

ESTTA Tracking number: **ESTTA728909**

Filing date: **02/23/2016**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91213057
Party	Defendant Hylete LLC
Correspondence Address	KYRIACOS TSIRCOU TSIRCOU LAW PC 515 S FLOWER ST , FL 36 LOS ANGELES, CA 90071 2221 UNITED STATES kyri@tsircoulaw.com, johnbegakis@tsircoulaw.com
Submission	Testimony For Defendant
Filer's Name	Kyri Tsircou
Filer's e-mail	kyri@tsircoulaw.com
Signature	/kyri tsircou/
Date	02/23/2016
Attachments	Matt Paulson Exhibits 1-9.pdf(2990288 bytes) Matt Paulson Exhibits 10-17.pdf(2617856 bytes) Matt Paulson Exhibits 18.pdf(4346300 bytes) Matt Paulson Exhibits 18 cont-end.pdf(2193109 bytes) Referenced EX 0034.pdf(1085963 bytes) Referenced EX 0031.pdf(3536222 bytes) Referenced EX 0029.pdf(162806 bytes) Referenced EX 0032.pdf(1777696 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

HYBRID ATHLETICS, LLC,

Opposer,

v.

HYLETE, INC.,

Applicant.

Opposition No.: 91213057

Application Serial No.: 85/837,045

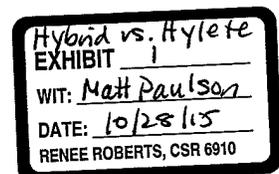
APPLICANT'S NOTICE OF TRIAL DEPOSITION

PLEASE TAKE NOTICE THAT pursuant to Trademark Rule 2.123 and Federal Rule of Civil Procedure 30, Applicant Hylete, Inc. ("Applicant"), by its attorneys of record, will take the trial deposition by oral examination of Matt Paulson, Hylete, Inc., 564 Stevens Avenue, Solana Beach, California 92075, to be held at the offices of Hylete, Inc., located at 568 Stevens Avenue, Solana Beach, California 92075, on Wednesday, October 28, 2015, commencing at 9:00 a.m. The deposition will be taken before a notary public or other officer duly authorized to administer oaths, and will be recorded by stenograph. The deposition will continue from day to day until completed.

All counsel of record are invited to attend the deposition and examine the deponent in accordance with applicable rules.

DATE: October 16, 2015

/kyri tsircou/
Kyriacos Tsircou
Tsircou Law, P.C.
Attorneys for Applicant



CERTIFICATE OF SERVICE

I hereby certify that on October 16, 2015, I have sent a copy of
APPLICANT HYLETE, INC.'S NOTICE OF TRIAL DEPOSITION to the
foregoing, by electronic mail and U.S. Mail, First Class pre-paid postage, to:

Wesley W. Whitmyer
Whitmyer IP Group
600 Summer Street
Stamford, CT 06901
Tel. (203) 703-0800 Facsimile (203) 703-0801
Email:litigation@whipgroup.com

/kyri tsircou/

Kyriacos Tsircou, Esq.

Term Sheet:

Between:

JACO Athletics
624 S Military Trail
Deerfield Beach, FL 33442

Rob Orlando
Hybrid Athletics
7 Hyde Street
Stamford, CT 06907

Terms:

Term length: Jan 1st, 2012 to Dec 31, 2012

\$1500 Cash per quarter to be paid: Paid within 15 days of the close of the quarter

\$1500 Product per quarter

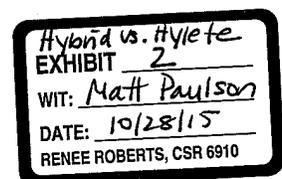
Product in excess of \$1500 can be purchased at cost plus 10%

JACO will allow co-branding with Hybrid Athletics.

JACO will build a tri-branded short with the JACO logo, Hybrid Athletics logo, and Rogue Fitness logo to be used in Rogue Events. We can define Rogue events in contract

General Requirements of Ambassadors:

1. Ambassador shall wear at all times, where appropriate, JACO Apparel, Footwear*, Equipment, and Accessories, especially when training or working out. Ambassador shall not wear competitive brands unless approved, in advance, by JACO.
2. Ambassador shall be available a minimum of four (4) times per year for video/photo shoots.
3. Ambassador shall be available for a minimum of two (2) personal appearances of no less than two (2) hours on a yearly basis.



4. Ambassador shall place web banners on their personal web site, at the direction of JACO, in a manner that emphasizes their strategic relationship with JACO.
5. Ambassador shall post a minimum of one (1) per week on Ambassador's FaceBook page referencing JACO.
6. Ambassador shall post a minimum of one (1) per week on JACO FaceBook page.
7. Ambassador shall tweet a minimum of one (1) per week referencing JACO.

1 Orlando - Highly Confidential

2 A. This looks like an e-mail from me to
3 our screen printer, Matt D'Mazio. I had asked
4 him for some logos. Let's see here. It's a
5 response from Matt Paulson, who was doing our
6 shorts, who was making the Hybrid Athletics/JACO
7 shorts for us. Let's see, yes. It looks like he
8 was sending me, what is this? February 2012. So
9 we were in a printing arrangement with JACO, and
10 JACO, they had been providing us with shorts, and
11 then my screen printer was putting our logo on
12 the shorts.

13 (Exhibit 29, Image of shorts, was
14 received in evidence, as of this date.)

15 A. Paulson was my main point of contact
16 at JACO. He was the person that I would reach
17 out to for ordering. Jen Knoll was actually
18 another woman that I spoke with frequently to
19 place orders for the JACO shorts.

20 At the time the CrossFit community
21 was absolutely littered with T-shirts and T-shirt
22 companies. It was like a frenzy to get involved.
23 There was almost nobody creating a really cool,
24 durable short, and JACO just, I can't even
25 remember how I got introduced to JACO, but they

1 Orlando - Highly Confidential
2 came to me and said that -- I'm trying to think
3 of how I got introduced to them. However that
4 happened, JACO and Hybrid Athletics partnered,
5 and they did a run for us of their shorts where
6 they put our logo on their shorts.

7 We sold those shorts all over the
8 world, and we could not keep them on our shelves.
9 It was one of those things that -- it was a
10 unique product. It had a drawstring. It has a
11 fight short. It had pocket. It was a four-way
12 stretch. The material was durable. I still have
13 many of those shorts and they don't look like
14 they have aged a day. So that product was
15 absolutely so strong for us, and we got to a
16 point where I would take those on a trip to
17 Australia and I would open my suitcase and they
18 were gone as I emptied the suitcase like just
19 people pulled them out of the bag. And no matter
20 what they cost, they wanted those shorts, and it
21 was a huge mover for us for a long, long time.

22 Q. And are these the shorts you're
23 talking about?

24 A. These are the exact shorts, yes.

25 Q. Exhibit 29?

1 Orlando - Highly Confidential

2 A. It had a pocket. It had a slit up
3 the sides, four-way stretch material, super
4 durable, material that I think was unique. These
5 weren't in the CrossFit community at the time.
6 And Rogue had their fight shorts, slightly
7 different style. No pockets. A little bit more
8 rigid waistband. These were completely unique.

9 Q. Who was your main contact at JACO?

10 A. It was Matt Paulson and Jen Knoll.

11 Q. How would you work with Matt Paulson?

12 MR. BEGAKIS: Objection. Leading the
13 witness.

14 A. Well, with Jen, she used to handle
15 our orders. In the beginning it was Matt Paulson
16 that used to handle the orders. JACO was also
17 paying me, so they were paying me \$2500
18 quarterly, and I would submit invoices. I'm
19 pretty sure I would submit the invoices to Matt,
20 who would make sure that I got compensated.

21 So they were my main points of
22 contact at JACO. I spoke with Glen Robinson, who
23 was the CEO. I talked to him a couple of times
24 very, very briefly. So almost all my dialogue
25 with the JACO guys was with Matt or Jen.

HYLETE Team Captain Commission Program

Program Specifics:	HYLETE Ambassador Trainers receive commissions on Direct Referred Athlete Net Purchases, Direct	
	Commissions on Direct Referred Athlete Accounts (Retail Pricing):	20%
	Commissions on Direct Referred Ambassadors Net Purchases (40% off Retail):	10%
	Commissions on Indirect Referred Athlete Net Purchases (Retail Pricing)	5%

Assumption Inputs:		Per Year	Per Month	Per Day
	Projected Direct Referred Athletes (End Consumers)		0.0	0.0
	Projected Direct Referred Trainers, Service Personnel, etc		0.0	0.0
	Projected Network Created by each referred trainer, service personnel, etc		0.0	0.0
	Estimated Yearly Net Purchases of each Ambassador Trainer or Athlete	400	\$ 33.33	\$ 1.11
	Estimated Yearly Net Purchases of each Athlete (End Consumer)	100	\$ 8.33	\$ 0.28

Commission Payments:	Ambassador Commissions (Projected)	Year					
	<i>if Calculated on input assumption cells above (yellow)</i>	2012	2013	2014	2015	2016	2017
	Commissions on Direct Referred Athlete Accounts (Retail Pricing):	-	-	-	-	-	-
	Commissions on Direct Referred Ambassadors Net Purchases (40% off Retail):	-	-	-	-	-	-
	Commissions on Indirect Referred Athlete Net Purchases (Retail Pricing)	-	-	-	-	-	-
	Total Commissions per Year (\$)	-	-	-	-	-	-
	<i>Monthly Commissions (\$)</i>	-	-	-	-	-	-

1. Chart is calculated on input assumption cells above (yellow)
2. Chart assumes that the Referred Athletes and Ambassadors Remain HYLETE Customers from their initial first purchase year through 2017
3. 2012 is calculated as only 6 months or one-half year

Hylete vs. Hylete
 EXHIBIT 4
 WIT: Matt Paulson
 DATE: 10/28/15
 RENEE ROBERTS, CSR 6910



HYLETE

Sandbag Fitness Black T-Shirt



9" Wide
Centered Chest

Front



2" wide logo
0.5" below collar seam

Back

Hylete vs. Hylete
 EXHIBIT 5
 WIT: Matt Paulson
 DATE: 10/28/15
 RENEE ROBERTS, CSR 6910

Pantone 430 C

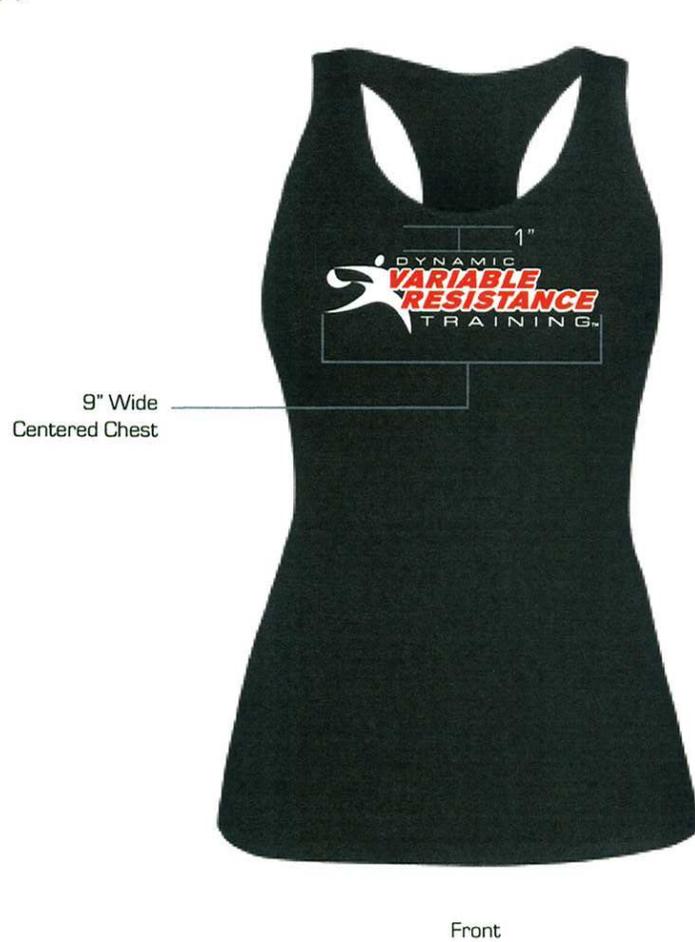
Pantone 1797 C





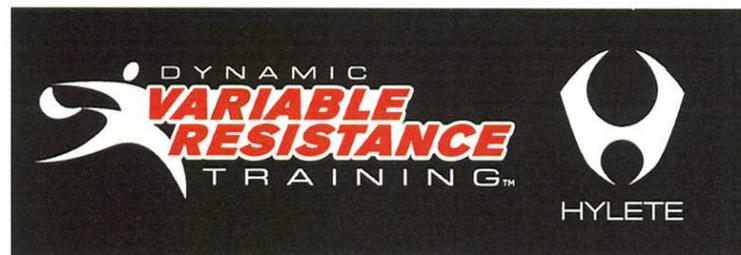
HYLETE

Sandbag Fitness Women's Black Tank



Pantone 430 C

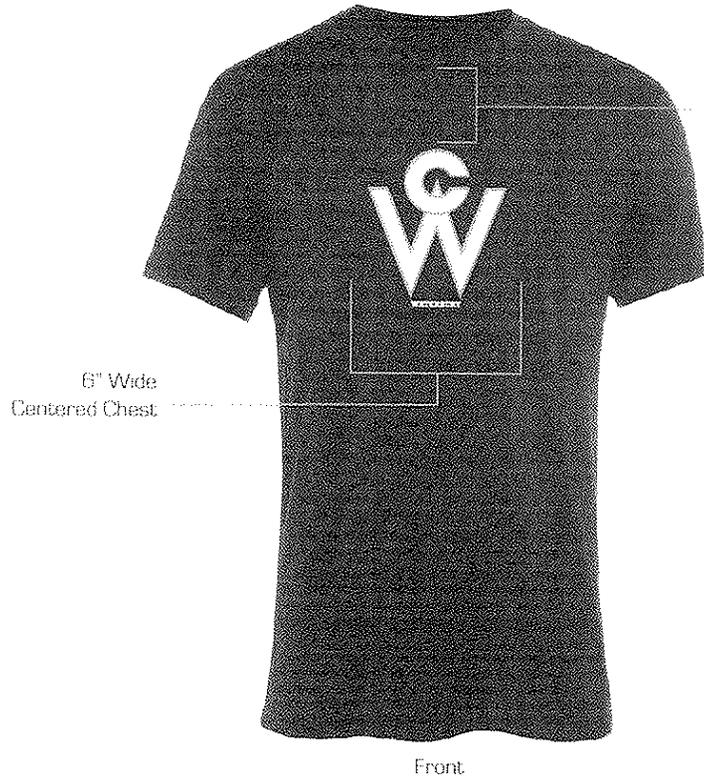
Pantone 1797 C



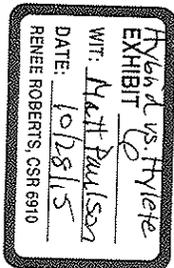


HYLETE

Chad Waterbury Black T-Shirt



5" from
neck line seam



Front Logo:
 - 6" wide Centered on Chest
 - Placed 5" from top of neck line

Back Logo:
 - 3" Wide
 Placed 1.75" from top of neck line

* Not to Scale

- White
- 1797 C
- 104 C





HYLETE

Performance U Crew- Black



Hyland vs Hylete
EXHIBIT
WIT: Matt Paulson
DATE: 10/28/15
RENEE ROBERTS, CSR 6910

White

1797 C





HYLETE

Performance U Crew- Black



White

1797 C





Matt Paulson <mpaulson@hylete.com>

Matt--this is the 100th person to send an email like this

3 messages

Rob Orlando <conanrules1@gmail.com>
To: Matt Paulson <mpaulson@hylete.com>

Mon, Mar 11, 2013 at 9:28 AM

Matt--

Thought you might like to see this. His email is one of a hundred I've gotten...and literally thousands of people have asked if you guys are an off shoot of Hybrid Athletics.



