breach of contract action filed in a court of competent jurisdiction without the need to seek relief from the automatic stay or the Plan injunction; and (ii) in addition to the remedy set forth in clause(i) immediately above, Starry shall be entitled to enforce all of its rights and remedies described in Article 4 above, without the need for Starry to seek relief from the automatic stay in this or any other bankruptcy case and without the need for Starry to seek relief from any Plan injunction in this case.

#### **Article 9: General Provisions**

9.01 The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or

construed in the Code are used in this Plan as supplemented from time to time by defined terms in this Plan.

9.02 "Effective Date" of this Plan is the first business day following the date that is 14 days after the entry of the confirmation order, if all conditions precedent to the Effective Date in Article 11 have been satisfied. If, however, a stay of the confirmation order is in effect on that date, the effective date will be the first business day after the date on which the stay expires or is otherwise terminated.

9.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

9.04 Binding effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors or assigns of such entity.

9.05 Captions The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

9.06 Controlling effect Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

9.07 [Omitted in Original]

9.08 Retention of Jurisdiction. The Court retains jurisdiction to determine all issues and matters pertaining to the implementation, administration and/or enforcement of the Plan, any relief sought by a creditor as a result of the Debtor's defaults under the Plan and a creditor's enforcement of remedies as a result, including Starry's enforcement of its rights and remedies in respect of the security interests granted to Starry in the IP owned by the Debtor and Pomerantz (including, without limitation, in respect of any foreclosure thereof), all pending contested matters, claim objections whether filed before or after confirmation of the Plan, adversary proceedings pending on the Effective Date, and the Debtor's entitlement to a discharge.

## **Article 10: Discharge**



Except as modified by the penultimate sentence in this Article 10, if the Debtor's Plan is confirmed under § 1191(b), confirmation of the Plan does not discharge any debt provided for in this Plan until the court grants a discharge on completion of all payments due within the first three and one-half (3 1/2) years of this Plan, or as otherwise provided in § 1192 of the Code. The Debtor will not be discharged from any debt: (i) on which the last payment is due after the first three and one-half (3 1/2) years of the Plan, or as otherwise provided in § 1192; or (ii) excepted from discharge under § 523(a) of the Code, except as provided in Rule 4007(c) of the Federal Rules of Bankruptcy Procedure. Notwithstanding whether the Plan is confirmed under §1191(a) or §1191(b), confirmation of the Plan shall not discharge the debt owed by the Debtor to Starry in the amount of \$740,755.00 (except to the extent that payments have been made by the Debtor to Starry under the Plan), until all payments required to be made by the Debtor to Starry (as to Starry's allowed Class 2 secured claim and as to Starry's allowed Class 3 unsecured claim) pursuant to the Plan have, in fact, been paid to Starry. The Debtor will have the option to prepay all of its monetary obligations under the Plan without penalty and, if it does, it will obtain a discharge of the remainder of the debts it owes to all creditors.

**Article 11: Conditions Precedent to the Effective Date**

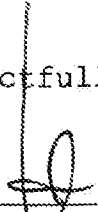
The following are conditions precedent to the Effective Date that must be satisfied or waived in writing by the party entitled to the benefit thereof:

a. The Court shall have entered an Order confirming the Plan in a form and in substance reasonably acceptable to Starry, which has become final and non-appealable or which has not been stayed pending an appeal; and

b. The Debtor and Pomerantz, as applicable, shall have executed and delivered to Starry, the Debtor Security Agreement and the Guaranty and Security Agreement, and such other documentation reasonably acceptable to Starry, which grants Starry a first priority perfected security in the IP owned by them, including the IP identified on **Exhibit D**, including any necessary consents for the filing of collateral assignments of the security interests in the United States Patent and Trademark Office, for the filing of such other documents as are required to perfect or provide notice of such security interest or are otherwise required to be filed in any other jurisdiction, including in any applicable foreign intellectual property

office, and for the filing of UCC-1 financing statements in the appropriate state registries.

