

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM729551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shifra Pomerantz		05/04/2022	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Starry Limited		
Street Address:	Unit 4A, 12 Shipyard Lane		
City:	Quarry Bay		
State/Country:	HONG KONG		
Entity Type:	Corporation: HONG KONG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4905423	FITLETIC	
Registration Number:	4476273	FITLETIC	
Registration Number:	4350355	FITLETIC	
CORRESPONDENCE DATA			
Fax Number:	9545232872		
<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>			
Phone:	954-712-5158		
Email:	cconstantino@bergersingerman.com		
Correspondent Name:	BERGER SINGERMANN LLP		
Address Line 1:	201 E LAS OLAS BLVD., SUITE 1500		
Address Line 4:	FT. LAUDERDALE, UNITED STATES 33301		
DOMESTIC REPRESENTATIVE			
Name:	Geoffrey Lottenberg		
Address Line 1:	201 East Las Olas Blvd., Suite 1500		
Address Line 4:	Fort Lauderdale, FLORIDA 33301		
NAME OF SUBMITTER:	geoffrey Lottenberg		
SIGNATURE:	/Geoffrey Lottenberg/		
DATE SIGNED:	05/23/2022		
Total Attachments: 35			

OP \$90.00 4905423

GUARANTY AND SECURITY AGREEMENT

THIS GUARANTY AND SECURITY AGREEMENT (this “Guaranty” or this “Agreement”) is made as of May 4, 2022, by Shifra Pomerantz (“Guarantor”), in favor of Starry Limited (“Secured Party”).

Recitals

A. On September 3, 2021 Fitletic Sports, LLC (“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.

B. 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.

C. 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.

D. 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”).

E. 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.

F. Guarantor is the principal of Debtor and will benefit from Debtor’s performance of its obligations under the Plan.

G. 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 that Guarantor will guarantee Debtor’s payment and performance obligations under the Plan, and secure the guaranty with a security interest in the intellectual property owned by Guarantor.

H. Simultaneously herewith, Debtor and Secured Party are entering into that certain Security Agreement of even date herewith (the “Debtor Security Agreement”), and the Guarantor desires to enter into this Guaranty and Security Agreement (being the “Guaranty and Security Agreement” referred to in the Plan).

NOW, THEREFORE, in consideration of the foregoing Recitals and of the promises and covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, Guarantor and Secured Party, intending to be legally bound, hereby agree as follows:

1. Recitals; Definitions. The Recitals set forth above are 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 Guarantor: (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 Guarantor: (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.

2. “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 11 hereof, UCC shall mean the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

3. Guaranty of Payment and Performance. Guarantor hereby absolutely and unconditionally guarantees the full and prompt payment when due and timely performance of each and all of the obligations of Debtor under and pursuant to the Plan and the Debtor Security Agreement, together with all costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in enforcing, collecting, or administering said indebtedness or in enforcing Debtor's obligations under the Plan or the Debtor Security Agreement and Guarantor's obligations under this Agreement (all of the foregoing being collectively referred to herein as the "Guaranteed Obligations").

Guarantor hereby agrees that this Guaranty is a continuing guarantee relating to the Guaranteed Obligations and this Guaranty cannot be revoked, terminated, rescinded or avoided by Guarantor and shall continue in full force until all of the Guaranteed Obligations have been paid and performed in full. This is a guaranty of payment and not of collection. The obligations of Guarantor are limited pursuant to Section 13, below.

4. Modification of Guaranteed Obligations. In such manner, upon such terms and at such times as Secured Party deems best and without notice to Guarantor, Secured Party may: alter, compromise, accelerate, extend or change the time or manner for the payment of any indebtedness or the performance of any Guaranteed Obligations hereby guaranteed; release Debtor as to all or any portion of the obligations hereby guaranteed; release, substitute or add any one or more guarantors or endorsers; accept additional or substituted security therefor; or release or subordinate any security therefor. No exercise or non-exercise by Secured Party of any right hereby given Secured Party, no dealing by Secured Party with Guarantor or any other person or entity, and no change, impairment or release of all or a portion of the obligations of Debtor under the Plan or the Debtor Security Agreement, or suspension of any right or remedy of Secured Party against any person or entity, including, without limitation, Debtor, shall in any way affect any of the obligations of Guarantor hereunder or any security furnished by Guarantor or give Guarantor any defense, claim, counterclaim or recourse against Secured Party.