Jesse Clay Rob Orlando
23 hours ago near Lenexa, KS

Options

You should investigate HYLETE...unless they r a branch of Hybrid they chicken hawked your logo...heads up.

Like · Comment

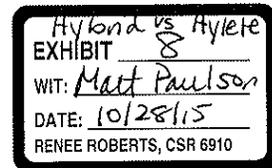


Matt Paulson <mpaulson@hylete.com>
To: Robert Orlando <conanrules1@gmail.com>

Mon, Mar 11, 2013 at 10:56 AM

Hey Rob,

Hope you're doing well!



With any new logo, people associate that logo with something they have already seen or are familiar with until that new logo takes a life of its own. Our logo is no different. I won't lie, in the beginning we had a few people say it looks like your logo. We also had people tell us it looks like our old JACO logo. If you look at our FB page, you'll see many people comment that it reminds them of Under Armour. In fact, the Under Armour comment has been received the most because that is

the brand more people are familiar with. The list could continue with the number of logos that we are compared to- Honda, Hurley, Hyperlite, Spyder, etc. If you put all these logos in a line, you could pick out similarities and dissimilarities; however, they are all individually distinctive.

If you haven't already, put our two 'H's next to each other- Is there a common H element? Sure. Other than that, it's completely different. Ours is round, yours square. The peaks and valleys totally different, etc.

Again, I'm sorry you feel like we 'knocked off' your logo. It couldn't be further from the truth. I'm sure at this point a relationship between HYLETE and HA is off the table. However, I hope we can remain friends.

In regards to an email I sent late last year, the offer is still out there. A European magazine would like to do an article/interview with you. Let me know if you want me to connect you.

Best Regards,

Matt

On Mon, Mar 11, 2013 at 10:28 AM, Rob Orlando <conanrules1@gmail.com> wrote:

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Jesse Clay posted to Rob Orlando
23 hours ago near Lenexa, KS ·

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You should investigate HYLETE...unless they r a branch of Hybrid they chicken hawked your logo...heads up.

Like · Comment



--

Matt Paulson | Chief Integration Officer | 858-225-7185 | ex 102

HYLETE 

train. compete. live.



Matt Paulson <mpaulson@hylete.com>
To: Ron Wilson <rwilson@hylete.com>

Mon, Mar 31, 2014 at 10:59 AM

Hey Ron,

Rob's email is at the bottom and my response to him is below. He never replied to my email.

I'll go through and see what else I can find. Do you want me to send all?

Thanks, Matt

----- Forwarded message -----

From: **Matt Paulson** <mpaulson@hylete.com>

Date: Mon, Mar 11, 2013 at 10:56 AM

Subject: Re: Matt--this is the 100th person to send an email like this

To: Robert Orlando <conanrules1@gmail.com>

Hey Rob,

Hope you're doing well!

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23 hours ago near Lenexa, KS ·

Options

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Like · Comment



--

Matt Paulson | Chief Integration Officer | 858-225-7185 | ex 102



--

Matt Paulson | Chief Integration Officer | 858-225-7185 | ex 102





Matt Paulson <mpaulson@hylete.com>

2013 Northeast Regional - Vendor Information

3 messages

Jason Ackerman <jason.ackerman@albanycrossfit.com>

Sun, May 5, 2013 at
9:42 AM

To: Jason Murphy <jason.murphy@albanycrossfit.com>, Caleb Nelson
<caleb.nelson@albanycrossfit.com>, "Powell, Matt" <matt.powell@reebok.com>,
"Krawetz, Mike" <Mike.Krawetz@reebok.com>
Bcc: mpaulson@hylete.com

Vendors,

The Northeast Regional is less than two weeks away and we are excited to have each of you on board.

Caleb Nelson and I will be your contacts for the 2013 Northeast Reebok CrossFit Regional. I am going to go over some basic information and answer some basic questions. This is my fifth year as a part of this amazing event and Caleb's second year working directly with you, so we are not new to everyone's needs and wants. A few things are changing on the HQ side of things but we will roll with it.... So here we go....

1. All set up needs to be done on Thursday or Friday. Thursday we will be opening the gates to the Vendors at 12pm. I will be there to direct you to where your spot is. Friday set up times are going to be MUCH shorter. As you will have less than 2 hours in the morning to get everything set up, it is ideal for you to show up on Thursday and get that out of the way.

2. If you are shipping pallets or boxes (pallets are much easier) please ship to:

Reebok Crossfit Northeast Regional

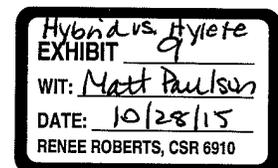
c/o Mike Krawetz

Company name: _____ (Please do not forget to put your Company name. we will not know who it goes to!)

1895 JW Foster Blvd

Canton, Ma 02021 Vendors,

All product will be safe as we have overnight security.



3. If exhibitors / sponsors are promoting a food or beverage product- it can not be sold or given away direct from their booth but can be sampled in 1oz sizes or less. They can also take orders

and ship products to spectators post-event. THIS IS STRAIGHT FROM HQ. Please take this seriously as it will make everyone's experience go very smoothly.

4. You are to remain in your designated area. You may not combine with other booths next to you. Keep all of your POS or product within your area.

5. This year we will be using a vendor layout with specific locations. All locations are in close proximity to Tent City and the Competition Floor. Please see attached document for your specific location. These spots will be marked upon your arrival.

If you have any questions at all please don't hesitate to email or call.

We look forward to working with all of you!
Jason Ackerman and Caleb Nelson
Albany CrossFit/CrossFit Clifton Park

 Vendor Layout.xlsx
36K

Matt Paulson <mpaulson@hylete.com>
To: Judith Sussman <jsussman@hylete.com>

Mon, May 6, 2013 at 9:36 AM

North East Regional
[Quoted text hidden]
--

Matt Paulson | Chief Integration Officer | 858-225-7185 | ex 102

HYLETE 
train. compete. live.



 Vendor Layout.xlsx
36K

Matt Paulson <mpaulson@hylete.com>
To: Ron Wilson <rwilson@hylete.com>

Mon, Oct 5, 2015 at 11:38 AM

See attached- shows vendor list and booth layout for the NE Regional. It shows the booth locations listed in alphabetical order and does not include Hybrid Athletics as a vendor even a few days out from the event.

Matt Paulson | Chief Integration Officer | 858-367-3548



----- Forwarded message -----

From: **Jason Ackerman** <jason.ackerman@albanycrossfit.com>

Date: Sun, May 5, 2013 at 9:42 AM

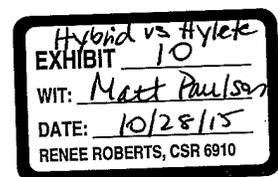
Subject: 2013 Northeast Regional - Vendor Information

To: Jason Murphy <jason.murphy@albanycrossfit.com>, Caleb Nelson <caleb.nelson@albanycrossfit.com>, "Powell, Matt" <matt.powell@reebok.com>, "Krawetz, Mike" <Mike.Krawetz@reebok.com>

[Quoted text hidden]

 **Vendor Layout.xlsx**
36K

Vendor	Plot Number
Afro Brutatlity	1
Again Faster	26
Altrient	3
Boston Beer	4
BSN	5
CrossFit Endurance (SME)	7
Custom Fit Meals	8
Europa Sports Products	9
Fuel for Fire	10
HTG, Inc ProMera Sports	12
HommeMade LLC	13
Hylete	14
JUNK Brand LLC	15
Kill Cliff	17
Lurong Living	6
Life asRX	2
Muscle Pharm	18
NutriForce Sports	19
Progenex	**
Pro Strength	20
Push Press Labs	22
PurePharma	23
Pursuit RX (Dymatize)	24
Quest Nutrition	25
Reebok	**
Rogue	**
SoRock Shop	27
Steve's PaleoGoods	11
Strenth Wraps	28
Stronger Faster Healthier	16
Trigger Point	21
WOD Love Clothing	29
WODHOPPER	3
Wodify (Conigent)	13
X TRAINING EQUIPMENT	30



**2013 REEBOK CROSSFIT GAMES
EXHIBITOR ORDER**

Company Name ("Company"): **Hylete**

Contact Name: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Street Address: _____

City, State, Zip: _____

2013 Regional Exhibitor Territories and Exhibitor Package (List applicable regions):
**(9) 10x10's – North East Regional, South East Regional, Southern California Regional,
Northern California Regional, South Central Regional, North Central Regional,
North West Regional, Mid Atlantic Regional, Canada West Regional**

2013 Reebok CrossFit Games Finals at Home Depot Center (if applicable) and Exhibitor Package:
(1) Silver Sponsorship

TOTAL DUE TO CROSSFIT ("Fixed Fee"): **US\$36,000 \$35,000**

Exhibit Space Details ("Exhibit Services"):

All Exhibit Services are subject to CrossFit's approval and space, style, manner, duration, messaging, sampling, sales, size and placement limitations and event venue restrictions, are subject to timely delivery of materials by Company and **all creative, production, printing, shipping, delivery, staffing, equipment, set-up and break-down are Company's sole responsibility and at Company's sole cost and expense.**

INDIVIDUAL REGIONAL EXHIBITOR OPPORTUNITIES (each regional):

One (1) 10' x 10' booth space and logo and link on the Regional(s) specific exhibitor webpage on the CrossFit Games website and twelve (12) general admission tickets: US\$3,000

One (1) 10' x 20' booth space and logo and link on the Regional(s) specific exhibitor webpage on the CrossFit Games website and twenty (20) general admission tickets: US\$7,000

HOME DEPOT CENTER/2013 CROSSFIT GAMES FINALS OPPORTUNITIES:

Bronze- One (1) 10' x 10' booth space, logo and link on the exhibitor webpage on the CrossFit Games website, and five (5) general admission tickets: US\$6,500

Silver- One (1) 10' x 20' booth space, logo and link on the exhibitor webpage on the CrossFit Games website, ~~1/4~~ page ad in Games program, and ten (10) general admission tickets: ~~US\$15,000~~ \$14,000

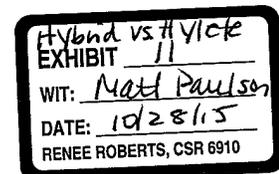
Gold- One (1) 10' x 20' booth space, logo and link on the exhibitor webpage on the CrossFit Games website, full page ad in Games program, drop card in spectator bags, and twenty (20) general admission tickets: US\$25,000

Other: **Wait-listed for upgrade to 10x20 booths as they become available**

Fee: Terms for Payment:

- \$9,000 due April 15
- \$9,000 due April 30
- \$9,000 due May 15
- \$9,000 due June 15

Note: Payment plan will be modified if larger booths become available



Company goods, products or services permitted to be promoted or distributed (provide detailed description)
(the "Services"):

Logistics: Load in and load out hours to be provided to Company by CrossFit.

Primary CrossFit Contact: Steve Weiss
Corporate Development
Direct: 858-945-6099
Email: steve@crossfit.com

Sponsor / Exhibitor Support: Michelle Wall
Email: michelle.wall@crossfitgames.com

Barbara Chandler
Email: barbara@crossfit.com

Payment Information: TO BE PROVIDED WITH INVOICE

Insurance: See sample attached/Minimum levels and types of coverage required.

CrossFit, Inc.

Company

By: _____
(Name)
(Title)
(Date)

By: _____
(Name)
(Title)
(Date)

[Neither an offer nor an agreement until signed by both parties hereto]

The parties agree to the provisions above and to the Terms and Conditions attached hereto and incorporated herein by reference (collectively with this Exhibitor Order, the "Agreement").

TERMS AND CONDITIONS

1. **Event.** 2013 Reebok CrossFit Games Regional and/or Final competition as described on the Exhibitor Order (collectively, the "Event").

2. **Exhibitor Services and Benefits.** In consideration for the Fixed Fee described in the Exhibitor Order, to be paid by Company to CrossFit within five (5) business days after execution of this Agreement, CrossFit shall provide the Exhibit Services in connection with the Event (all subject to CrossFit's and Event space, placement and sampling limitations). Company's logo and any goods, products or services promoted, branding, messaging, advertisements, links, inserts, drop cards and other promotional materials (collectively, the "**Company Materials**") related to this Agreement and the Event (creative, printing and production to be provided by Company and, along with shipping, delivery, set-up and break down, **shall be at Company's sole cost and expense, subject to CrossFit's approval) must conform to CrossFit (and the Event venue's) guidelines and policies concerning such matters and are subject to CrossFit's approval.** Company shall ensure that any and all Company Materials used, displayed, distributed or promoted in connection with the Event or provided or made available by Company to CrossFit comply with all applicable laws, rules, guidelines and regulations (including, without limitation, truth in advertising). Company shall ensure that any consumer offer made in connection with any Company Materials or the Event comply with all applicable laws, rules and regulations and Company at its sole cost and expense, shall be responsible for redemption, fulfillment, execution, and administration of the consumer offer and any related fees, costs, taxes, expenses, sanctions or fines. In the event Company promotes, markets, advertises or distributes any good, product or service which CrossFit, in its sole and absolute discretion, determines infringes on any intellectual property right, publicity or privacy right or other property rights of, violates CrossFit's banned substance or method policies as described in Section 6 herein or is offensive or reflects unfavorably on, CrossFit, the Event, any other Event partner, sponsor or exhibitor or other company or individual, Company shall immediately cease promotion and remove such goods, products or services from the Event property and CrossFit may, in its sole discretion, immediately terminate this Agreement, remove Company from the Event premises and cease all promotion of Exhibitor. With respect to any Company Materials that are subject to a deadline for receipt by CrossFit (i.e., logo for website or drop cards for inclusion in spectator bags), such materials must

be approved by CrossFit and the approved versions timely delivered to CrossFit. If such materials are not received by CrossFit on or before the date required by CrossFit and such materials are not approved by CrossFit as described herein, CrossFit shall not be obligated to use or include such materials with the Event as described herein. Company shall provide both the Services described in the Exhibitor Order to CrossFit in connection with the Event and the following:

(a) Delivery, setup (including providing its own power cords), staff to attend to its booth during the Event, strike-down, and removal of its booth following the conclusion of the Event;

(b) Any permits, licenses and insurance necessary to provide such Services, including insurance required by CrossFit and/or Event venue, and calculation, withholding and remittance of any and all applicable taxes; and

(c) Company shall be solely responsible for the safety and security of its personnel and property and CrossFit and the venue operator shall not be responsible for lost or stolen items, inventory, products or Company's or its staffs', guests' or volunteers' personal property or equipment.