Respectfully submitted,

  
Uri Sharabi, managing member of  
the Debtor/plan proponent

/s/ Gary M. Murphree  
Gary M. Murphree, Esq.  
Attorney for the Plan Proponent

**EXHIBIT A**

## Fitletic Sports LLC Liquidation Analysis

<b>Asset Description</b>	<b>Book Value</b>	<b>Liquidation Value</b>
Chase Bank	\$ 9,020.00	\$ 9,020.00
Accounts Receivable	\$ 44,214.00	\$ 22,107.00
Inventory - Miami	\$ 267,140.02	\$ 25,000.00
Inventory - Starry	\$ 152,295.00	\$ -
Office equipment	\$ 7,775.00	\$ 1,000.00
Book Value	\$ <u>480,444.02</u>	
Liquidation value		\$ <b>57,127.00</b>
Value distributed Plan		\$ 116,450.00

**EXHIBIT B**

**Projected Disposable Income**

	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Total
<b>Income</b>										
Sales	90,000.00	90,000.00	90,000.00	90,000.00	80,000.00	110,000.00	120,000.00	125,000.00	130,000.00	925,000.00
Shipping Income										
<b>Total Income</b>	<b>\$ 90,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 80,000.00</b>	<b>\$ 110,000.00</b>	<b>\$ 120,000.00</b>	<b>\$ 125,000.00</b>	<b>\$ 130,000.00</b>	<b>925,000.00</b>
<b>Cost of Goods Sold</b>										
Cost of Goods Sold	40,500.00	40,500.00	40,500.00	40,500.00	36,000.00	49,500.00	54,000.00	56,250.00	58,500.00	416,250.00
Customs Fees	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	9,000.00
Inventory Adjustment			0.00	0.00	0.00					0.00
Inventory Shrinkage							0.00	0.00		0.00
Packaging Supplies				330.00						330.00
Shipping and Freight										
<b>Costs</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>1,800.00</b>	<b>16,200.00</b>
<b>Total Cost of Goods Sold</b>	<b>\$ 43,300.00</b>	<b>\$ 43,300.00</b>	<b>\$ 43,300.00</b>	<b>\$ 43,630.00</b>	<b>\$ 38,800.00</b>	<b>\$ 52,300.00</b>	<b>\$ 56,800.00</b>	<b>\$ 59,050.00</b>	<b>\$ 61,300.00</b>	<b>441,780.00</b>
<b>Gross Profit</b>	<b>\$ 46,700.00</b>	<b>\$ 46,700.00</b>	<b>\$ 46,700.00</b>	<b>\$ 46,370.00</b>	<b>\$ 41,200.00</b>	<b>\$ 57,700.00</b>	<b>\$ 63,200.00</b>	<b>\$ 65,950.00</b>	<b>\$ 68,700.00</b>	<b>483,220.00</b>
<b>Expenses</b>										
Accounting Services	317.46	575.83	132.22	261.71	324.94	511.98	1,205.00	879.16	119.52	4,327.82
Advertising/ Marketing	7,500.00	7,500.00	7,500.00	7,500.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	70,000.00
Expo Marketing	0.00	0.00	0.00	0.00	0.00	269.00	269.00	280.00	260.00	1,078.00
Website	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	4,050.00
<b>Total Advertising</b>	<b>\$ 7,950.00</b>	<b>\$ 7,950.00</b>	<b>\$ 7,950.00</b>	<b>\$ 7,950.00</b>	<b>\$ 8,450.00</b>	<b>\$ 8,719.00</b>	<b>\$ 8,719.00</b>	<b>\$ 8,730.00</b>	<b>\$ 8,710.00</b>	<b>75,128.00</b>
Alarm Monitoring	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	450.00
Amortization Expense									2,390.00	2,390.00
<b>Auto and Truck Expenses</b>										