5. Waiver. Guarantor hereby waives and agrees not to assert or take advantage of (a) any right to require Secured Party to proceed against Debtor or any other person or entity or to proceed against or exhaust any security held by Secured Party at any time or to pursue any other remedy in Secured Party's power before proceeding against Guarantor; (b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of Secured Party to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person; (c) any right to require demand, protest and notice of any kind, including, without limitation, notice of default or of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of Debtor, Secured Party, any creditor of Debtor or Guarantor or on the part of any other person or entity whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness or collateral held by Secured Party or in connection with any indebtedness hereby guaranteed; (d) any defense based upon an election of remedies by Secured Party that destroys or otherwise impairs the subrogation rights of Guarantor or the right of Guarantor to proceed against Debtor for reimbursement, or both; (e) any defense based upon any statute or rule of law that provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (f) any duty on the part of Secured Party to disclose to Guarantor any facts Secured Party may now or hereafter know about Debtor, regardless of whether Secured Party has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, since Guarantor acknowledges that it is fully responsible for being and keeping informed of all circumstances bearing on the risk of non-payment of any indebtedness hereby guaranteed; (g) any defense arising because of Secured Party's election, in any proceeding instituted under the United States Bankruptcy Code, of the

application of Section 1111(b)(2) of the United States Bankruptcy Code; (h) any defense based on any borrowing or grant of a security interest under Section 364 of the United States Bankruptcy Code; and (i) subject to Section 13 hereof, any rights and protections available under any statutory, judicial or other legal or equitable requirement that limits the amount of or right of Secured Party to a deficiency judgment or the form of action for the recovery of the debt or the enforcement of any right secured by the Collateral.

6. Subordination. Except as otherwise provided in this Section, all existing and future indebtedness for borrowed money of Debtor to Guarantor, or of Guarantor to Debtor, and Guarantor's right to withdraw any capital invested by Guarantor in Debtor (collectively, "Subordinated Indebtedness") is hereby irrevocably subordinated to all indebtedness hereby guaranteed and, without the prior written consent of Secured Party, such Subordinated Indebtedness shall not be paid or withdrawn in whole or in part, nor will Guarantor accept any payment of or on account of any Subordinated Indebtedness while this Guaranty is in effect. Any payment made or received by Guarantor in violation of this Guaranty shall be received by Guarantor in trust for Secured Party, and Guarantor shall cause the same to be paid to Secured Party immediately upon demand by Secured Party on account of the Guaranteed Obligations. No such payment shall reduce (other than to the extent of the application of such payment in reduction of the Guaranteed Obligations) or affect in any manner the liability of Guarantor under this Guaranty or any other guaranty agreement.

7. Waiver of Subrogation. Until all indebtedness of Debtor to Secured Party under the Plan has been fully and finally paid in full, and all of the Guaranteed Obligations hereunder have been satisfied: (a) Guarantor shall have no equitable right of reimbursement or subrogation against Debtor by reason of any payments or acts of Guarantor hereunder; (b) Guarantor hereby waives any right to enforce any remedy which Secured Party now has or may hereafter have against Debtor and further waives any right or remedy which Guarantor now or hereafter shall have against Debtor by reason of any payments or acts of Guarantor hereunder; and (c) Guarantor hereby waives any benefit of, and any right to participate in, any security now or hereafter held by Secured Party.

8. Bankruptcy. Except as set forth in the Plan and the Confirmation Order, the obligations of Guarantor under this Guaranty shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Debtor, or by any defense which Debtor may have by reason of any order, decree or decision of any court or administrative body resulting from any such proceeding. This Guaranty and any security for this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment or performance of any indebtedness or other obligation guaranteed hereby is rescinded or must otherwise be returned by Secured Party or any other person or entity upon the bankruptcy, insolvency or reorganization of Debtor, Guarantor, any other guarantor or otherwise, all as though such payment or performance had not occurred.