3. **Trademark License.** In connection with the Event, Company hereby grants to CrossFit, a non-exclusive, sublicenseable, perpetual, irrevocable, worldwide and royalty free license to use, copy, create derivative works of, distribute (through any means or methods whether now known or hereafter to become known) and publicly perform or display Company's trademarks, logos, and/or tradenames (the "**Trademarks**") in CrossFit's sole and absolute discretion, in connection with CrossFit's Event banners, registration, Event clothing, marketing, promotional and advertising materials related to the Event, Event participants and CrossFit, including on CrossFit's Event website(s), printed materials and internet and television broadcasts, including, without limitation, DVD's, satellite, streamed and video on demand.

4. Company shall not use the Event logo (or any derivative thereof) or any of CrossFit's names, trademarks, logos, copyrights, or other intellectual property for any purpose whatsoever without CrossFit's prior written approval, which may be withheld in CrossFit's sole and absolute discretion. Nothing herein shall be construed as a license or right to use any such intellectual property and Company agrees that it will not do anything in connection with the Event that will bring CrossFit, its sponsors,

licensors, licensees, staff, volunteers, employees, contractors or agents, Event participants, or any of its or their respective names, trademarks, logos, copyrights, or other intellectual property into disrepute or in any manner affect the validity of same. In addition, in the event Company (or any of its employees, contractors, agents, representative or staff) fails to conduct itself with regard to public morals and conventions, commits any act, does anything or is involved in any occurrence which violates widely-held principles of public morality or decency, constitutes a felony, crime or offense of moral turpitude in the jurisdiction in which it is committed, or reflects unfavorably on the Event, CrossFit (including its employees, staff and representatives), CrossFit or Event participants or athletes, CrossFit goods, products or services or any Event partner, sponsor or exhibitor or their respective goods, products or services, CrossFit shall have the right to immediately terminate this Agreement, Company shall be required to immediately leave any Event venue and Company shall not be entitled to a refund of any Fixed Fee previously paid to CrossFit.

5. Each party shall comply with all applicable laws, rules and regulations, including, without limitation, Event venue rules and regulations. Company acknowledges and agrees that exhibition and use of booth space at an Event is subject to sampling, sales and promotion rules, guidelines and restrictions as may be determined by the Event owner or operator, and not CrossFit, in their sole and absolute discretion. In addition, Company acknowledges and agrees that it shall not use, display or promote any Company Materials, goods, products or services outside its designated booth space unless otherwise approved in advance and in writing by CrossFit, as determined by CrossFit in its sole and absolute discretion.

6. No Company goods or product(s) promoted, marketed, advertised, distributed, sold, offered or sampled in connection with or related to the Event does or shall violate CrossFit's banned substance or method policies, rules or regulations or the policies of any major professional sports organizations (i.e., NFL, MLB, NBA and NHL), the World Anti-Doping Agency, the U.S. Anti-Doping Agency, the NCAA or the International Olympic Committee. In the event any goods or products so promoted, advertised, distributed or sampled violate any such rules, CrossFit may immediately terminate this Agreement, Company shall immediately cease any and all use, distribution and display of and reference to CrossFit and the Event and Exhibitor shall not be entitled to a refund of all or any portion of the Fixed Fee previously paid to CrossFit.

7. Each party represents and warrants that it is free to enter into the Exhibitor Order and these Terms and Conditions and to perform the obligations described herein. Company will take all necessary precautions to prevent injury or death to any persons (including

employees, representatives and agents of CrossFit) or damage to property (including CrossFit's property and the property of any venue hosting an Event).

8. If the Event does not take place for any reason, in whole or in part, or if CrossFit is unable to provide Company with the Exhibit Services described herein, then Company's sole and exclusive remedy shall be a pro-rated refund of any fees paid herein to CrossFit. CrossFit reserves the right, in its sole and absolute discretion, to modify, change, add, remove or substitute one or more of the items described herein and to replace it with items of similar value (as determined by CrossFit in good faith). EXCEPT AS EXPRESSLY PROVIDED HEREIN, CROSSFIT MAKES NO WARRANTY, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT. IN PARTICULAR, EXCEPT AS SPECIFIED IN THIS AGREEMENT, ANY AND ALL WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. COMPANY SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT NEITHER IT NOR ANY OF ITS AGENTS OR EMPLOYEES SHALL PASS ON, ANY EXPRESS OR IMPLIED WARRANTY ON BEHALF OF CROSSFIT TO ANY THIRD PARTIES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, COMPANY SHALL NOT BE ENTITLED TO ENJOIN, RESTRICT OR RESTRAIN, OTHERWISE INTERFERE OR TO PURSUE ANY EQUITABLE REMEDY WHICH WOULD SERVE TO LIMIT, RESTRICT, DELAY, PROHIBIT OR CEASE THE OPERATION, SALE, LICENSING, SUBLICENSING, USE, MARKETING, PROMOTION, ADVERTISING, EXPLOITATION, DISTRIBUTION, BROADCAST, DISPLAY, PERFORMANCE OR SUPPORT OF THE EVENT, THE CROSSFIT GAMES AND ANY OTHER FITNESS OR SPORT RELATED EVENT OR COMPETITION, AND/OR ANY RIGHTS ASSIGNED, TRANSFERRED OR RESERVED TO CROSSFIT HEREUNDER OR ANY MATERIALS RELATED THERETO (OR ANY PART THEREOF).

9. Company shall indemnify, defend and hold harmless CrossFit, the Event venue owner and operator, and each of their respective owners, employees, contractors, staff, volunteers, directors, agents, affiliates, parents, and subsidiaries from and against any and all claims, losses, expenses, injuries or damages of any kind to persons or property (including personal injury and death), governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with Company's participation in the Event or use of the premises where the Event takes place. Company understands that

neither CrossFit nor the Event owner/operator maintains insurance covering Company's property and it is Company's sole responsibility to obtain such insurance.

any petition filed against it any involuntary case under such bankruptcy law.

10. The Agreement will be governed and construed in accordance with the laws of the State of California. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in the County of San Diego, State of California (if under state law) or the Southern District of California (if under Federal law). The parties will not raise in connection therewith, and hereby waive, any defenses based upon the venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action or suit brought in the State of California.

11. The Agreement, and any exhibits hereto, may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute but one and the same instrument. The Agreement, and any exhibits hereto, may be executed by facsimile, and any such facsimile copy of a party's signature shall be treated for all purposes as an original.

12. This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained, and can be changed or terminated only in a writing signed by both parties. CrossFit may immediately terminate all of its duties and obligations under this Agreement without any further liability whatsoever to Company if: (i) Company materially breaches, or fails to perform, any material obligation, representation, or warranty hereunder (including failure to timely pay the Fixed Fee) and fails to cure such breach within two (2) business days after receipt of written notice of intention to terminate from CrossFit (which notice shall specify the nature of the breach in reasonable detail); or (ii) one of the following occurs to Company: failure to pay, or an acknowledgment that it is unable to pay such debts generally as they shall become due; the filing of an application for or the consenting to or directing the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of all or substantially all of Company's property, whether tangible or intangible, wherever located; the making of a general assignment of Company's assets for the benefit of creditors; the commencement or the intention to commence a voluntary case under the federal bankruptcy laws (as now or hereinafter may be in effect against a party); the entry of an order for relief against Company under such bankruptcy laws; the filing of or the intent to file a petition by or on behalf of Company seeking to take advantage of any other law providing for the relief of debtors, or the acquiescence to, or the failure to have dismissed within ninety (90) days, by or on behalf of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Scottish American Risk Services 19563 E. Mainstreet, Suite 200 Parker, CO 80138		CONTACT NAME: Gary Rimler PHONE (A/C No. Ext.): 303-284-3225 FAX (A/C No.): 720-335-6938 E-MAIL ADDRESS: gary@scotamerican.com	
INSURED ABC Vendor Address City, State, Zip		INSURER(S) AFFORDING COVERAGE	
		INSURER A: TBD	
		INSURER B: TBD	
		INSURER C: TBD	
		INSURER D:	
		INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

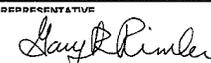
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OR MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder and ABC Funding, LLC, their shareholders, employees and independent contractors are included as additional insured. As respects, any insurance provided as Additional Insured or Additional Named Insured to CrossFit, Inc., its shareholders, employees and independent contractors, this insurance shall apply as primary insurance and not contribute with any other similar insurance available to certificate holder.

*except 10 day notice of cancellation for non-payment of premium

CERTIFICATE HOLDER CrossFit Inc. 1500 Green Hills Road Suite 201 Scotts Valley, CA 95066	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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1 referenced earlier.

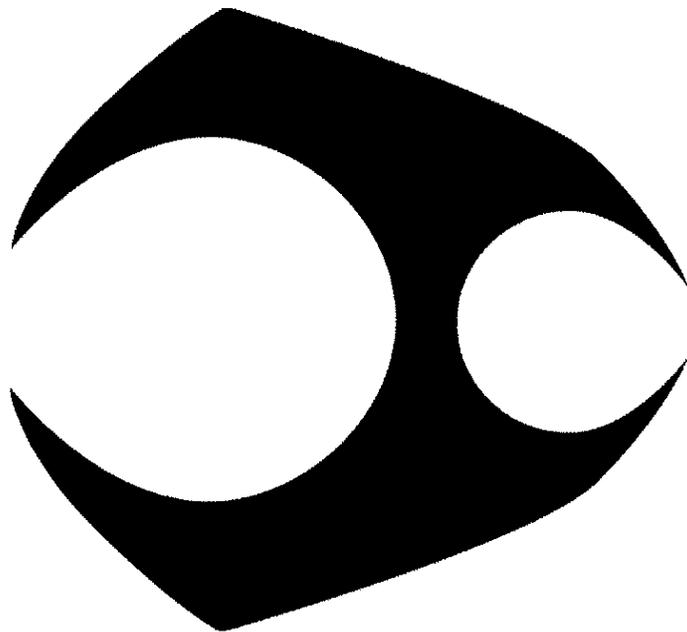
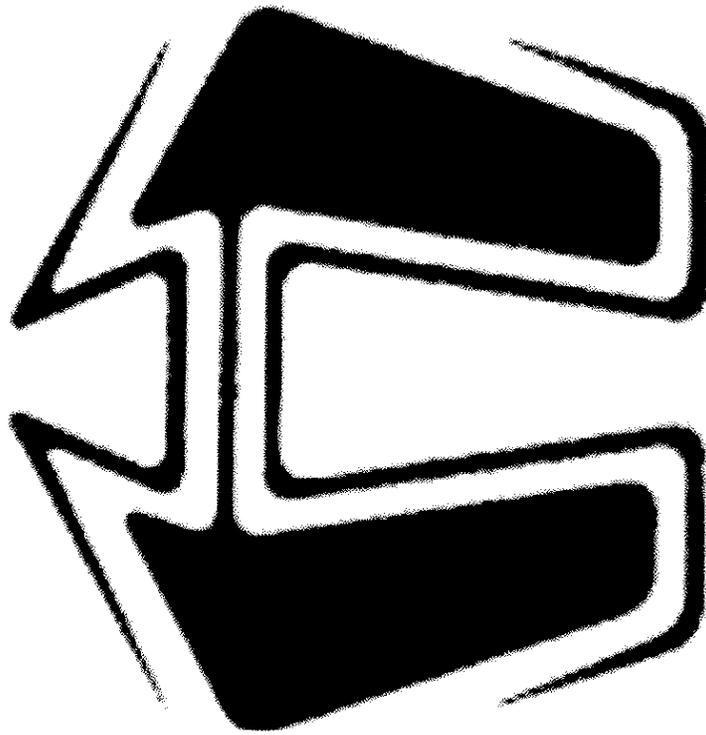
2 And so I was walking down. And I can
3 remember there was a row of exhibitors, and I was
4 walking down the middle of the row, and there were
5 booths on the left and on the right. And I got near
6 the end of the row, and I saw -- I can't remember if
7 I saw Hylete's booth, which was big, comparatively
8 speaking, for it's -- in terms of footprint, it was
9 much larger than the normal sort of booth space. It
10 was like what would normally be like four squares of
11 space maybe. And next to it was Rob's Hybrid
12 Athletics.

13 So I saw them, and I immediately said to
14 Rob, oh, hey, congratulations, looks like you got a
15 new -- I guess that's your new apparel line. And so
16 that was my initial impression, and that was what I
17 thought when I looked at it. I thought it was Rob's
18 new apparel line. And I think I told him that right
19 on the spot.

20 BY MR. KOSMA:

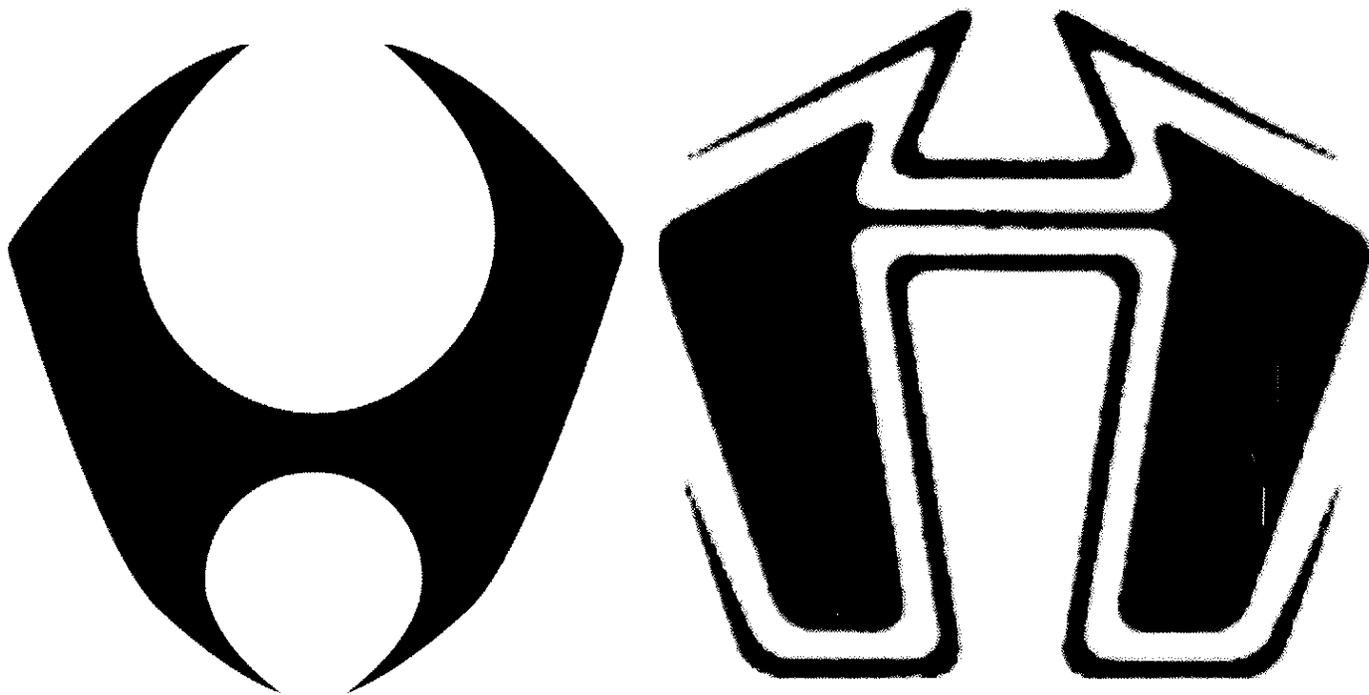
21 Q. What did Mr. Orlando said to you?