Auto Lease	750.07	750.07	750.07	750.07	750.07	750.07	750.07	750.07	750.07	6,750.63
Gas	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	1,080.00
Insurance	252.32	27.91	284.12	284.12	284.12	284.12	283.20	502.21	307.36	2,509.48
Parking & Tolls										0.00
<b>Total Auto and Truck</b>	<b>\$ 1,122.39</b>	<b>\$ 897.98</b>	<b>\$ 1,154.19</b>	<b>\$ 1,154.19</b>	<b>\$ 1,154.19</b>	<b>\$ 1,154.19</b>	<b>\$ 1,153.27</b>	<b>\$ 1,372.28</b>	<b>\$ 1,177.43</b>	<b>10,340.11</b>
<b>Expenses</b>										
Bank and Merchant										
Charges	169.63	227.93	363.54	451.76	183.08	283.00	272.73	505.10	456.89	2,913.66
Business Gifts										0.00
Charitable Contributions										0.00
Commission Expense	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,500.00	11,100.00
Computer and Software										
Expense	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	5,400.00
Dues and Subscriptions	674.95	85.00		59.95	39.97	39.97	118.97	39.97	39.97	1,098.75
Expo Expenses		0.00								0.00
Events Coordinator										0.00
Exposition Conventions	0.00	0.00	5,000.00	5,000.00	0.00	0.00	7,000.00	3,500.00		20,500.00
Helpers								500.00	500.00	1,000.00
Lodging	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00		2,400.00
Reimbursements paid										0.00
Travel	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	3,600.00
<b>Total Expo Expenses</b>	<b>\$ 700.00</b>	<b>\$ 700.00</b>	<b>\$ 5,700.00</b>	<b>\$ 5,700.00</b>	<b>\$ 700.00</b>	<b>\$ 1,000.00</b>	<b>\$ 7,700.00</b>	<b>\$ 4,700.00</b>	<b>\$ 900.00</b>	<b>27,800.00</b>
Insurance Expense	368.66	368.66	387.09	368.66	-2,054.34	368.66	387.09	387.09	368.66	950.23
Health Insurance	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	18,978.12
Liability										0.00
Life-Term	213.72	213.72	213.72	164.50	164.50	164.50	164.50	164.50	164.50	1,628.16
<b>Worker's Compensation</b>	<b>366.00</b>									<b>366.00</b>
<b>Total Insurance Expense</b>	<b>\$ 3,057.06</b>	<b>\$ 2,691.06</b>	<b>\$ 2,709.49</b>	<b>\$ 2,641.84</b>	<b>\$ 218.84</b>	<b>\$ 2,641.84</b>	<b>\$ 2,660.27</b>	<b>\$ 2,660.27</b>	<b>\$ 2,641.84</b>	<b>21,922.51</b>
Interest Expense	1,739.60	1,743.95	1,748.31	1,752.68	1,757.06	1,761.45	1,765.85	1,770.27	1,990.51	16,029.68
Internet Service	269.79	269.79	269.79	269.79	269.79	269.79	269.79	269.79	269.79	2,428.11
Legal Fees	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	2,250.00
Patent and Trademark										0.00
<b>Total Legal Fees</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>2,250.00</b>
Licenses							-11.97			
<b>Meals and Entertainment</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>100.00</b>	<b>900.00</b>
<b>Office Expense and</b>										
Supplies	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	2,700.00
<b>Payroll Expense</b>										
Payroll Taxes	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00	14,400.00