9. Interest and Costs. If Guarantor fails to pay all or any portion of the Guaranteed Obligations when due and upon demand by Secured Party, the amount of such indebtedness shall thereafter bear interest at the maximum rate permitted by applicable law. Guarantor shall also pay Secured Party's reasonable attorneys' fees and all reasonable costs and other expenses which Secured Party expends or incurs in collecting or compromising any such indebtedness or in enforcing this Guaranty against Guarantor, whether or not suit is filed, including, without limitation, all such fees, costs, and expenses incurred in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Guarantor which in any way affect the exercise by Secured Party of its rights and remedies hereunder.

10. Grant of Security Interest.

(a) As collateral security for the payment and performance in full when due of all of the Guaranteed Obligations, whether for payments, reimbursement, costs, fees, expenses or otherwise, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, and for the payment and performance of all of Guarantor's obligations under this Agreement, Guarantor hereby grants to Secured Party a security interest in all of Guarantor's right, title and interest in and to (all of the following being collectively referred to herein as the "Collateral"):

(i) All Intellectual Property of Guarantor, including, without limitation, the Patents, Trademarks set forth on Exhibit 2 attached hereto and made a part hereof; and

(ii) 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.

(b) Guarantor represents and warrants to Secured Party that (i) Guarantor is the sole legal and beneficial owner of the Collateral, free and clear of any and all liens, charges or encumbrances thereon or affecting the title thereto (except for the security interest created hereby); (ii) by virtue of this Agreement, Secured Party will have a valid first priority lien upon and security interest in all of the Collateral as security for the payment and performance of the Guaranteed Obligations, prior to the rights of all third parties and all other liens and encumbrances thereon and security interests therein; (iii) Guarantor's principal residence is located in the State of Florida at the address set forth in Section 19 below, and other than 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, no consent of any other person or entity and no authorization, approval, consent or other action by, and no notice to or filing or registration with, any governmental authority or regulatory body is required for (A) the grant of a security interest by Guarantor in the Collateral pursuant to this Agreement, (B) the execution, delivery or performance of this Agreement by Guarantor, or (C) the creation, perfection or maintenance of the security interest created hereby (including, but not limited to, the first priority nature of such security interest); (iv) Guarantor has full power, authority and legal right to pledge all of the Collateral pursuant to this Agreement, and the execution, delivery and performance of this Agreement does not violate or result in a breach or default (with the giving of notice, the passage of time, or otherwise) under any contract, understanding, judgment, order, writ, law or regulation that is applicable to Guarantor or Guarantor's assets, and this Agreement is the valid, legal and binding obligation and agreement of Guarantor and is enforceable against Guarantor in accordance with its terms; (v) all Patents and Trademarks owned by Guarantor and utilized by Debtor are set forth on Exhibit 2 to this Agreement; (vi) all of the Patents and Trademarks owned by Guarantor and described on Exhibit 2 attached hereto are valid and have been duly registered or filed with all appropriate governmental authorities and constitute all of Guarantor's Patents and Trademarks used by Debtor in the operation of its business; (vii) there is no objection to or pending challenge to the validity of any of Guarantor's Intellectual Property and Guarantor is not aware of any grounds for any challenge; (viii) none of Guarantor's Intellectual Property infringes on the rights of any third parties, and Guarantor has not received any notice claiming an infringement by Guarantor relating to the use of any of its Intellectual Property; (ix) except for licenses of the Patents and Trademarks described on Exhibit 2 attached hereto between Debtor, as licensee, and Guarantor, as licensor (the "Licenses"), Guarantor does not license any of the Patents and Trademarks to any third parties; and (x) there are no written agreements between Guarantor and the Debtor relating to the Licenses.

(c) Guarantor covenants and agrees with Secured Party that (i) Guarantor shall not change Guarantor's place of residence without notifying Secured Party in writing, at least thirty (30) days prior thereto, of any such change or any change in Guarantor's name or the adoption by Guarantor of a trade name, assumed name or fictitious name, and, in such event, Guarantor shall execute and deliver to