22 A. He had a look on his face, told me that
23 that was not a good question. He told me that's not
24 mine, I've got nothing to do with them. And I was
25 looking at the logo, and I said, "That's your logo."



Hyland vs. Hylete
EXHIBIT 13
WIT: Matt Paulson
DATE: 10/28/15
RENEE ROBERTS, CSR 6910

Drew Manning – Founder Fit2Fat



- 1) Do you know Rob Orlando? NO. I'VE ONLY HEARD ABOUT HIM.
- 2) Do you know Hybrid Athletics? I'VE BRIEFLY HEARD ABOUT IT BUT DONT KNOW WHAT IT IS.
- 3) Do you believe the logos are confusingly similar? - NOT AT ALL. THEY LOOK COMPLETELY DIFFERENT TO ME.

Hybrid vs Hylete
EXHIBIT 14
WIT: Matt Paulsen
DATE: 10/28/15
RENEE ROBERTS, CSR 6910

Drew Manning – Fit2Fat2Fit Facebook – 424,371K Likes

The screenshot shows the Facebook page for Fit2Fat2Fit. At the top, there is a navigation bar with the page name and a search icon. Below this is a large banner image featuring three photos of a man's torso, labeled 'Fit', 'Fat', and 'Fit' from left to right, with dates 'May 7, 2011', 'Nov. 5, 2011', and 'May 5, 2012' respectively. A 'Sign Up' button is visible on the right side of the banner.

The main content area includes a 'Timeline' section with a post from Christian Wilhelm and 2 other friends, stating 'Three friends like this Page'. Below this is an 'ABOUT' section with a video thumbnail and text: 'NY Times Best Selling Author of Fit2Fat2Fit, Host of The Fit2Fat2Fit Experiment Podcast, Motivational Speaker, Self-Experimentation Expert. http://www.fit2fat2fit.com'. There is also an 'APPS' section for the '30 Day Jump-Start Program'.

A central post from Fit2Fat2Fit reads: 'LAST DAY TO GET THESE DOLLARWORKOUTCLUB.COM TANKS!!! After today these tank tops will no longer be available you guys! Grab yours now before they're gone forever. https://www.crowdmade.com/oidw/'. Below the text is a photo of a man and two women wearing tank tops.

On the right side, there is a 'Sponsored' section with an advertisement for a blazer: 'A Blazer For Any Occasion... Our quilted chore jacket in navy is not too heavy, it has the weight of a jacket, but it's...'. Below that is another ad for photo books: '40% off Photo Books... Check out our 2015 Collection. Make a Photo Book Just The Way You Want'.

At the bottom of the browser window, a file named 'customers (27).csv' is visible in the taskbar.

Drew Manning – Instagram – 37.7K followers

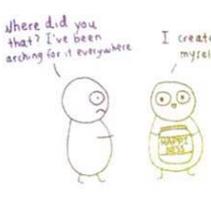
Instagram Search trainhyiete

 **fit2fat2fit** FOLLOWING

Drew manning NY Times Best Selling Author of Fit2Fat2Fit Host of The Fit2Fat2Fit Experience Podcast Motivational Speaker Self Experimenter
www.crowdmade.com/c/dwc/

1,666 posts 37.7k followers 262 following

 **LAST DAY**
EXCLUSIVE LIMITED EDITION DWC TANK TOPS
CROWDMADE.COM/DWC

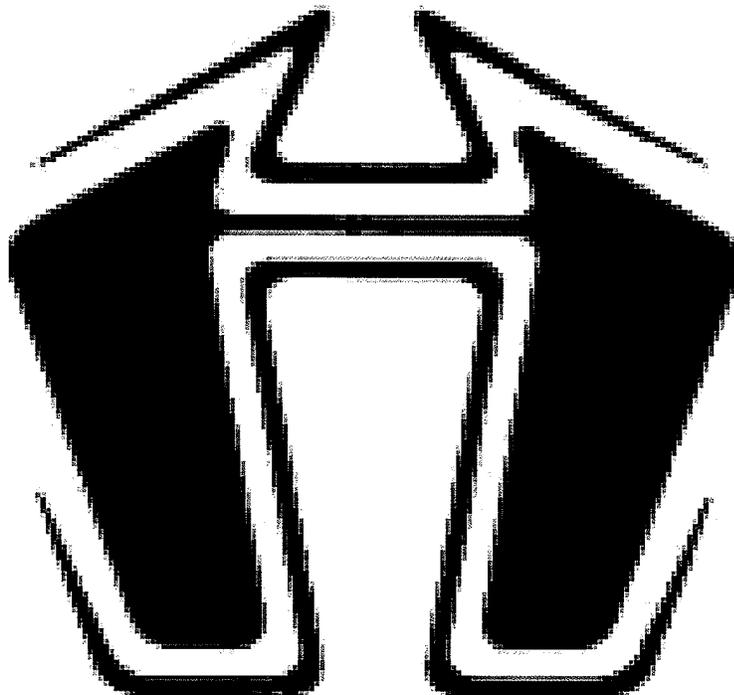
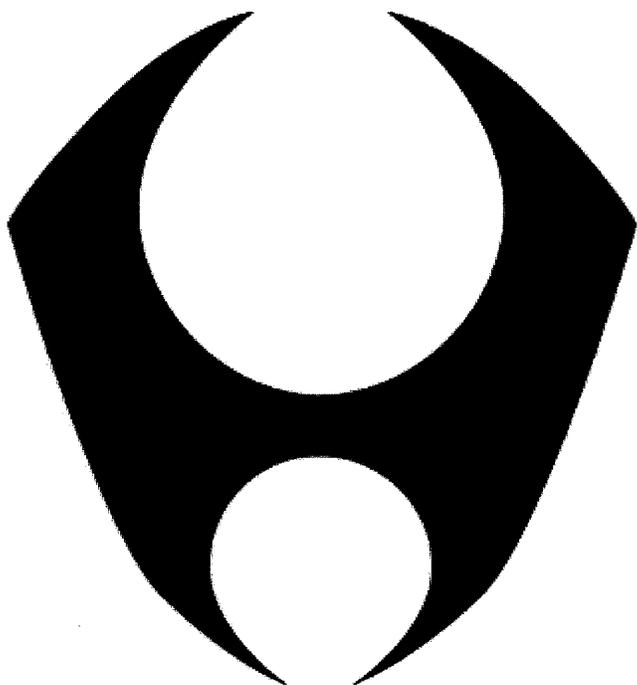
 where did you that? I've been arching for it every where
I create myself



The best things in life start with the letter "e"

SO LIKE I WAS GONNA START THIS DIET

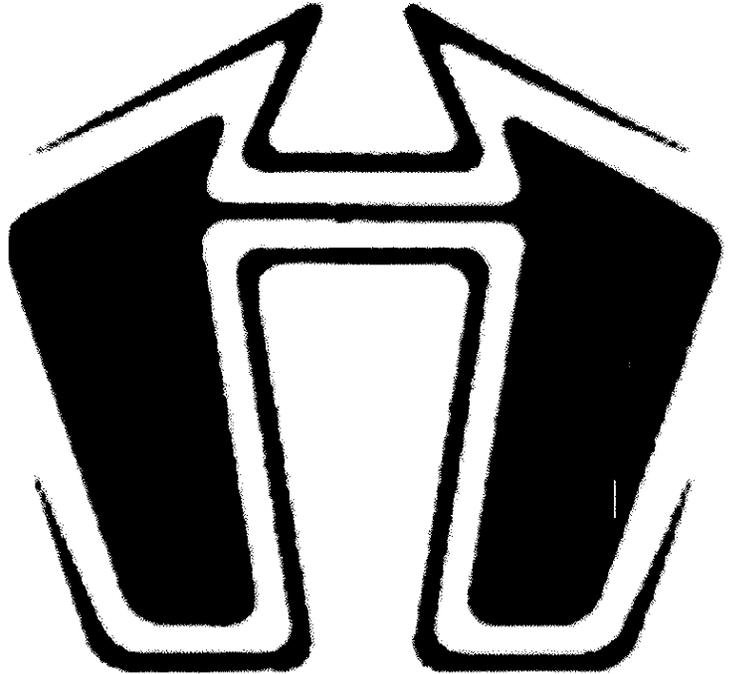
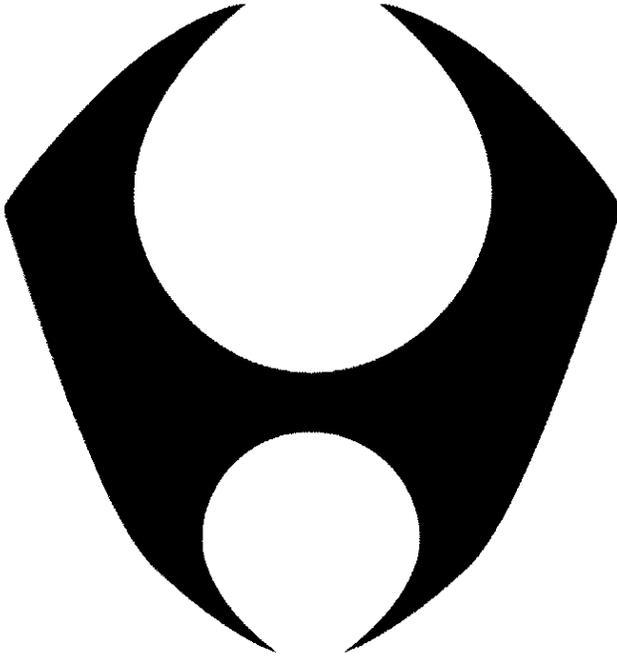
Mike Fantigrassi - Director, Professional Services, NASM (National Academy of Sports Medicine)



- 1) *Do you know Rob Orlando? no*
- 2) *Do you Hybrid Athletics? no*
- 3) *Do you believe the logos are confusingly similar? no*

Hybrid vs. Hylete
EXHIBIT 15
WIT: *Matt Paulson*
DATE: *10/28/15*
RENEE ROBERTS, CSR 6910

BJ Gaddour – Fitness Director, Men’s Health



1) *Do you know Rob Orlando?*

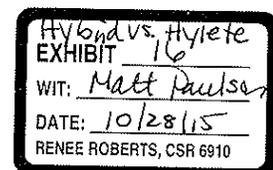
Never heard of him.

2) *Do you Hybrid Athletics?*

Nope

3) *Do you believe the logos are confusingly similar?*

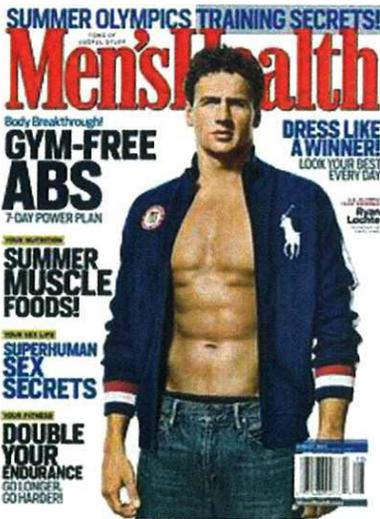
I think it looks more like the under armour than hylete logo. The shape and font style are significantly different, in my honest opinion.



BJ Gaddour –Fitness Director at Men's Health

Men's Health (magazine)

From Wikipedia, the free encyclopedia

<i>Men's Health</i>	
	
Cover of August 2012	
Editor-in-Chief	Bill Phillips (2012-present) ^[1]
Former editors	David Zinczenko (2000–2012) ^[2] Greg Gutfeld (1999–2000) ^[3] Mike Lafavore (1988–1999) ^[3] Mark Bricklin (1987–1988)
Categories	Fitness Nutrition Sexuality Fashion
Frequency	Monthly

Publisher	Rodale Press
Total circulation (December 2014)	1,819,151 ^[4]
First issue	1987
Country	United States
Based in	Emmaus, Pennsylvania
Language	English
Website	MensHealth.com
ISSN	1054-4836

Men's Health (*MH*), published by Rodale Inc. in Emmaus, Pennsylvania, United States, is the world's largest men's magazine brand,^[5] with 40 editions in 47 countries.^[6] It is also the best-selling men's magazine on U.S. newsstands.^[3] Although originally started as a men's health magazine, it currently covers various men's lifestyle topics such as fitness, nutrition, fashion, and sexuality. The magazine's website, MensHealth.com, averages 38 million page views a month.^[6]

BJ Gaddour – Facebook Page 21.4K Likes;

BJ Gaddour

THE WORLD IS YOUR GYM
Now available wherever books and e-books are sold!

amazon.com

INDIE BOUND

BARNES & NOBLE

BAM! BOOKS-A-MILLION

YOUR BODY IS YOUR BARBELL
NO GYM. JUST GRAVITY. BUILD A LEANER.

BJ Gaddour
Public Figure

#YourBodyIsYourBarbell

Timeline About Photos Likes More ▾

21,465 people like this

Invite friends to like this Page

ABOUT

Fitness Director for the Men's Health brand and Author of Your Body Is Your Barbell:
<http://amzn.com/1623363837>

<http://www.BJGaddour.com/>

APPS

Email Signup

Post Photo / Video

Write something...