Salaries & Wages	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	225,000.00
<b>Total Payroll Expense</b>	<b>\$ 26,600.00</b>	<b>\$ 26,600.00</b>	<b>\$ 26,600.00</b>	<b>\$ 26,600.00</b>	<b>\$ 26,600.00</b>	<b>\$ 26,600.00</b>	<b>\$ 26,600.00</b>	<b>\$ 26,600.00</b>	<b>\$ 26,600.00</b>	<b>239,400.00</b>
Payroll Expenses (deleted)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Recruitment Expense										
Reference Materials	13.09	246.49		431.02	86.65		172.96	123.71	201.15	1,275.07
Reimbursements	704.16	0.00	352.08	0.00	352.08		352.08	352.08	749.01	3,213.57
Rent Expense										
<b>RENT</b>	<b>1,650.00</b>	<b>1,650.00</b>	<b>1,750.00</b>	<b>1,750.00</b>	<b>1,750.00</b>	<b>1,750.00</b>	<b>1,750.00</b>	<b>1,750.00</b>	<b>1,750.00</b>	<b>15,550.00</b>
<b>Total Rent Expense</b>	<b>\$ 1,650.00</b>	<b>\$ 1,650.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,750.00</b>	<b>15,550.00</b>
<b>Repairs and Maintenance</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>150.00</b>	<b>1,350.00</b>
<b>Telecommunications</b>	<b>650.00</b>	<b>650.00</b>	<b>650.00</b>	<b>650.00</b>	<b>650.00</b>	<b>650.00</b>	<b>650.00</b>	<b>650.00</b>	<b>650.00</b>	<b>5,850.00</b>
<b>Travel and Lodging</b>										
Local Transportation										
Lodging										
Rental Auto	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	1,800.00
Tickets	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	2,700.00
<b>Total Travel and Lodging</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>	<b>\$ 500.00</b>	<b>4,500.00</b>
Utilities	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	3,150.00
<b>Website Hosting Expense</b>	<b>140.98</b>	<b>158.35</b>	<b>226.29</b>	<b>178.63</b>	<b>132.55</b>	<b>242.60</b>	<b>165.27</b>	<b>132.52</b>	<b>154.07</b>	<b>1,531.26</b>
<b>Total Expenses</b>	<b>\$ 49,259.11</b>	<b>\$ 47,946.38</b>	<b>\$ 53,105.91</b>	<b>\$ 53,351.57</b>	<b>\$ 46,169.15</b>	<b>\$ 49,463.93</b>	<b>\$ 57,055.19</b>	<b>\$ 54,035.15</b>	<b>\$ 52,600.18</b>	<b>462,986.57</b>
<b>Net Operating Income</b>	<b>-\$ 2,559.11</b>	<b>-\$ 1,246.38</b>	<b>-\$ 6,405.91</b>	<b>-\$ 6,981.57</b>	<b>-\$ 4,969.15</b>	<b>\$ 8,236.07</b>	<b>\$ 6,144.81</b>	<b>\$ 11,914.85</b>	<b>\$ 16,099.82</b>	<b>20,233.43</b>
<b>Other Income</b>										
Miscellaneous Income			0.00							0.00
<b>Total Other Income</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>
<b>Net Other Income</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>0.00</b>
<b>Net Income</b>	<b>-\$ 2,559.11</b>	<b>-\$ 1,246.38</b>	<b>-\$ 6,405.91</b>	<b>-\$ 6,981.57</b>	<b>-\$ 4,969.15</b>	<b>\$ 8,236.07</b>	<b>\$ 6,144.81</b>	<b>\$ 11,914.85</b>	<b>\$ 16,099.82</b>	<b>20,233.43</b>
<b>Creditor Payments</b>	<b>2,159.09</b>	<b>2,159.09</b>	<b>2,159.09</b>	<b>2,159.09</b>	<b>2,159.09</b>	<b>2,159.09</b>	<b>2,159.09</b>	<b>2,159.09</b>	<b>2,159.09</b>	<b>18,388.36</b>