Secured Party (and Guarantor agrees that Secured Party may execute and deliver the same as Guarantor's irrevocable attorney-in-fact) new UCC-1 financing statements 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 address and/or change in or adoption of name, and Guarantor shall pay all filing and recording fees, costs and charges and taxes in connection with the filing and/or recordation of such financing statements and will immediately reimburse Secured Party therefor if it pays the same, with interest thereon at the maximum rate provided by applicable law, (ii) Guarantor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as any claims of any kind against or with respect to the Collateral, (iii) Guarantor will not sell, assign, transfer (by operation of law or otherwise) or otherwise dispose of, or grant any option or license (other than the Licenses) with respect to, any of the Collateral, and Guarantor will not create, incur or permit to exist, and will warrant and defend the Collateral against, and will take such other action as is necessary to remove, any lien or claim on or to the Collateral (other than in favor of Secured Party), and will defend the right, title and interest of Secured Party in and to any of the Collateral against the claims and demands of all persons whomsoever, and will maintain and preserve Secured Party's lien and security interest granted hereunder and the first priority thereof as described in this Agreement, (iv) Guarantor will not amend, modify, extend, terminate, sell or assign any of the Licenses without the prior written consent of Secured Party, and (v) Guarantor shall not 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.

(d) This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the payment in full and the full performance of the Guaranteed Obligations.

11. Further Assurances. Guarantor 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, without limitation, in any foreign jurisdictions. Guarantor 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 Guarantor.

12. Default; Remedies.

(a) Each of the following shall constitute an "Event of Default" hereunder:

(i) Guarantor fails to timely pay or duly perform any of the Guaranteed Obligations, which failure, if it is capable of being cured, remains uncured for thirty (30) days after written notice is given to Guarantor by Secured Party; or

(ii) any representation or warranty made by Guarantor 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 the Debtor Security Agreement; 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 Guarantor, 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) the bankruptcy or insolvency of Guarantor.

(b) Upon the occurrence of an Event of Default under this Agreement, Secured Party shall have and may exercise from time to time any and all rights and remedies of a secured party under the UCC and any and all rights and remedies available to it under any other applicable law. Upon disposition of any of the Collateral after the occurrence of any default hereunder, Secured Party shall have the right to apply all or any part of the proceeds thereof to (or to hold the same as a reserve against) all or any of the Guaranteed Obligations, whether or not they, or any of them, be then due, and in such order of application as Secured Party may from time to time elect. Secured Party or its nominee shall be entitled, at its option, to collect and receive all or any part of the Collateral and Guarantor hereby appoints Secured Party (such appointment being irrevocable and coupled with an interest) as the attorney-in-fact of Guarantor, with full power of substitution to do so, including for the purpose of signing and endorsing, in the name of Guarantor, all checks, drafts and other instruments relating to the liquidation or sale of the Collateral, and performing such other acts in connection with any of the Collateral as Secured Party, in Secured Party's sole discretion, may determine to be appropriate, all at the cost of Guarantor and without any liability whatsoever on the part of Secured Party. At any sale, Secured Party or other holder of the Guaranteed 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 Guaranteed Obligations the whole or any part of the Collateral. 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. 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, or now or hereafter existing at law or in equity. Any payment made or expense incurred by Secured Party (including, without limitation, 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 payable by Guarantor on demand, with interest at the maximum amount permitted by applicable law.

13. Limited Recourse. Notwithstanding anything to the contrary in this Agreement, Secured Party agrees that (i) Guarantor's liability in respect of Debtor's obligations under the Plan shall be limited to the enforcement of Secured Party's rights and remedies in respect of the Collateral, and Guarantor shall not have any personal liability to Secured Party for any amounts which remain outstanding in respect of Debtor's obligations under the Plan after Secured Party's enforcement of its remedies in respect of the Collateral; (ii) if any suit is brought to enforce the Debtor Security Agreement or this Agreement, whether after maturity or at any other time, any judgment obtained against Guarantor in such suit shall be enforced only against the Collateral; and (iii) if Secured Party forecloses its interest in the Collateral, Secured Party shall not enforce any judgment for any deficiency of any kind or nature against Guarantor, including, without limitation, for any attorneys' fees and expenses described in Section 14, below. Nothing in this Section 13 shall affect or impair (a) Debtor's liability under the Plan or the Debtor Security Agreement, which is absolute, unlimited and unconditional, or (b) Secured Party's right to join Guarantor as a party to any legal proceedings to enforce this Agreement. The provisions of this Section 13 shall govern and control over any conflicting or inconsistent provisions in this Agreement.