Post

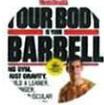
BJ Gaddour shared Men's Health's video.
2 hrs

THE DAILY

BJ Gaddour Instagram – 48.2K Followers

Browser address bar: <https://instagram.com/bjgaddour/?hl=en>

Instagram | Search | trainhyiete



bjgaddour FOLLOWING

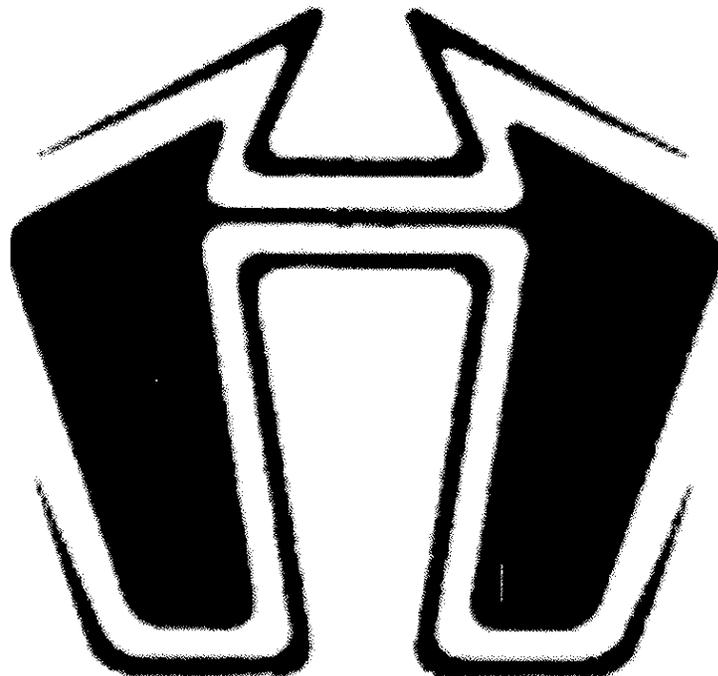
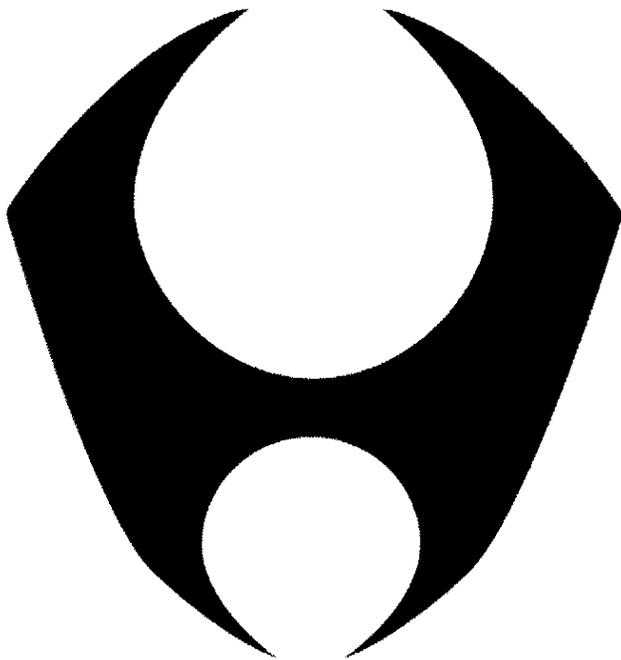
BJ Gaddour Fitness Director for Men's Health | Author of Your Body is Your Barbell | Biz Only @bjgaddourbiz@gmail.com | Snapchat: bjgaddour
www.menshealth.com/fitness/cook-and-chisel-gainz-intro

1,560 posts 48.2k followers 487 following



<https://instagram.com/p/9G6C4DCHH/?taken-by=bjgaddour>

Andy McDermott –



1. Do you know Rob Orlando? No
2. Do you know Hybrid Athletics? No
3. Please review the attached logos. Do you believe they are confusingly similar? No

Hybrids Hylate
EXHIBIT 17
WIT: Matt Paulson
DATE: 10/28/15
RENEE ROBERTS, CSR 6910

Andy McDermott – Muscle and Fitness Contributor

The screenshot shows the Muscle & Fitness website profile for Andy McDermott. The header includes the site logo and navigation tabs for WORKOUTS, NUTRITION, ATHLETES & CELEBRITIES, FEATURES, and MAGAZINES. Below the navigation is a secondary menu with categories like BODYBUILDING, SCIENCE OF FITNESS, PERFORMANCE TRAINING, and more. The main content area features a large profile picture of Andy McDermott, his name, and a bio. The bio states that he is a fitness writer and model who has worked for Muscle & Fitness for over 10 years. It also mentions his background in martial arts and his current role as a fitness model. Below the bio is a featured article titled "IT'S A HIT: THE UNILATERAL BODYWEIGHT CIRCUIT" with a thumbnail image. To the right of the profile is a sidebar with a "DONATE NOW" button and a link to "Help families affected by Typhoon Haiyan in the Philippines".

Andy McDermott – IMDB

The screenshot shows the IMDb biography page for Andy McDermott. The page header includes the IMDb logo and navigation tabs for Movies, TV & Showtimes, Celebs, Events & Photos, News & Community, and Watchlist. The main content area features a profile picture of Andy McDermott, his name, and a "Biography" section. The biography text reads: "Since graduating from Northwestern University, Andy's life has been filled with many chapters. He played soccer professionally for 7 seasons. He studied and taught Martial Arts for many years. After starting a family, he served as a cop on the Tactical Unit of a big city police department for 7 years. Throughout all this, he was working as a model and an actor for smaller agencies in different parts of the country. Acting was always the dream job, but it's always so hard to 'chase the dream,' especially with a big family and a good career. Eventually, Andy realized he would always regret it if he didn't follow his heart and go after his passion. The McDermott family made the monumental decision to 'sell the farm' and move to LA. It has been everything BUT easy! But the hustle is starting to pay off. There is no Plan B!" To the right of the biography is a large advertisement for "WITH ACCESS TO THE FASTEST IN-HOME WIFI" by COX HIGH SPEED INTERNET™, with an "ORDER NOW" button. Below the advertisement is a "Personal Details" section with links for Biography, Other Works, Official Sites, and Contact Info. At the bottom of the page is an "Explore More" section.

Andy McDermott – Facebook – 4,739 Likes

← <https://www.facebook.com/AndyMcDermottFitness/?fref=ts>
Apps Google App New Tab HYLETE - Desktop index.html

Andy McDermott fitness Done Home

Andy McDermott
Public Figure

perfectbar.com
inov-8.com
gardenoflife.com
hylete.com/
andymcdermott

Recent

- 2015
- 2015
- 2015
- 2015

Sponsoring 85

promo code: ZVERLEPOR
was hylete.com
any 2 vertev shorts - \$80 (a
\$140 value)

5.11 **ARMY**
30% OFF

5.11 **ARMY**
Sale on Shoes, Boots, Apparel
& Gear - Save up to 30% -
Hurry Ends Soon

Timeline [About](#) [Photos](#) [Videos](#) [More](#) 16 Liked Following Message

H 4,739 people like this
Andy McDermott Fitness

[Invite friends to like this Page](#)

About

Andy McDermott
Fitness

There are jobs and then there are jobs. I spent the morning BOMBING around on closed, hilly, curvy roads of a beautiful state park while a very talented crew chases me around with cameras and do their best to make me look cool. Bonus: they're paying me. These guys make gorgeous commercials - should hit your tvs for the holidays. #fratetot

144 20

Andy McDermott – Instagram – 7,242 followers

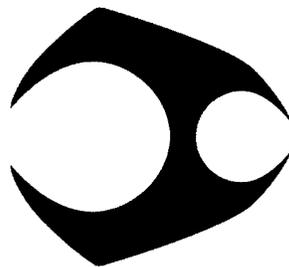
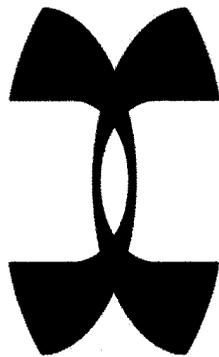
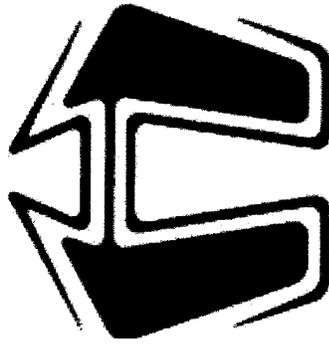
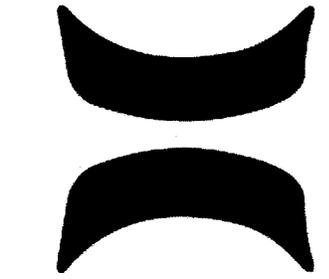
Instagram

andymcdermottfitness

Andy McDermott Part 1: We see, part 2: Forest Gump. But mostly Gump.
www.mids.com/q/VIDEO_PLAY?INKVIDEODemo_feed%2F979742223

995 posts · 7,242 followers · 241 following





Hybrid vs. Hylete
EXHIBIT 18
WIT: Matt Paulson
DATE: 10/28/15
RENEE ROBERTS, CSR 6910

DEPOSITION
EXHIBIT
No. 91213057
Robert Orlando, Jr.



HYBRID000674

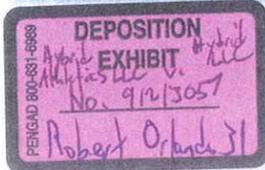


HYBRID000675

Messages

Matt Paulson

Edit



Apr 9, 2012, 11:13 AM

Great talking with you. Excited to be a part of something new. What's the name of your brand?

Great speaking with you too and glad to have you on board! Later this week, i'll give you the name, logo, and walk you through a brief presentation. On

ce u get back and settled, let me know and i'll send it to you.

Roger. Talk to you later



Text Message

Send

Messages

Matt Paulson

Edit

Hey Matt--I spent some time looking at the Hylete logo and I must say that it looks eerily similar to the Hybrid Athletics image. The font on the text is identical. Also, Hybrid Athletics is the long version of your brand name. This is odd, no?

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Text Message

Send

Messages

Matt Paulson

Edit

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Text Message

Send

Messages

Matt Paulson

Edit

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Hey Rob- how are you? Hope your Aus trip went well. U settled yet? Are you free to chat this week? Go to shop.hylete.com to see how the new site is

shaping up.

Oct 29, 2012, 7:33 PM

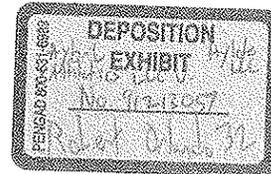
Hey Rob- how are you?



Text Message

Send

From: Matt Paulson <mpaulson@hylete.com>
Sent: Monday, April 23, 2012 12:03 PM
To: Robert Orlando <conanrules1@gmail.com>
Subject: Mock-ups
Attach: Hybrid Athletics 03- Womens.jpg; Hybrid Athletics- 02.jpg; HybridAthletics-01.jpg; HYLETE Ambassador Compensation Program- Rob Orlando 4.18.2012.xlsx; HYLETE Brand Presentation 2012 04 18-2.pptx



Hey Rob,

Here are some mockups and files for you. This is just a start and she will be working on more this week. Do you have time to speak today? I want to go over the other two attachments that covers the brand direction and also the revenue-sharing program I was talking about.

Let me know when have 15 minutes or so.

Thanks, Matt



HYLETE

Hybrid Athletics Women's Black T-Shirt

Front View
17 1/2" Chest



Front



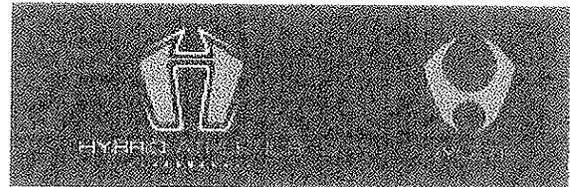
9" Width
Cropped Back

Back

Back View
9" Width Cropped Back
17 1/2" Chest

Front View
9" Width
17 1/2" Chest

*See to Scale





HYLETE

Hybrid Athletics Black T-Shirt

Front
Front View



Front

Back
Back View

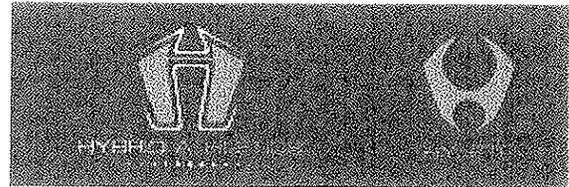


Back

Front Logo:
10" (height) x 12" (width)
Place on 1/2" from top of neck line

Back Logo:
4" (width) x 4" (height)
Place on 1/2" from top of neck line

Color Code:





HYLETE

Hybrid Athletics Gunmetal T-Shirt



10" Wide
Centered Chest

Front



3" wide logo
1.75" from the Top of the neck line

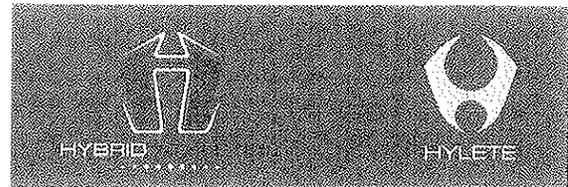
Back

Front Logo:
- 12" Centered Chest
- Placed 1.5" from top of neck line

Back Logo:
- 3" Wide
- Placed 1.75" from top of neck line

*Not to Scale

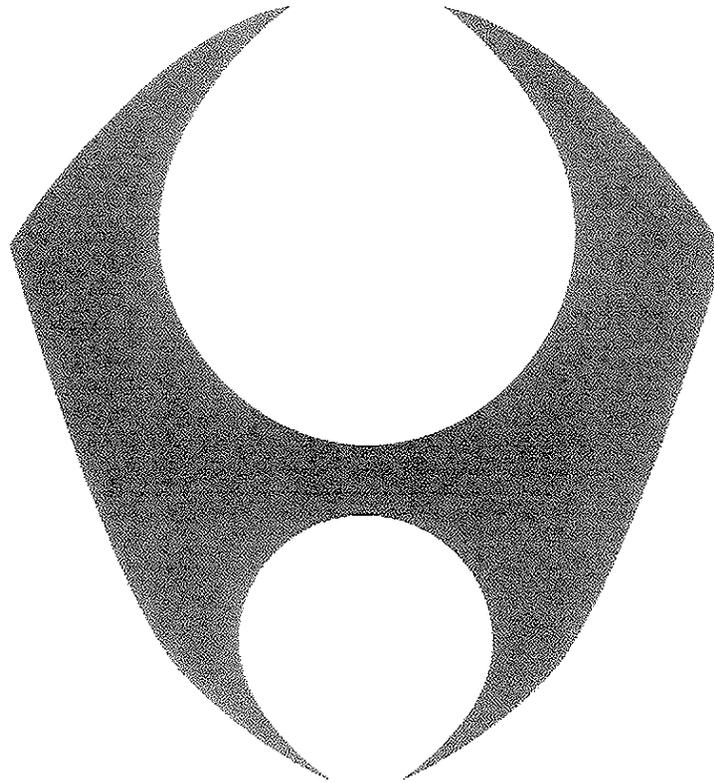
Black 
123 C 



	A
1	HYLETE Ambassador Elite Commission Program
2	Ambassador
3	
4	Program Specifics:
5	
6	
7	
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9	
10	Assumption Inputs:
11	
12	
13	
14	
15	
16	
17	
18	Commission Payments:
19	
20	
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	B	C	D	E	F	G
1						
2	Rob Orlando					
3						
4	HYLETE Ambassador Trainers receive commissions on Direct Referred Athlete Net Purchases, Direct Referred					
5	Commissions on Direct Referred Athlete Accounts (Retail Pricing):	20%				
6	Commissions on Direct Referred Ambassadors Net Purchases (50% off Retail):	5%				
7	Commissions on Indirect Referred Athlete Net Purchases (Retail Pricing)	5%				
8						
9						
10		Per Year	Per Month	Per Day		
11	Projected Direct Referred Athletes	72	6.0	0.2		
12	Projected Direct Referred Ambassadors	60	5.0	0.2		
13	Projected Indirect Referred Athletes per Direct Referred Ambassador	48	4.0	0.1		
14	Estimated Yearly Net Purchases of each Ambassador Trainer	300	\$ 25.00	\$ 0.83		
15	Estimated Yearly Net Purchases of each Athlete	100	\$ 8.33	\$ 0.28		
16						
17						
18	Ambassador Commissions (Projected)	Year				
19	<i>*Calculated on input assumption cells above (yellow)</i>	2012	2013	2014	2015	2016
20						
21	Commissions on Direct Referred Athlete Accounts (Retail Pricing):	720	2,160	3,600	5,040	6,480
22	Commissions on Direct Referred Ambassadors Net Purchases (50% off Retail):	450	1,350	2,250	3,150	4,050
23	Commissions on Indirect Referred Athlete Net Purchases (Retail Pricing)	7,200	21,600	36,000	50,400	64,800
24	Total Commissions per Year (\$)	8,370	25,110	41,850	58,590	75,330
25	Monthly Commissions (\$)	698	2,093	3,488	4,883	6,278
26	<i>1. Chart is calculated on input assumption cells above (yellow)</i>					
27	<i>2. Chart assumes that the Referred Athletes and Ambassadors Remain HYLETE Customers from their initial first purchas year through 2017</i>					
28	<i>3. 2012 is calculated as only 6 months or one-half year</i>					
29						
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18		
19	2017	
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21	7,920	
22	4,950	
23	79,200	
24	92,070	
25	7,673	
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31		
32		