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD
<b>Income</b>													
Discounts and Allowances													
Sales	120,000.00	110,000.00	100,000.00	90,000.00	90,000.00	90,000.00	100,000.00	110,000.00	115,000.00	120,000.00	120,000.00	135,000.00	1,260,000.00
Shipping Income													0.00
<b>Total Income</b>	<b>\$ 120,000.00</b>	<b>\$ 110,000.00</b>	<b>\$ 100,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 90,000.00</b>	<b>\$ 100,000.00</b>	<b>\$ 110,000.00</b>	<b>\$ 115,000.00</b>	<b>\$ 120,000.00</b>	<b>\$ 120,000.00</b>	<b>\$ 135,000.00</b>	<b>\$ 1,260,000.00</b>
<b>Cost of Goods Sold</b>													
Cost of Goods Sold	54,000.00	49,500.00	45,000.00	40,500.00	40,500.00	40,500.00	45,000.00	49,500.00	51,750.00	54,000.00	54,000.00	60,750.00	585,500.00
Customs Fees	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00
Inventory Adjustment		0.00	0.00			0.00	0.00	0.00					0.00
Inventory Shrinkage	0.00									0.00	0.00		0.00
Packaging Supplies							330.00						330.00
Shipping and Freight Costs	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	30,000.00
<b>Total Cost of Goods Sold</b>	<b>\$ 58,500.00</b>	<b>\$ 54,000.00</b>	<b>\$ 49,500.00</b>	<b>\$ 45,000.00</b>	<b>\$ 45,000.00</b>	<b>\$ 45,000.00</b>	<b>\$ 49,830.00</b>	<b>\$ 54,000.00</b>	<b>\$ 56,250.00</b>	<b>\$ 58,500.00</b>	<b>\$ 58,500.00</b>	<b>\$ 65,250.00</b>	<b>\$ 638,330.00</b>
<b>Gross Profit</b>	<b>\$ 61,500.00</b>	<b>\$ 56,000.00</b>	<b>\$ 50,500.00</b>	<b>\$ 45,000.00</b>	<b>\$ 45,000.00</b>	<b>\$ 45,000.00</b>	<b>\$ 50,170.00</b>	<b>\$ 56,000.00</b>	<b>\$ 58,750.00</b>	<b>\$ 61,500.00</b>	<b>\$ 61,500.00</b>	<b>\$ 69,750.00</b>	<b>\$ 621,670.00</b>
<b>Expenses</b>													
Accounting Services	379.46	277.96	666.32	317.46	575.83	132.22	261.71	324.94	511.98	1,205.00	879.16	119.52	5,681.58
Advertising/ Marketing	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,200.00	8,200.00	8,200.00	8,200.00	8,200.00	8,200.00	87,200.00
Expo Marketing	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Website	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	7,200.00
<b>Total Advertising</b>	<b>\$ 8,600.00</b>	<b>\$ 8,600.00</b>	<b>\$ 8,600.00</b>	<b>\$ 8,600.00</b>	<b>\$ 8,600.00</b>	<b>\$ 8,600.00</b>	<b>\$ 8,800.00</b>	<b>\$ 8,800.00</b>	<b>\$ 8,800.00</b>	<b>\$ 8,800.00</b>	<b>\$ 8,800.00</b>	<b>\$ 8,800.00</b>	<b>\$ 98,400.00</b>
Alarm Monitoring	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
Amortization Expense													2,390.00
Auto and Truck Expenses													0.00
Auto Lease	750.07	750.07	750.07	750.07	750.07	750.07	750.07	750.07	750.07	750.07	750.07	750.07	8,906.84
Gas	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
Insurance	253.64	253.64	253.64	252.32	27.91	284.12	284.12	284.12	284.12	283.20	502.21	307.36	3,279.48
Parking & Tolls													0.00
<b>Total Auto and Truck Expenses</b>	<b>\$ 1,253.71</b>	<b>\$ 1,253.71</b>	<b>\$ 1,253.71</b>	<b>\$ 1,252.39</b>	<b>\$ 1,027.98</b>	<b>\$ 1,284.19</b>	<b>\$ 1,284.19</b>	<b>\$ 1,284.19</b>	<b>\$ 1,284.19</b>	<b>\$ 1,283.27</b>	<b>\$ 1,502.28</b>	<b>\$ 1,307.43</b>	<b>\$ 15,274.24</b>
Bank and Merchant Charges	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Business Gifts													0.00
Charitable													0.00
Contributions	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	216.00
Commission Expense	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	17,400.00
Computer and Software Expense	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	9,000.00
Dues and Subscriptions	79.95	79.95	79.00	674.95	85.00	59.95	39.97	39.97	118.97	39.97	39.97	39.97	1,387.85
Expo Expenses													0.00
Events Coordinator	500.00	500.00	500.00	500.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	500.00	5,000.00
Exposition													0.00
Conventions		7,500.00	2,500.00	2,500.00	2,500.00	0.00	0.00	0.00	0.00	3,000.00	3,000.00	0.00	21,000.00
Helpers	500.00	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	500.00	500.00	6,000.00
Lodging	300.00	300.00	300.00	0.00	0.00	0.00	0.00	0.00	300.00	300.00	300.00		3,600.00