14. Expenses. All expenses (including, without limitation, reasonable attorneys' fees and disbursements) that Secured Party may incur in connection with the enforcement of this Agreement or the Guaranteed Obligations, including but not limited to any modifications or amendments of any of the foregoing; the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral; the exercise or enforcement of any of the rights of Secured Party hereunder; or the failure by Guarantor to perform or observe any of the provisions hereof, shall be part of the Guaranteed Obligations secured by the Collateral (and shall be subject to the limited recourse provisions of Section 13 above). The term "attorneys' fees" shall be deemed to include legal, paralegal, and other professional fees whether incurred before, at or after trial, on appeal, or in investigative, administrative, insolvency or bankruptcy proceedings. Guarantor agrees that Secured Party shall have no liability or duty, either before or after the occurrence of an Event of Default, on account of loss of or damage to the Collateral, to enforce any of Secured Party's rights against the Collateral, to collect any income accruing on the Collateral, or to preserve rights against other persons or entities.

15. Cumulative Rights. All rights, powers and remedies of Secured Party hereunder and under any other agreement now or at any time hereafter in force between Secured Party and Guarantor, shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to Secured Party by law.

16. Independent Obligations. The obligations of Guarantor hereunder are independent of the obligations of Debtor and a separate action or actions may be brought and prosecuted against Guarantor whether or not Debtor is joined therein or a separate action or actions are brought against Debtor. Secured Party may maintain successive actions for other defaults. Secured Party's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all indebtedness and obligations, the payment and performance of which are hereby guaranteed, have been paid and fully performed.

17. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of the prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. Successors and Assigns. This Agreement shall inure to the benefit of Secured Party and its successors and assigns, and shall bind Guarantor and Guarantor's heirs, executors, administrators, and personal representatives. This Agreement may not be assigned by Guarantor without the prior written consent of Secured Party, which consent may be withheld in Secured Party's sole and absolute discretion. This Agreement may be assigned by Secured Party (including a collateral assignment) with respect to all or any portion of the Guaranteed Obligations, and when so assigned Guarantor shall be liable to the assignees under this Guaranty without in any manner affecting the liability of Guarantor hereunder with respect to any Guaranteed Obligations not assigned.

19. Notices. Any notice or other communication required or permitted to be given shall be in writing addressed to the respective party as set forth below and may be personally served, telecopied or sent by overnight courier or U.S. Mail and shall be deemed given: (a) if served in person, when served; (b) if telecopied, on the date of transmission if before the recipient's close of business on a business day or otherwise on the next business day; provided that the sender obtains and retains confirmation of such telecopy and a hard copy of such notice is also sent pursuant to (c) or (d) below; (c) if by overnight courier, on the first business day after delivery to the courier; or (d) if by U.S. Mail, certified or registered mail, return receipt requested on the fourth (4th) day after deposit in the mail postage prepaid.

If to Guarantor: Shifra Pomerantz
3690 NE 207th Terrace
Aventura, Florida 33180

With copy to (which shall not constitute notice):

Gary M. Murphree, Esq.
10743 SW 104th Street
Miami, Florida 33176
Emails: gmm@amlaw-miami.com and 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, Esq.
Berger Singerman LLP
1450 Brickell Avenue, Suite 1900
Miami, Florida 33131
Email: rubens@bergersingerman.com

20. Additional Representations and Warranties.

(a) Guarantor is fully aware of the financial and other condition of Debtor. Guarantor is executing and delivering this Agreement based solely upon Guarantor's own independent investigation and in no part upon any representation or statement of Secured Party with respect thereto. Guarantor is in a position to obtain and hereby assumes responsibility for obtaining any additional information concerning Debtor as Guarantor may deem material to Guarantor's obligations hereunder, and Guarantor is not relying upon, nor expecting Secured Party to furnish, any information concerning Debtor's financial or other condition.

(b) Guarantor acknowledges receipt of good, valuable and sufficient consideration for Guarantor's entering into and performing under this Agreement. Guarantor has an independent obligation hereunder given in consideration of Secured Party's agreement to continue to extend credit to Debtor, from which Guarantor derives continuing material value and benefit.

21. No Marshalling. Guarantor specifically consents and agrees that Secured Party shall be under no obligation to marshal any assets in favor of Guarantor or against or in payment of any or all of the Guaranteed Obligations.

22. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, exclusive of its choice of law provisions.

(b) When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa.