HYLETE

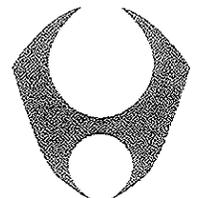
CONFIDENTIAL INFORMATION - DO NOT COPY - DO NOT DISTRIBUTE

HYLETE

brand statement

Founded upon three intertwined principles:
train to push yourself both physically and mentally;
compete so as to improve yourself, as well as those around you;
and *live* to be healthy in mind, body, and soul.

train. compete. live



HYLETE

vision

Create innovative, performance cross-training
apparel that captures the spirit of a new breed of
hybrid athlete.



HYLETE

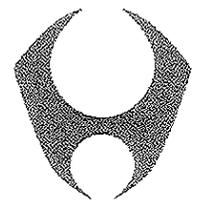
marketing mix

positioning: what is the market opportunity and who is the core consumer persona that we desire to resonate with?

products: what are the product offerings that will engage our core consumers?

placement: how can we most effectively reach and sell to our core consumers?

promotion: how will we most effectively communicate the value of our products to grow the brand?



HYLETE

marketing opportunity

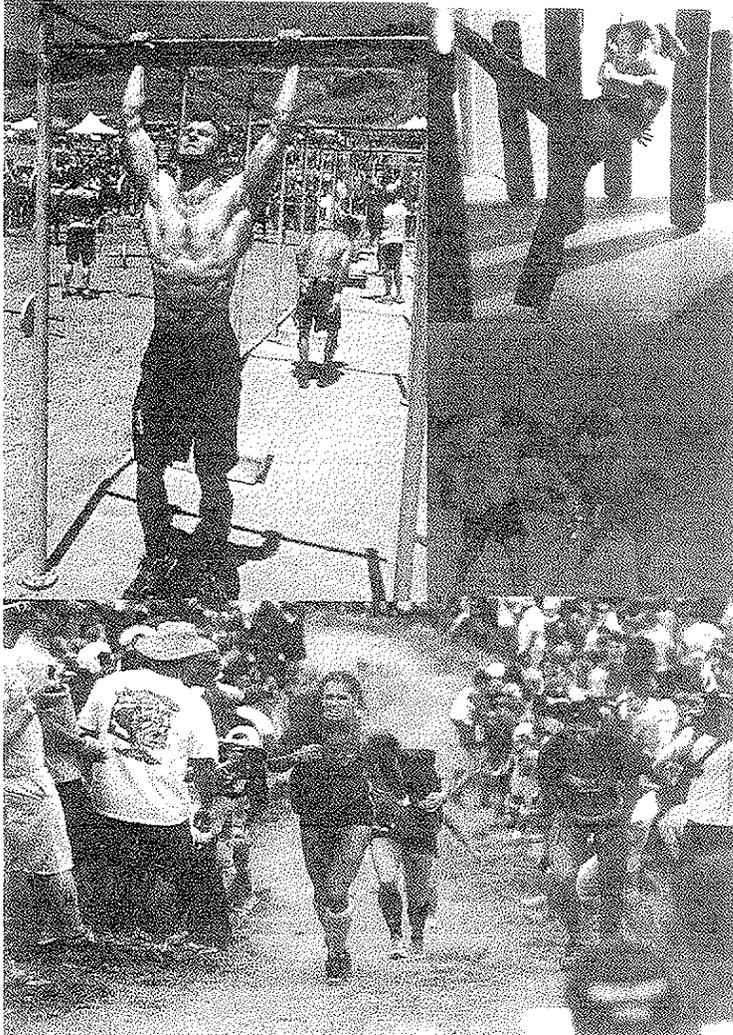
Cross-training is an overarching training category that is comprised of CrossFit, Boot Camps, Jiu-Jitsu, Muay Thai, TRX, P90x, Yoga, etc. and is the blend of physical and mental challenges that improve the endurance, flexibility, strength, performance, and mind-set of today's athletes.

The total number of persons in the United States who trains in one or more of the above categories on a frequent basis is over 50,000,000; or about 15% of the total US population.



HYLETE

consumer persona

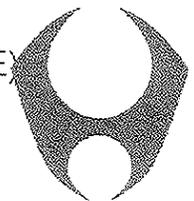


“HYBRID” HALEY:

- > HALEY truly enjoys the mental challenge as much as the physical challenge of his/her training
- > HALEY loves the camaraderie of training
- > HALEY will adopt a new brand, if he/she learns of it in an organic, personal manner *and* if it authentically connects to his/her life

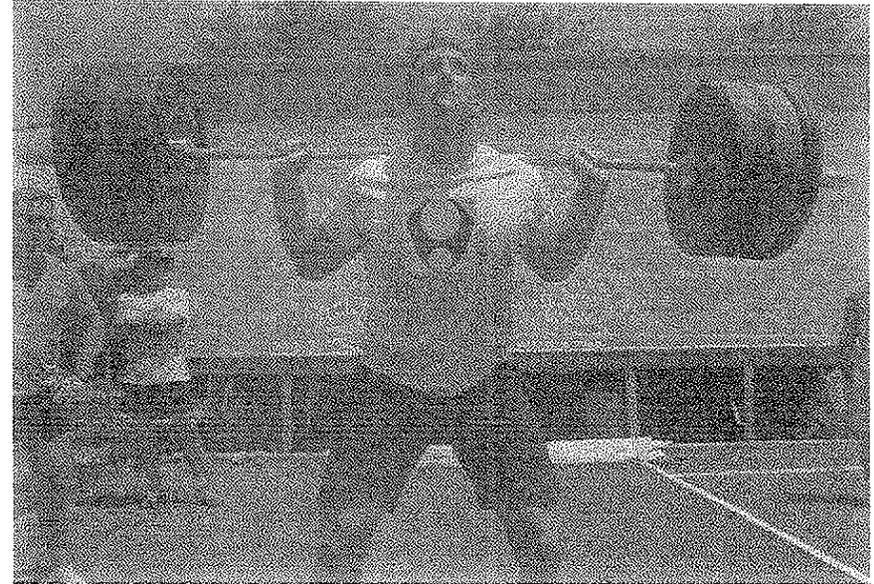
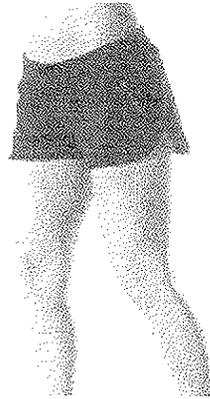
cognitive age: 25 to 39

(*SELF PERCEIVED AGE VERSUS ACTUAL AGE)



HYLETE products

shorts. compression. tees.

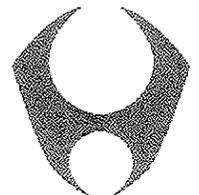


HYLETE

placement

HYLETE will leverage a direct to consumer platform (website e-commerce for sales & facebook for marketing) that will target two key sectors:

1. Trainers (CrossFit, Martial Arts, Fitness)
2. Service Personnel (Military, Police/Detectives, EMT/Paramedics, and Firefighters)



HYLETE

promotion - trainers

HYLETE will leverage its Founders' proven method of attracting and engaging Trainers to become not only consumers of HYTELE products, but also become HYTELE Ambassadors in their spheres of influence, namely the Trainers' clientele.

HYLETE already has approximately 500 Trainers that it will leverage as of its web/product launch on May 29th, 2012. HYTELE will grow the number of Trainers to 2,500 by the end of 2013 and to 12,500 by 2017.



HYLETE

promotion - trainers

There are 250,000 Trainers in the United States with each Trainer having on average 27 Clients for a total Client population of 6,500,000.

HYLETE estimates that each Trainer will spend \$200 per year on HYLETE apparel. Additionally, HYLETE projects that each Trainer will influence an average of 7 of his/her clients to spend \$100 per year on HYLETE apparel.

This Trainer sector is anticipated to yield \$2.250,000 of Revenues for 2013 and grow to \$14,375,000 of Revenues by 2017.



HYLETE

promotion - trainers

Question: How do we attract and engage so many Trainers, so quickly?

Answer: The same formula that we have developed and successfully executed this past year in another company. **Each Trainer receives 50% off of Retail for all of their purchases of HYLETE (the industry average is 15% off Retail Price)** Of course, HYLETE products must be exceptional for Training, and the brand must resonate with the Trainer's lifestyle.



HYLETE

promotion – service personnel

HYLETE will attract and engage Service Personnel to become not only consumers of HYLETE products, but also become HYLETE Ambassadors in their spheres of influence, namely their peers/friends.

HYLETE anticipates having 6,400 Service Personnel Ambassadors by the end of 2013 and growing this number to over 50,000 by the end of 2017.



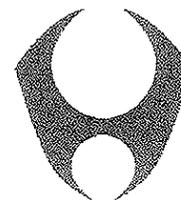
HYTELE

promotion – service personnel

There are 1,211,575 Active Military; 794,300 Police/Detectives; 226,500 EMT/Paramedics; and 310,400 Firefighters in the United States.

HYTELE estimates that each Service Personnel Ambassador will spend \$100 per year on HYTELE apparel. Additionally, HYTELE projects that each Trainer will influence an average of 4 peers/friends to spend \$40 per year.

This Service Personnel sector is anticipated to yield \$1,652,804 of Revenues for 2013 and grow to \$13,222,430 of Revenues by 2017.



HYTELE

promotion – service personnel

Question: How do we attract and engage so many Service Personnel, so quickly?

Answer: Each Service Personnel Ambassador receives 50% off of Retail for all of their purchases of HYTELE for their Entire Household. Of course, HYTELE products must be exceptional, and the brand must resonate with the Service Personnel's lifestyle.

The Service Personnel Sector is the ideal secondary target for HYTELE due to CrossFit's close correlation and ties with military training and the physical training needs of this sector in general.



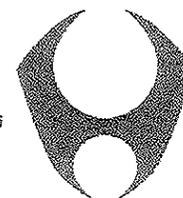
HYLETE

promotion – ambassador

Question: How do we effectively integrate our HYTELE Ambassadors to become fully engaged in our brand?

Answer: Listen to our Ambassadors needs, create exceptional apparel for them and their spheres of influence, and compensate them for being a significant part of the ultimate success of HYTELE.

Because of HYTELE's direct to consumer model, we have the ability to share the revenues of the company with our most valuable marketing partners, our HYTELE Ambassadors.



HYLETE

promotion – ambassador

Ambassador Referral Program Specifics:

1. Receive referral commissions of 20% of Direct Referred End Consumer Net Purchases (Retail Pricing)
2. Receive referral commissions of 5% of Direct Referred Ambassador/Trainer/Service Personnel Net Purchases (50% off Retail Accounts)
3. Receive 5% of Indirect Referred End Consumer Net Purchases (Retail Pricing)



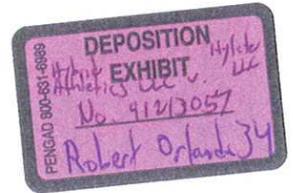
----- Forwarded message -----

From: **Matt Paulson** <mpaulson@hylete.com>

Date: Fri, Apr 27, 2012 at 10:30 AM

Subject: More Mock-Ups

To: Robert Orlando <conanrules1@gmail.com>



Hey Rob,

Hope you're doing well! I attached some more mock-ups for you. Please review and let me know what you think. If you are concerned about the font, we can remove the font and just put the icon similar to the women's tank attached.

I also sent a sample of the tri-blend performance fabric we will be offering for the majority of our shirts. We can also do some cotton-poly performance blends and cotton if desired.

Give me a call when you are free so we can catch up.

Thanks, Matt

Matt Paulson | Chief Integration Officer | [858-225-7185](tel:858-225-7185) | ex 102

HYLETE 
train. compete. live.