Reimbursements paid	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
Travel	900.00	900.00	700.00	700.00	700.00	700.00	700.00	700.00	800.00	900.00	900.00		9,700.00
<b>Total Expo Expenses</b>	<b>\$ 2,350.00</b>	<b>\$ 9,850.00</b>	<b>\$ 4,650.00</b>	<b>\$ 3,850.00</b>	<b>\$ 3,350.00</b>	<b>\$ 850.00</b>	<b>\$ 850.00</b>	<b>\$ 850.00</b>	<b>\$ 1,000.00</b>	<b>\$ 3,350.00</b>	<b>\$ 3,350.00</b>	<b>\$ 1,000.00</b>	<b>\$ 38,300.00</b>
Insurance Expense	368.66	368.66	368.66	368.66	368.66	367.09	368.66	-2,054.34	368.66	367.09	367.09	368.66	4,316.68
Health Insurance	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	2,108.68	25,304.18
Liability	1,149.22												1,149.22
Life-Term	213.72	213.72	213.72	213.72	213.72	213.72	164.50	164.50	164.50	164.50	164.50	164.50	2,089.32
Worker's Compensation		450.00	406.00	366.00									1,222.00
Total Insurance Expense	<b>\$ 3,471.62</b>	<b>\$ 2,772.40</b>	<b>\$ 3,097.06</b>	<b>\$ 3,057.06</b>	<b>\$ 2,691.06</b>	<b>\$ 2,709.49</b>	<b>\$ 2,641.84</b>	<b>\$ 218.84</b>	<b>\$ 2,641.84</b>	<b>\$ 2,660.27</b>	<b>\$ 2,660.27</b>	<b>\$ 2,641.84</b>	<b>\$ 31,303.88</b>
Interest Expense	2,077.29	2,090.50	2,063.18	1,739.60	1,743.95	1,748.31	1,752.68	1,757.08	1,781.45	1,765.85	1,770.27	1,990.51	20,250.65
Internet Service	265.80	269.79	269.79	269.79	269.79	269.79	269.79	269.79	269.79	269.79	269.79	269.79	3,238.20
Legal Fees	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
Patent and Trademark	325.00				1,665.30								1,990.30
Total Legal Fees	<b>\$ 575.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 1,915.30</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 250.00</b>	<b>\$ 4,896.30</b>
Licenses			491.25							-11.97			479.28
Meals and Entertainment	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
Office Expense and Supplies	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
Payroll Expense													0.00
Payroll Taxes	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	1,650.00	19,800.00
Salaries & Wages	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	26,000.00	301,000.00
<b>Total Payroll Expense</b>	<b>\$ 26,650.00</b>	<b>\$ 26,650.00</b>	<b>\$ 26,650.00</b>	<b>\$ 26,650.00</b>	<b>\$ 26,650.00</b>	<b>\$ 26,650.00</b>	<b>\$ 26,650.00</b>	<b>\$ 26,650.00</b>	<b>\$ 26,650.00</b>	<b>\$ 26,650.00</b>	<b>\$ 26,650.00</b>	<b>\$ 27,650.00</b>	<b>\$ 332,800.00</b>
Payroll Expenses (deleted)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Recruitment Expense	5.00	22.00									965.64		992.64
Reference Materials	267.38	155.52	236.69	13.09	246.49		431.02	86.65		172.96	123.71	201.15	1,526.68
Reimbursements	704.16	352.08	0.00	704.16	0.00	352.08	0.00	352.08	352.08	352.08	352.08	749.01	4,259.81
Rent Expense													0.00
RENT	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	1,850.00	21,700.00
Total Rent Expense	<b>\$ 1,750.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,750.00</b>	<b>\$ 1,850.00</b>	<b>\$ 1,850.00</b>	<b>\$ 1,850.00</b>	<b>\$ 1,850.00</b>	<b>\$ 1,850.00</b>	<b>\$ 1,850.00</b>	<b>\$ 1,850.00</b>	<b>\$ 21,700.00</b>
Repairs and Maintenance	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
Telecommunications	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	7,200.00
Travel and Lodging													0.00
Local Transportation													0.00
Lodging													0.00
Rental Auto													0.00
Tickets													0.00
Total Travel and Lodging	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
Utilities	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
Website Hosting	124.71	139.78	216.42	140.98	158.35	226.29	178.63	132.55	242.60	165.27	132.52	154.07	2,012.17
Total Expenses	<b>\$ 52,691.88</b>	<b>\$ 58,631.71</b>	<b>\$ 54,391.42</b>	<b>\$ 53,387.48</b>	<b>\$ 53,281.75</b>	<b>\$ 49,040.37</b>	<b>\$ 49,397.81</b>	<b>\$ 47,284.07</b>	<b>\$ 50,059.93</b>	<b>\$ 55,311.46</b>	<b>\$ 56,013.69</b>	<b>\$ 53,831.29</b>	<b>\$ 633,322.88</b>
Net Operating Income	<b>\$ 8,808.12</b>	<b>\$ 2,631.71</b>	<b>\$ 3,891.42</b>	<b>\$ 8,387.48</b>	<b>\$ 8,281.75</b>	<b>\$ 4,040.37</b>	<b>\$ 772.19</b>	<b>\$ 8,715.93</b>	<b>\$ 8,690.07</b>				