(c) No provision of this Agreement or right granted to Secured Party hereunder can be waived in whole or in part nor can Guarantor be released from Guarantor's obligations hereunder except by a writing duly executed by an authorized officer of Secured Party.

(d) The headings of this Agreement are inserted for convenience only and shall have no effect upon the construction or interpretation hereof.

(e) GUARANTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING DIRECTLY, INDIRECTLY OR OTHERWISE IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS GUARANTY SHALL BE LITIGATED ONLY IN THE COURT IN THE BANKRUPTCY CASE OR A NON-BANKRUPTCY COURT LOCATED IN MIAMI-DADE COUNTY, FLORIDA. GUARANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF SUCH COURTS. GUARANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON GUARANTOR BY FURNISHING TO GUARANTOR A COPY OF SUCH PROCESS IN THE MANNER PROVIDED FOR NOTICES ABOVE. GUARANTOR HEREBY WAIVES ANY RIGHT GUARANTOR MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST GUARANTOR BY SECURED PARTY IN ACCORDANCE WITH THIS SECTION.

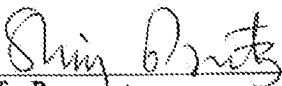
(f) GUARANTOR AND SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GUARANTOR AND BY SECURED PARTY, AND GUARANTOR ACKNOWLEDGES THAT NEITHER SECURED PARTY NOR ANY PERSON ACTING ON BEHALF OF SECURED PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE GUARANTOR TO INCLUDE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

(g) This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and by electronic signature, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Guarantor and Secured Party have executed and delivered this Agreement as of the date first above written.

GUARANTOR:



Shifra Pomerantz

SECURED PARTY:

STARRY LIMITED

By: _____ Name:
Title:

IN WITNESS WHEREOF, Guarantor and Secured Party have executed and delivered this Agreement as of the date first above written.

GUARANTOR:

Shifra Pomerantz

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.

**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 42nd 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

42-month Plan life	PDI		Quarterly Pay
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

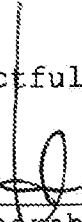
The following are conditions precedent to the Effective Date that must be satisfied or waived in writing by the party entitled to the benefit thereof:

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

Asset Description	Book Value	Liquidation Value
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	\$ 480,444.02	
Liquidation value		\$ 57,127.00
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
Income										
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										
Total Income	\$ 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
Cost of Goods Sold										
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										
Costs	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00	16,200.00
Total Cost of Goods Sold	\$ 43,300.00	\$ 43,300.00	\$ 43,300.00	\$ 43,630.00	\$ 38,800.00	\$ 52,300.00	\$ 56,800.00	\$ 59,050.00	\$ 61,300.00	441,780.00
Gross Profit	\$ 46,700.00	\$ 46,700.00	\$ 46,700.00	\$ 46,370.00	\$ 41,200.00	\$ 57,700.00	\$ 63,200.00	\$ 65,950.00	\$ 68,700.00	483,220.00
Expenses										
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
Total Advertising	\$ 7,950.00	\$ 7,950.00	\$ 7,950.00	\$ 7,950.00	\$ 8,450.00	\$ 8,719.00	\$ 8,719.00	\$ 8,730.00	\$ 8,710.00	75,128.00
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
Auto and Truck Expenses										
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
Total Auto and Truck	\$ 1,122.39	\$ 897.98	\$ 1,154.19	\$ 1,154.19	\$ 1,154.19	\$ 1,154.19	\$ 1,153.27	\$ 1,372.28	\$ 1,177.43	10,340.11
Expenses										
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
Total Expo Expenses	\$ 700.00	\$ 700.00	\$ 5,700.00	\$ 5,700.00	\$ 700.00	\$ 1,000.00	\$ 7,700.00	\$ 4,700.00	\$ 900.00	27,800.00
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
Worker's Compensation	366.00									366.00
Total Insurance Expense	\$ 3,057.06	\$ 2,691.06	\$ 2,709.49	\$ 2,641.84	\$ 218.84	\$ 2,641.84	\$ 2,660.27	\$ 2,660.27	\$ 2,641.84	21,922.51
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
Total Legal Fees	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	2,250.00
Licenses							-11.97			
Meals and Entertainment	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	900.00
Office Expense and										
Supplies	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	2,700.00
Payroll Expense										0.00
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
Total Payroll Expense	\$ 26,600.00	\$ 26,600.00	\$ 26,600.00	\$ 26,600.00	\$ 26,600.00	\$ 26,600.00	\$ 26,600.00	\$ 26,600.00	\$ 26,600.00	239,400.00
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	352.08	749.01	3,213.57
Rent Expense										
RENT	1,650.00	1,650.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	1,750.00	15,550.00
Total Rent Expense	\$ 1,650.00	\$ 1,650.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	15,550.00
Repairs and Maintenance	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,350.00
Telecommunications	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	5,850.00
Travel and Lodging										
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
Total Travel and Lodging	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	4,500.00
Utilities	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	3,150.00
Website Hosting Expense	140.98	158.35	226.29	178.63	132.55	242.60	165.27	132.52	154.07	1,531.26
Total Expenses	\$ 49,259.11	\$ 47,946.38	\$ 53,105.91	\$ 53,351.57	\$ 46,169.15	\$ 49,463.93	\$ 57,055.19	\$ 54,035.15	\$ 52,600.18	462,986.57
Net Operating Income	-\$ 2,559.11	-\$ 1,246.38	-\$ 6,405.91	-\$ 6,981.57	-\$ 4,969.15	\$ 8,236.07	\$ 6,144.81	\$ 11,914.85	\$ 16,099.82	20,233.43
Other Income										
Miscellaneous Income			0.00							0.00
Total Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00
Net Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00
Net Income	-\$ 2,559.11	-\$ 1,246.38	-\$ 6,405.91	-\$ 6,981.57	-\$ 4,969.15	\$ 8,236.07	\$ 6,144.81	\$ 11,914.85	\$ 16,099.82	20,233.43
Creditor Payments	2,150.00	2,150.00	2,150.00	2,150.00	2,150.00	2,150.00	2,150.00	2,150.00	2,150.00	18,380.00