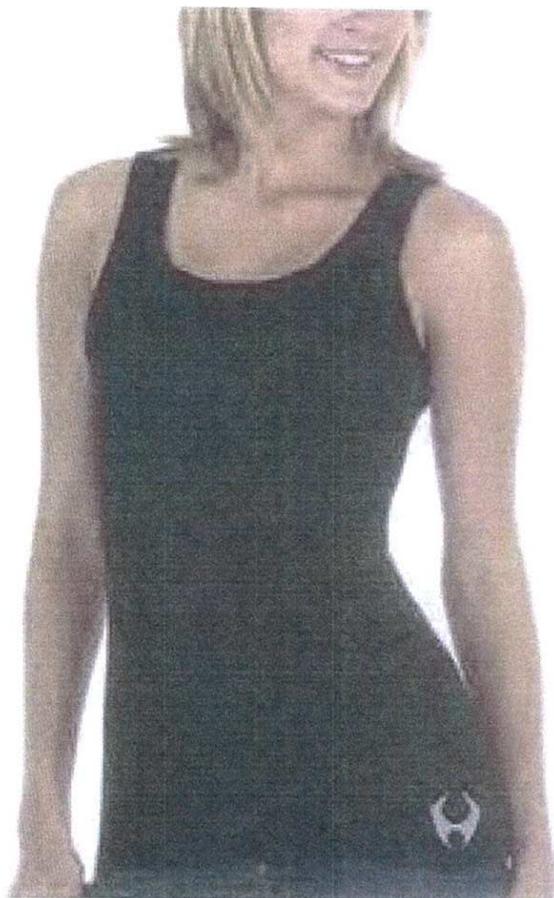
HYLETE001-0026



HYLETE

Hybrid Athletics Black Tank

HYLETE001-0027



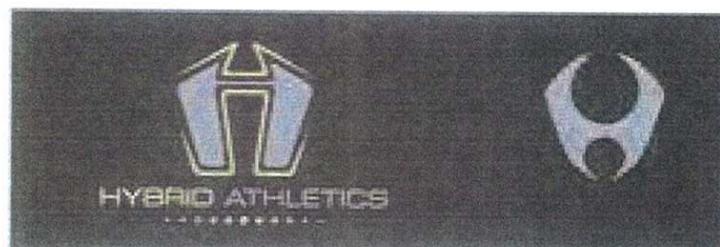
Front



Back

430 C 

183 C 

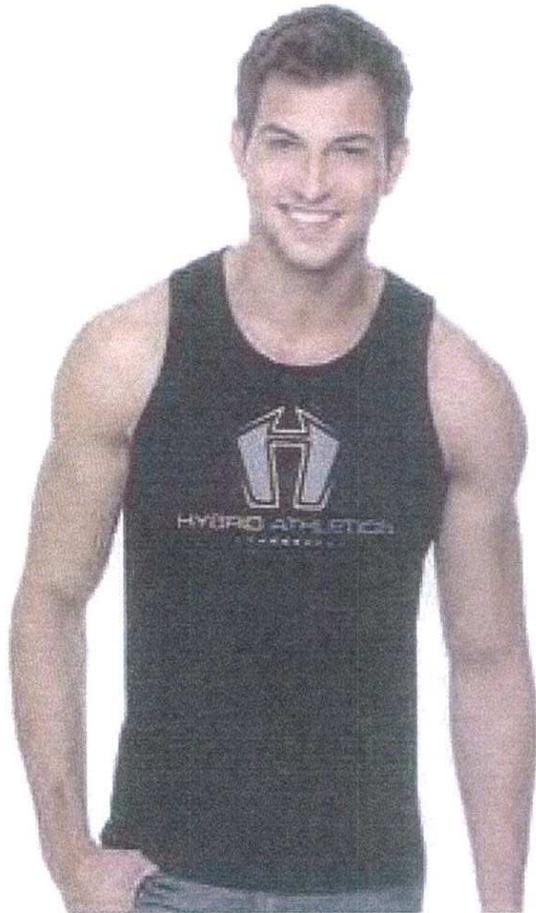




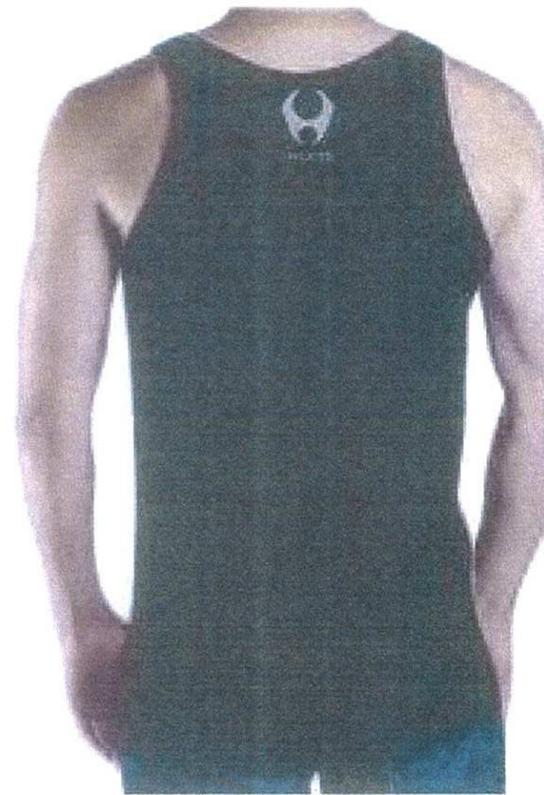
HYLETE

Hybrid Athletics Black Tank

HYLETE001-0028



Front



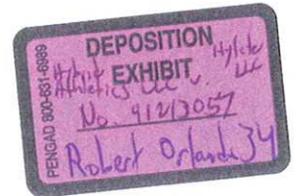
Back

430 C 
123 C 



----- Forwarded message -----

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HYLETE 
train. compete. live.

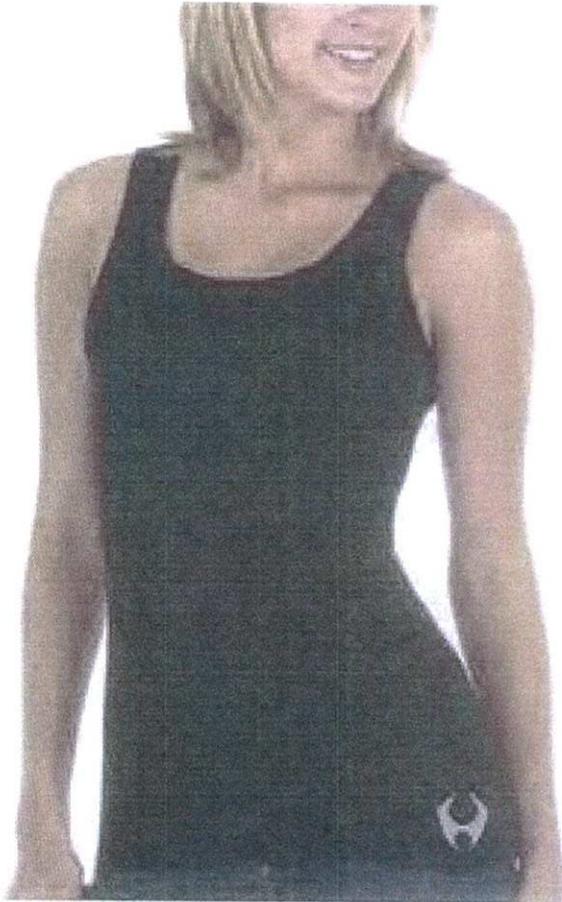




HYLETE

Hybrid Athletics Black Tank

HYLETE001-0027



Front



Back

- 430 C 
- 183 C 

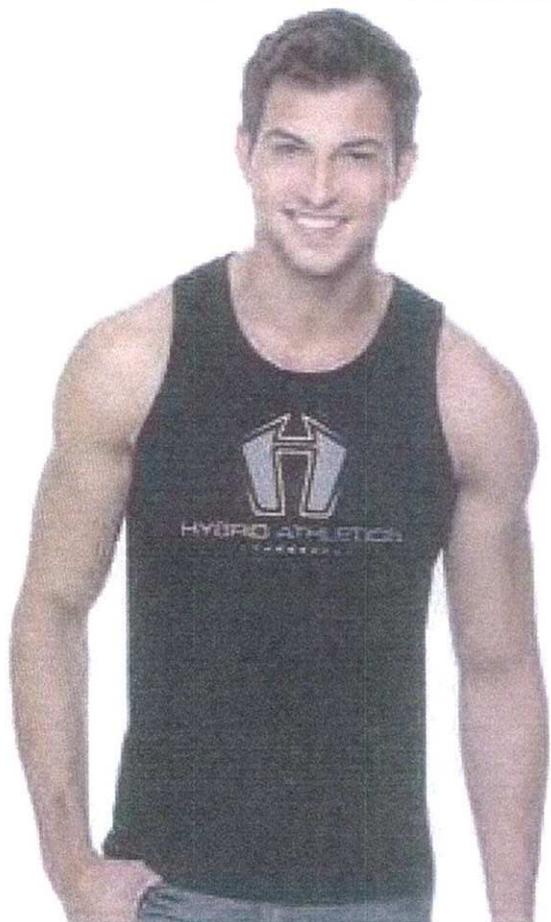




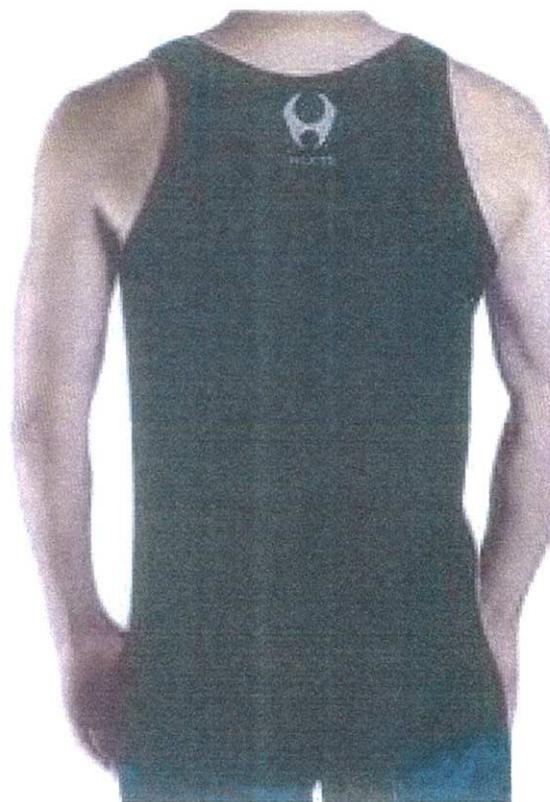
HYLETE

Hybrid Athletics Black Tank

HYLETE001-0028



Front



Back

430 C



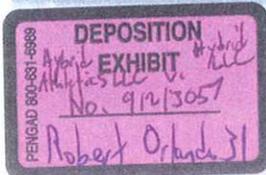
183 C



Messages

Matt Paulson

Edit



Apr 9, 2012, 11:13 AM

Great talking with you.
Excited to be a part of
something new. What's
the name of your brand?

Great speaking with you
too and glad to have you
on board! Later this week,
i'll give you the name,
logo, and walk you
through a brief
presentation. On

ce u get back and settled,
let me know and i'll send it
to you.

Roger. Talk to you later



Text Message

Send

Messages

Matt Paulson

Edit

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Text Message

Send

Messages

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Edit

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May 1, 2012, 12:36 PM

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Text Message

Send

Messages

Matt Paulson

Edit

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May 15, 2012, 8:42 PM

Hey Rob- how are you? Hope your Aus trip went well. U settled yet? Are you free to chat this week? Go to shop.hylete.com to see how the new site is

shaping up.

Oct 29, 2012, 7:33 PM

Hey Rob- how are you?



Text Message

Send

DEPOSITION
Hybrid Athlete, LLC
EXHIBIT
No. 91213057
Robert Orlando, Jr.
FENGAD BYUCST-5696

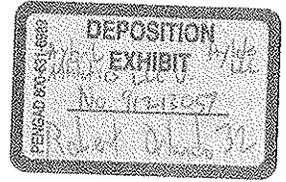


HYBRID000674



HYBRID000675

From: Matt Paulson <mpaulson@hylete.com>
Sent: Monday, April 23, 2012 12:03 PM
To: Robert Orlando <conanrules1@gmail.com>
Subject: Mock-ups
Attach: Hybrid Athletics 03- Womens.jpg; Hybrid Athletics- 02.jpg; HybridAthletics-01.jpg; HYLETE Ambassador Compensation Program- Rob Orlando 4.18.2012.xlsx; HYLETE Brand Presentation 2012 04 18-2.pptx



Hey Rob,

Here are some mockups and files for you. This is just a start and she will be working on more this week. Do you have time to speak today? I want to go over the other two attachments that covers the brand direction and also the revenue-sharing program I was talking about.

Let me know when have 15 minutes or so.