**EXHIBIT C****Fitletic creditors as of date of Plan****Priority claims**

IRS	2	\$	1,021.00		\$	1,021.00
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**Unsecured Creditors**

AmTrust North America	1	\$	235.00		\$	235.00
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Amex	3	\$	51,516.66		\$	51,516.66
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SBA foregiveable loan	4	\$	48,531.99	\$ (48,531.99)	\$	-
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Starry Limited	5	\$	740,755.00	\$ (42,392.50)	\$	698,362.50
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XPO	6	\$	-		\$	-
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Fedex	sch.	\$	40,112.50		\$	40,112.50
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Publicta Spazio	sch.	\$	4,500.00		\$	<u>4,500.00</u>
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Total Unsecured Claims					\$	794,726.66
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Proj. Disp. Income					\$	116,450.00
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<b>% distribution to creditors</b>					<b>\$</b>	<b>0.15</b>
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**EXHIBIT D**

<b>UNITED STATES TRADEMARKS</b>					
<b>Mark</b>	<b>Reg. No.</b>	<b>Goods</b>	<b>Owner</b>	<b>Reg. Date</b>	<b>Status</b>
FITLETIC	4,905,423	Reflective vests for safety purposes	Shifra Pomerantz	02/23/2016	Registered, renewal due 02/23/2022
FITLETIC	4,476,273	Water bottles sold empty	Shifra Pomerantz	01/28/2014	Registered, renewal due 01/28/2023
FITLETIC	4,350,355	Waist packs; waist pack straps; carrying cases for water bottles.	Shifra Pomerantz	06/11/2013	Registered, renewal due 06/11/2022
<b>FOREIGN TRADEMARKS</b>					
<b>Mark</b>	<b>Reg. No.</b>	<b>Goods</b>	<b>Owner</b>	<b>Reg. Date</b>	<b>Status</b>
FITLETIC (Canada)	TMA976922	9 - Electrical, scientific and teaching apparatus and software 18 - Leather and artificial leather goods 21 - Household goods and glass	Shifra Pomerantz	07/27/2017	Registered
FITLETIC (Australia)	1603319	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	01/06/2014	Registered
FITLETIC (Philippines)	1190908	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	12/11/2014	Registered
FITLETIC (Israel)	262557	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	09/02/2015	Registered
FITLETIC (Singapore)	T1401410J	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags (being carrying bags, other than disposable carrier bags) 21- Bottles, namely water bottles	Fitletic LLC	01/06/2014	Registered
FITLETIC (International)	1190908	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags	Fitletic LLC	01/06/2014	Registered