Financial Projections 2024

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total
Income													
Discounts and Allowances													0.00
Sales	125,000.00	120,000.00	110,000.00	120,000.00	100,000.00	100,000.00	100,000.00	90,000.00	120,000.00				985,000.00
Shipping Income													0.00
Total Income	\$125,000.00	\$120,000.00	\$110,000.00	\$120,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$90,000.00	\$120,000.00				\$985,000.00
Cost of Goods Sold													
Cost of Goods Sold	56,250.00	54,000.00	49,500.00	54,000.00	45,000.00	45,000.00	45,000.00	40,500.00	54,000.00				443,250.00
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				18,000.00
Inventory Adjustment		0.00	0.00				0.00	0.00					0.00
Inventory Shrinkage	0.00												0.00
Packaging Supplies							330.00						330.00
Shipping and Freight													0.00
Costs	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00				27,000.00
Total Cost of Goods Sold	\$ 61,250.00	\$ 59,000.00	\$ 54,500.00	\$ 59,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,330.00	\$ 45,500.00	\$ 59,000.00				\$488,580.00
Gross Profit	\$ 63,750.00	\$ 61,000.00	\$ 55,500.00	\$ 61,000.00	\$ 50,000.00	\$ 50,000.00	\$ 49,670.00	\$ 44,500.00	\$ 61,000.00				\$496,420.00
Expenses													
Accounting Services	379.46	277.98	696.32	317.46	575.83	132.22	261.71	324.94	511.98				3,447.90
Advertising/ Marketing	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	9,000.00	9,000.00	9,000.00				78,000.00
Expo Marketing	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				5,400.00
Total Advertising	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00				\$ 83,400.00
Alarm Monitoring	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00				450.00
Amortization Expense													0.00
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				6,750.63
Gas	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00				2,250.00
Insurance	253.64	253.64	253.64	252.32	27.91	284.12	284.12	284.12	284.12				2,177.63
Parking & Tolls													0.00
Total Auto and Truck Expenses	\$ 1,253.71	\$ 1,253.71	\$ 1,253.71	\$ 1,252.39	\$ 1,027.98	\$ 1,284.19	\$ 1,284.19	\$ 1,284.19	\$ 1,284.19				\$ 11,178.26
Bank and Merchant Charges	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00				2,700.00
Business Gifts													0.00
Charitable	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00	18.00				162.00
Contributions	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				11,400.00
Commission Expense													0.00
Computer and Software Expense	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00				6,750.00
Dues and Subscriptions	79.95	79.95	79.00	674.95	85.00		59.95	39.97	39.97				1,138.74
Expo Expenses													0.00
Events Coordinator	500.00	500.00	500.00	500.00	500.00	0.00	0.00	0.00	0.00				2,000.00
Exposition		7,500.00	2,500.00	2,500.00	2,500.00	0.00	0.00	0.00	0.00				15,000.00
Conventions	500.00	500.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00				1,500.00
Helpers	300.00	300.00	300.00	0.00	0.00	0.00	0.00	0.00	300.00				1,200.00
Lodging	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00				1,350.00
Reimbursements paid	900.00	900.00	700.00	700.00	700.00	700.00	700.00	700.00	900.00				6,900.00
Total Expo Expenses	\$ 2,350.00	\$ 9,850.00	\$ 4,650.00	\$ 3,850.00	\$ 3,350.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 1,000.00				\$ 27,600.00
Insurance Expense			368.66	368.66	368.66	387.09	368.66	-2,054.34	368.66				176.05