Thanks, Matt



HYLETE

Hybrid Athletics Women's Black T-Shirt

1" Arm Length
17" Shoulder Width



Front



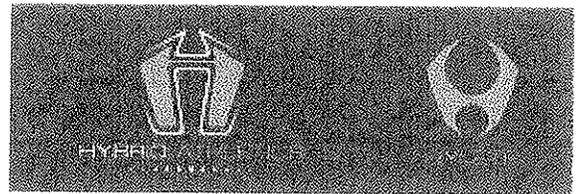
9" Width
Oversized Back

Back

Back Logo
9" Width Oversized Back
15" Length from center

Front Logo
1" x 1.5"
Position 1" from shoulder seam

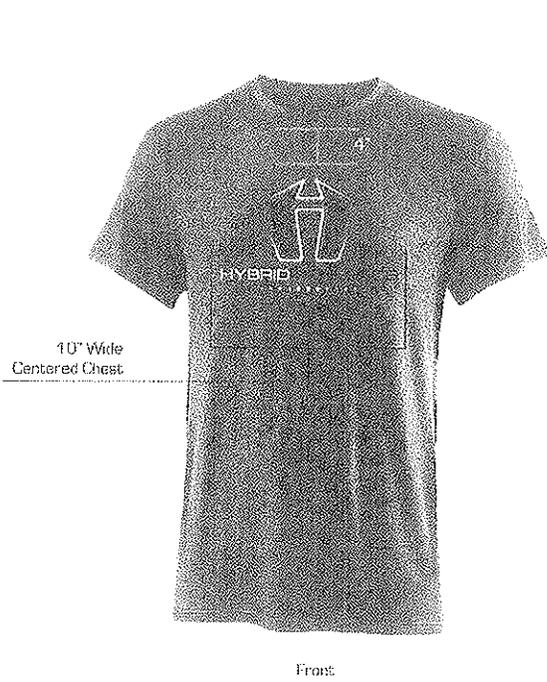
Tag to Back





HYLETE

Hybrid Athletics Gunmetal T-Shirt

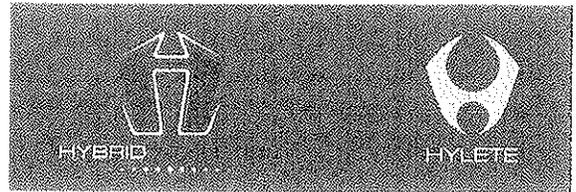


Front Logo:
 - 12" Centered Chest
 - Placed 1.5" from top of neck line

Back Logo:
 - 3" Wide
 - Placed 1.75" from top of neck line

* Not to Scale

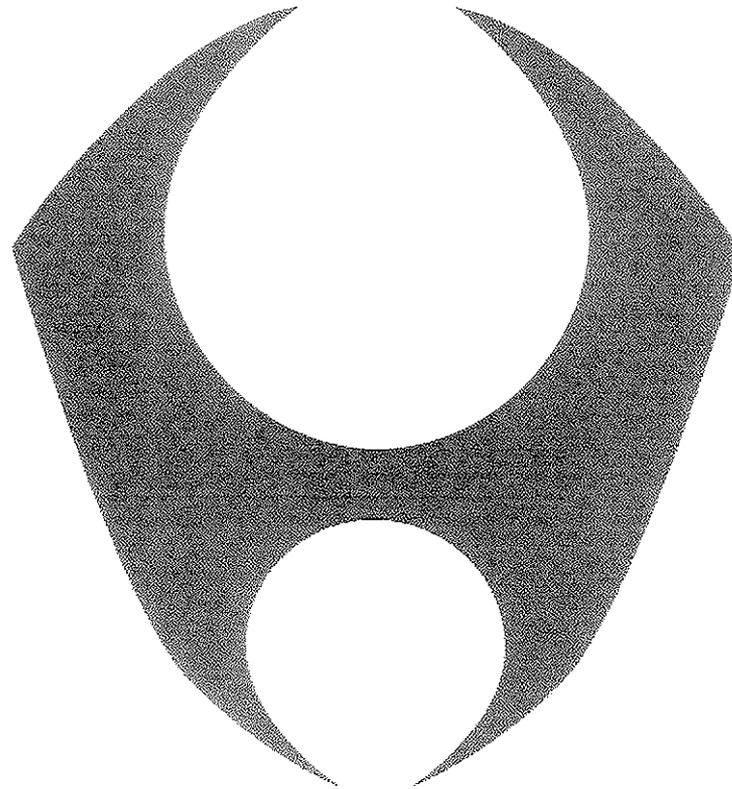
Black 
 183 C 



	A
1	HYTELE Ambassador Elite Commission Program
2	Ambassador
3	
4	Program Specifics:
5	
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7	
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9	
10	Assumption Inputs:
11	
12	
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18	Commission Payments:
19	
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	B	C	D	E	F	G
1						
2	Rob Oriando					
3						
4	HYLETE Ambassador Trainers receive commissions on Direct Referred Athlete Net Purchases, Direct Referred					
5	Commissions on Direct Referred Athlete Accounts (Retail Pricing):	20%				
6	Commissions on Direct Referred Ambassadors Net Purchases (50% off Retail):	5%				
7	Commissions on Indirect Referred Athlete Net Purchases (Retail Pricing)	5%				
8						
9						
10		Per Year	Per Month	Per Day		
11	Projected Direct Referred Athletes	72	6.0	0.2		
12	Projected Direct Referred Ambassadors	50	5.0	0.2		
13	Projected Indirect Referred Athletes per Direct Referred Ambassador	48	4.0	0.1		
14	Estimated Yearly Net Purchases of each Ambassador Trainer	300	\$ 25.00	\$ 0.83		
15	Estimated Yearly Net Purchases of each Athlete	100	\$ 8.33	\$ 0.28		
16						
17						
18	Ambassador Commissions (Projected)					
19	<i>*Calculated on input assumption cells above (yellow)</i>					
20		2012	2013	2014	2015	2016
21	Commissions on Direct Referred Athlete Accounts (Retail Pricing):	720	2,160	3,600	5,040	6,480
22	Commissions on Direct Referred Ambassadors Net Purchases (50% off Retail):	450	1,350	2,250	3,150	4,050
23	Commissions on Indirect Referred Athlete Net Purchases (Retail Pricing)	7,200	21,600	36,000	50,400	64,800
24	Total Commissions per Year (\$)	8,370	25,110	41,850	58,590	75,330
25	Monthly Commissions (\$)	698	2,093	3,488	4,883	6,278
26	<i>1. Chart is calculated on input assumption cells above (yellow)</i>					
27	<i>2. Chart assumes that the Referred Athletes and Ambassadors Remain HYLETE Customers from their initial first purchas year through 2017</i>					
28	<i>3. 2012 is calculated as only 6 months or one-half year</i>					
29						
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19	2017	
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21	7,920	
22	4,950	
23	79,200	
24	92,070	
25	7,673	
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HYTE

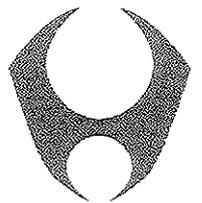
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HYLETE

brand statement

Founded upon three intertwined principles:
train to push yourself both physically and mentally;
compete so as to improve yourself, as well as those around you;
and *live* to be healthy in mind, body, and soul.

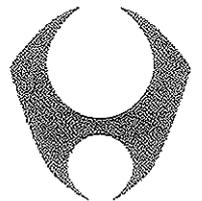
train. compete. live



HYLETE

vision

Create innovative, performance cross-training apparel that captures the spirit of a new breed of hybrid athlete.



HYLETE

marketing mix

positioning: what is the market opportunity and who is the core consumer persona that we desire to resonate with?

products: what are the product offerings that will engage our core consumers?

placement: how can we most effectively reach and sell to our core consumers?

promotion: how will we most effectively communicate the value of our products to grow the brand?



HYTE

marketing opportunity

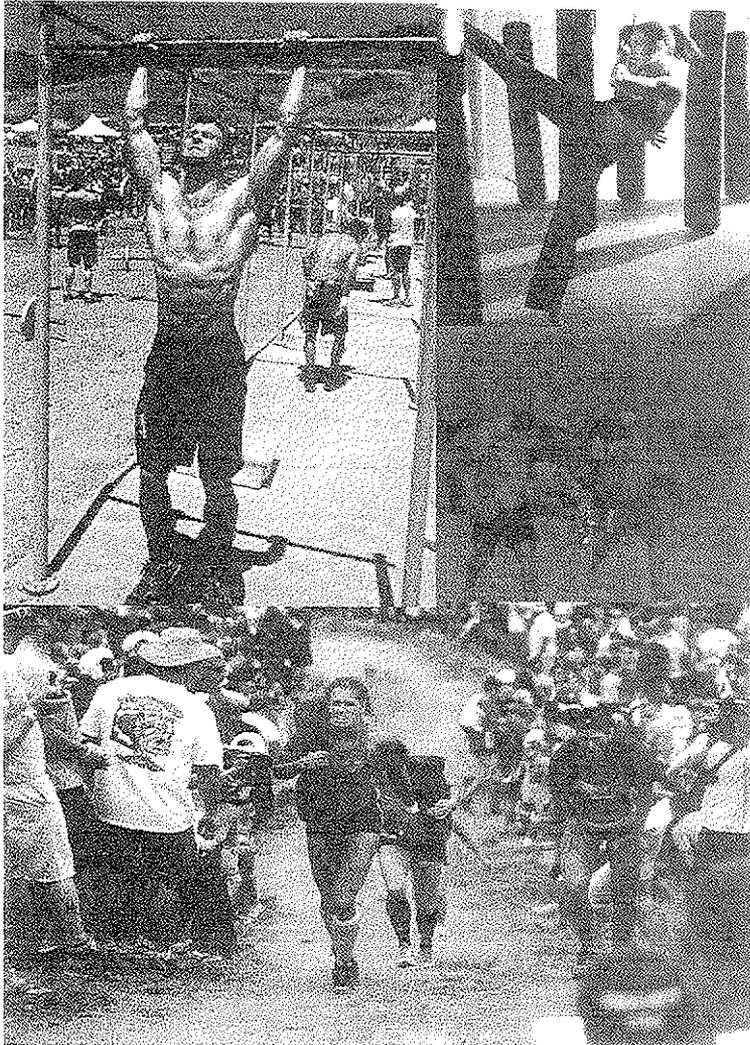
Cross-training is an overarching training category that is comprised of CrossFit, Boot Camps, Jiu-Jitsu, Muay Thai, TRX, P90x, Yoga, etc. and is the blend of physical and mental challenges that improve the endurance, flexibility, strength, performance, and mind-set of today's athletes.

The total number of persons in the United States who trains in one or more of the above categories on a frequent basis is over 50,000,000; or about 15% of the total US population.



HYLETE

consumer persona

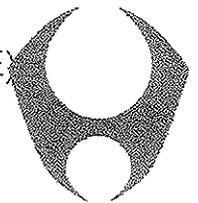


“HYBRID” HALEY:

- > HALEY truly enjoys the mental challenge as much as the physical challenge of his/her training
- > HALEY loves the camaraderie of training
- > HALEY will adopt a new brand, if he/she learns of it in an organic, personal manner *and* if it authentically connects to his/her life

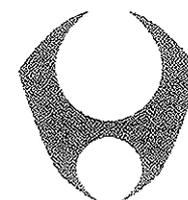
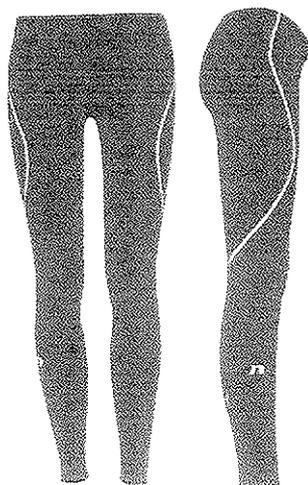
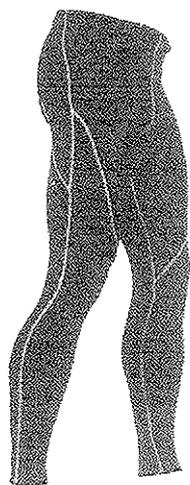
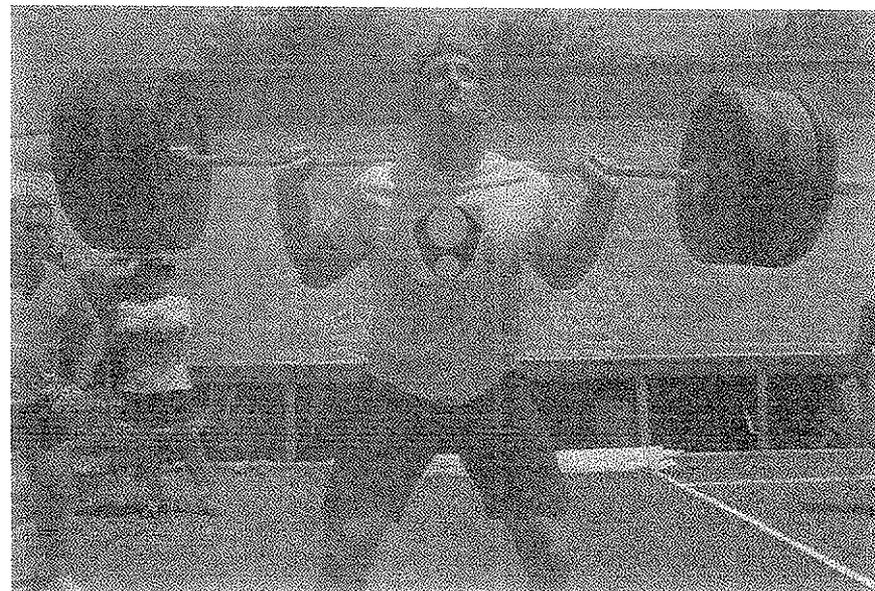
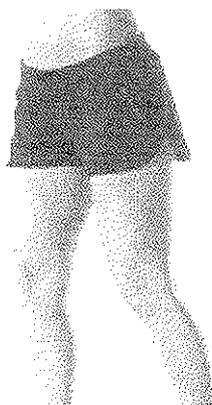
cognitive age: 25 to 39

(*SELF PERCEIVED AGE VERSUS ACTUAL AGE)



HYTELE products

shorts. compression. tees.

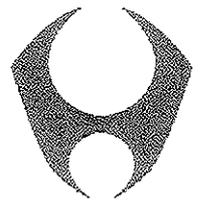


HYLETE

placement

HYLETE will leverage a direct to consumer platform (website e-commerce for sales & facebook for marketing) that will target two key sectors:

1. Trainers (CrossFit, Martial Arts, Fitness)
2. Service Personnel (Military, Police/Detectives, EMT/Paramedics, and Firefighters)



HYLETE

promotion - trainers

HYLETE will leverage its Founders' proven method of attracting and engaging Trainers to become not only consumers of HYLETE products, but also become HYLETE Ambassadors in their spheres of influence, namely the Trainers' clientele.

HYLETE already has approximately 500 Trainers that it will leverage as of its web/product launch on May 29th, 2012. HYLETE will grow the number of Trainers to 2,500 by the end of 2013 and to 12,500 by 2017.



HYTELE

promotion - trainers

There are 250,000 Trainers in the United States with each Trainer having on average 27 Clients for a total Client population of 6,500,000.

HYTELE estimates that each Trainer will spend \$200 per year on HYTELE apparel. Additionally, HYTELE projects that each Trainer will influence an average of 7 of his/her clients to spend \$100 per year on HYTELE apparel.

This Trainer sector is anticipated to yield \$2,250,000 of Revenues for 2013 and grow to \$14,375,000 of Revenues by 2017.



HYLETE

promotion - trainers

Question: How do we attract and engage so many Trainers, so quickly?

Answer: The same formula that we have developed and successfully executed this past year in another company. **Each Trainer receives 50% off of Retail for all of their purchases of HYTE** (the industry average is 15% off Retail Price) Of course, HYTE products must be exceptional for Training, and the brand must resonate with the Trainer's lifestyle.



HYLETE

promotion – service personnel

HYLETE will attract and engage Service Personnel to become not only consumers of HYLETE products, but also become HYLETE Ambassadors in their spheres of influence, namely their peers/friends.

HYLETE anticipates having 6,400 Service Personnel Ambassadors by the end of 2013 and growing this number to over 50,000 by the end of 2017.



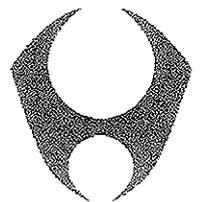
HYLETE

promotion – service personnel

There are 1,211,575 Active Military; 794,300 Police/Detectives; 226,500 EMT/Paramedics; and 310,400 Firefighters in the United States.

HYLETE estimates that each Service Personnel Ambassador will spend \$100 per year on HYLETE apparel. Additionally, HYLETE projects that each Trainer will influence an average of 4 peers/friends to spend \$40 per year.

This Service Personnel sector is anticipated to yield \$1,652,804 of Revenues for 2013 and grow to \$13,222,430 of Revenues by 2017.



HYTE

promotion – service personnel

Question: How do we attract and engage so many Service Personnel, so quickly?

Answer: Each Service Personnel Ambassador receives 50% off of Retail for all of their purchases of HYTE for their Entire Household. Of course, HYTE products must be exceptional, and the brand must resonate with the Service Personnel's lifestyle.

The Service Personnel Sector is the ideal secondary target for HYTE due to CrossFit's close correlation and ties with military training and the physical training needs of this sector in general.



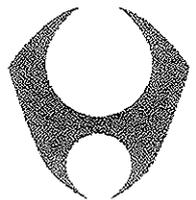
HYLETE

promotion – ambassador

Question: How do we effectively integrate our HYTELE Ambassadors to become fully engaged in our brand?

Answer: Listen to our Ambassadors needs, create exceptional apparel for them and their spheres of influence, and compensate them for being a significant part of the ultimate success of HYTELE.

Because of HYTELE's direct to consumer model, we have the ability to share the revenues of the company with our most valuable marketing partners, our HYTELE Ambassadors.



HYLETE

promotion – ambassador

Ambassador Referral Program Specifics:

1. Receive referral commissions of 20% of Direct Referred End Consumer Net Purchases (Retail Pricing)
2. Receive referral commissions of 5% of Direct Referred Ambassador/Trainer/Service Personnel Net Purchases (50% off Retail Accounts)
3. Receive 5% of Indirect Referred End Consumer Net Purchases (Retail Pricing)