		21- Bottles, namely water bottles			
FITLETIC (Japan)	2014350988	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	10/03/2014	Registered
FITLETIC (Switzerland)	653163	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	01/06/2014	Registered

**PATENTS**

<b>Title</b>	<b>Pat. No.</b>	<b>Issue Date</b>	<b>Owner</b>	<b>Status</b>
Utility Attachment Add-on	D819,962	06/12/2018	Fitletic Sports, LLC	Issued/Active Expires: 06/12/2033
Utility Athletic Belt	D831,340	10/23/2018	Fitletic Sports, LLC	Issued/Active Expires: 10/23/2033
Utility Athletic Belt	D831,341	10/23/2018	Fitletic Sports, LLC	Issued/Active Expires: 10/23/2033
Utility Athletic Belt	D835,402	12/11/2018	Fitletic Sports, LLC	Issued/Active Expires: 12/11/2033

**DOMAIN NAMES**

[www.fitletic.com](http://www.fitletic.com) – owner not listed – domain name is registered anonymously

EXHIBIT 2

PATENTS, TRADEMARKS AND DOMAIN NAME

FOREIGN TRADEMARKS					
Mark	Reg. No.	Goods	Owner	Reg. Date	Status
FITLETIC (Australia)	1603319	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	01/06/2014	Registered
FITLETIC (Philippines)	1190908	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	12/11/2014	Registered
FITLETIC (Israel)	262557	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	09/02/2015	Registered
FITLETIC (Singapore)	T1401410J	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags (being carrying bags, other than disposable carrier bags) 21- Bottles, namely water bottles	Fitletic LLC	01/06/2014	Registered
FITLETIC (International)	1190908	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	01/06/2014	Registered
FITLETIC (Japan)	2014350988	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	10/03/2014	
FITLETIC (Switzerland)	653163	9 -Reflective security vests 18 - Belt bags; belt bag strap; water bottle bags 21- Bottles, namely water bottles	Fitletic LLC	01/06/2014	

<b>PATENTS</b>				
<b>Title</b>	<b>Pat. No.</b>	<b>Issue Date</b>	<b>Owner</b>	<b>Status</b>
Utility Attachment Add-on	D819,962	06/12/2018	Fitletic Sports, LLC	Issued/Active Expires: 06/12/2033
Utility Athletic Belt	D831,340	10/23/2018	Fitletic Sports, LLC	Issued/Active Expires: 10/23/2033
Utility Athletic Belt	D831,341	10/23/2018	Fitletic Sports, LLC	Issued/Active Expires: 10/23/2033
Utility Athletic	D835,402	12/11/2018	Fitletic Sports, LLC	Issued/Active Expires: 12/11/2033
<b>DOMAIN NAMES</b>				
<u>www.fitletic.com</u> – owner not listed – domain name is registered anonymously				

EXHIBIT 3

LICENSED PATENTS AND TRADEMARKS

UNITED STATES TRADEMARKS					
Mark	Reg. No.	Goods	Owner	Reg. Date	Status
FITLETIC	4,905,423	Reflective vests for safety purposes	Shifra Pomerantz	02/23/2016	Registered, renewal due 02/23/2022
FITLETIC	4,476,273	Water bottles sold empty	Shifra Pomerantz	01/28/2014	Registered, renewal due 01/28/2023
FITLETIC	4,350,355	Waist packs; waist pack straps; carrying cases for water bottles.	Shifra Pomerantz	06/11/2013	Registered, renewal due 06/11/2022
FOREIGN TRADEMARKS					
Mark	Reg. No.	Goods	Owner	Reg. Date	Status
FITLETIC (Canada)	TMA976922	9 - Electrical, scientific and teaching apparatus and software 18 - Leather and artificial leather goods 21 - Household goods and glass	Shifra Pomerantz	07/27/2017	Registered