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	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				1,775.82
Worker's Compensation		450.00	406.00	366.00									1,222.00
Total Insurance	\$ 3,471.62	\$ 2,772.40	\$ 3,097.06	\$ 3,057.06	\$ 2,691.06	\$ 2,709.49	\$ 2,641.84	\$ 218.84	\$ 2,641.84				\$ 23,301.21
Interest Expense	2,077.29	2,090.50	2,093.18	1,739.60	1,743.95	1,748.31	1,752.68	1,757.06	1,761.45				16,734.02
Internet Service	285.60	269.79	269.79	269.79	269.79	269.79	269.79	269.79	269.79				2,443.92
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	325.00				1,665.30								1,990.30
Total Legal Fees	\$ 575.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 1,915.30	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00				\$ 4,240.30
Licenses			491.25										479.28
Meals and Entertainment	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00				2,250.00
Office Expense and Supplies	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00				2,700.00
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				14,850.00
Salaries & Wages	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00	27,000.00				243,000.00
Total Payroll Expense	\$ 28,650.00	\$ 28,650.00	\$ 28,650.00	\$ 28,650.00	\$ 28,650.00	\$ 28,650.00	\$ 28,650.00	\$ 28,650.00	\$ 28,650.00				\$257,850.00
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	5.00	22.00											27.00
Reference Materials	287.38	165.52	236.69	13.09	246.49		431.02	86.65					1,436.84
Reimbursements	704.16	352.08	0.00	704.16	0.00	352.08	0.00	352.08					2,816.64
Rent Expense	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				16,150.00
RENT	\$ 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				\$ 16,150.00
Total Rent Expense	\$ 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				\$ 16,150.00
Repairs and Maintenance	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00				1,350.00
Telecommunications	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00				5,400.00
Travel and Lodging													0.00
Local Transportation													0.00
Lodging													0.00
Rental Auto													0.00
Tickets													0.00
Total Travel and Lodging	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00				\$ 0.00
Utilities	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00				4,500.00
Website Hosting													0.00
Expense	124.71	139.78	216.42	140.98	158.35	226.29	178.63	132.55	242.60				1,560.31
Total Expenses	\$ 55,191.88	\$ 61,131.71	\$ 56,891.42	\$ 55,887.48	\$ 55,781.75	\$ 51,540.37	\$ 52,197.81	\$ 50,084.07	\$ 52,859.93				\$491,566.42
Net Operating Income	\$ 8,558.12	-\$ 131.71	-\$ 1,391.42	\$ 5,112.52	-\$ 5,781.75	-\$ 1,540.37	-\$ 2,527.81	-\$ 5,584.07	\$ 8,140.07				\$ 4,853.58
Other Income													
Miscellaneous Income													0.00
Total Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00				\$ 0.00
Net Other Income	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00				\$ 0.00
Net Income	\$ 8,558.12	-\$ 131.											

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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% distribution to creditors					\$	0.15
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EXHIBIT D

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
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

Title	Pat. No.	Issue Date	Owner	Status
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 – owner not listed – domain name is registered anonymously

EXHIBIT 2

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